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

# PREQUALIFICATION

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

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

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

### WHO CAN BID ?

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

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

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

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

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

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

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

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

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

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

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

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

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

# WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

# ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

Proposal Submitted By

97

Name

Address

City

# Letting April 28, 2006

# NOTICE TO PROSPECTIVE BIDDERS

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

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



Springfield, Illinois 62764

Contract No. 83825 WILL County Section 01-00029-00-FP (Mokena) Route FAU 306 (LaPorte Road) Project M-8003(200) District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included

Prepared by

Checked by (Printed by authority of the State of Illinois)

F

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

# INSTRUCTIONS

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

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

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

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

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

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

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

# WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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



# PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of \_\_\_\_\_\_

Taxpayer Identification Number (Mandatory)

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

Contract No. 83825 WILL County Section 01-00029-00-FP (Mokena) Project M-8003(200) Route FAU 306 (LaPorte Road) District 1 Construction Funds

- Project consists of pavement resurfacing from Wolf Road to Anna Street and pavement reconstruction from Anna Street to a location west of Kirkstone Way including drainage structures, storm sewers, pavement removal, bituminous surface removal, curb and gutter, sidewalk removal and replacement, full-depth bituminous pavement and all other work to complete the project in the Village of Mokena.
- 2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

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

			Proposal				Proposal
4	Amount o	of Bid	<u>Guaranty</u>	<u>An</u>	nount c	of Bid	<u>Guaranty</u>
Up to		\$5,000	\$150	\$2,000,000	to	\$3,000,000	\$100,000
\$5,000	to	\$10,000	\$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.

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

BD 354 (Rev. 11/2001)

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

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

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

#### **Schedule of Combination Bids**

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

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

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X146400	STORM SEWER REMOVAL		FOOT		
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0712400	TEMP PAVEMENT	1	ı Q	2,600.000 ×	
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4067100	P LB MM SU IL4.75 N50		72.000 X	
4073081	BIT C PVT FD SUP 10	i	25,500.000 ×	
0013798	CONSTRUCTION LAYOUT	           	1.000 X	
0019600	DUST CONTROL WATERING		10.000 X	
0076600	TRAINEES		500.000 x	0.80 = 400.00
0100110	TREE REMOV 6-15		756.000 X	
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0101000	TEMPORARY FENCE	1 II. 1 1 1 1 1 1 1 1 1 1 1 1 1		
0101100	TREE TRUNK PROTECTION		-	
0101200	TREE ROOT PRUNING			
0101700	SUPPLE WATERING			
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00	POTASSIUM FERT NUTR		142,000 X	
0 1	SODDING		11,225.000 x	
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50A2330	SS RG CL	1 15	FOOT	201,000 x		
50A234 	SS RG CL	1 18	FOOT			
0A236	SS RG CL	1 24	FOOT	928.000 x		
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020040	CB TA 4 DIA T4F&G	<u>       </u>   	ACH 42.000 X	
207205	CB TC T4F&G	I         I           I         I	ACH 12.000 X	
0207605	CB TC T8G		ACH 2.000 X	
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8003130	PREF PL PM TB LINE 6		1,225.000 x	
800315	PREF PL PM TB LINE 12	FOOT	1,720.000 x	
	PREF PL PM TC LINE 24	FOOT	235.000 X	
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ECMS002 DTGECM03 ECMR003 PAGE 10 RUN DATE - 03/23/06 RUN TIME - 183231	UNIT PRICE TOTAL PRICE DOLLARS   CENTS   DOLLARS   CTS	- 13 -		2,000 00 2,000 00	) 1 1 1 1 1 1 1 1 1 1 1 1 1											TOTAL \$
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FAU 0306 01-00029-00-FP WILL	I TEM NUMBER	78300100	0400100	040020	070014	1018900	1702170	2102150	2102200	2500530	00	3600200	600215	380050	420050	

NOTE: \*\*\* PLEASE TURN PAGE FOR IMPORTANT NOTES \*\*\*

(MOKENA)
FAU 0306 01-00029-00-FP WILL

NOTE:

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 83825

ECMS002 DTGECM03 ECMR003 PAGE 1 RUN DATE - 03/23/06 RUN TIME - 183231

> EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE **.**

- THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THERE IS A DISCREPANCY BETWEEN THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY. . ک
- IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE. . ო

4. A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN.

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

#### I. GENERAL

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

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

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

#### II. ASSURANCES

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

#### B. Felons

1. The Illinois Procurement Code provides:

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

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

#### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

#### Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

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

#### D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

#### E. Inducements

1. The Illinois Procurement Code provides:

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

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

#### F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

#### G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

#### H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

#### I. Insider Information

1. The Illinois Procurement Act provides:

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

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

#### **III. CERTIFICATIONS**

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

#### B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### C. Educational Loan

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

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

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

#### D. Bid-Rigging/Bid Rotating

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

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

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

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

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

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

#### E. International Anti-Boycott

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

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

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

#### F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

#### G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

#### H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

#### I. ADDENDA

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

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

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

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

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

#### **NA - FEDERAL**

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

### TO BE RETURNED WITH BID

#### **IV. DISCLOSURES**

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

#### B. Financial Interests and Conflicts of Interest

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

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

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

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

#### C. Disclosure Form Instructions

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

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

# **CERTIFICATION STATEMENT**

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

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

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

- 1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_\_ NO
- Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES \_\_\_\_ NO\_\_\_\_
- Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES \_\_\_\_ NO \_\_\_
- 4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES \_\_\_\_ NO \_\_\_

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

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

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

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

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

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

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

#### D. Bidders Submitting More Than One Bid

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

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

# **RETURN WITH BID/OFFER**

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form A Financial Information & Potential Conflicts of Interest Disclosure

Yes <u>No</u>

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

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

# DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

# **RETURN WITH BID/OFFER**

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

Yes <u>No</u>

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

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

Yes \_\_\_ No \_\_\_

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

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

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

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

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

# **RETURN WITH BID/OFFER**

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

Yes No \_\_\_\_

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

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Other Contracts & Procurement Related Information Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
Disclosure of the information contained in this		

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

# DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

# THE FOLLOWING STATEMENT MUST BE SIGNED

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

# SPECIAL NOTICE TO CONTRACTORS

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

# **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

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



Contract No. 83825 WILL County Section 01-00029-00-FP (Mokena) Project M-8003(200) Route FAU 306 (LaPorte Road) District 1 Construction Funds

### PART I. IDENTIFICATION

Dept. Human Rights # \_\_\_\_\_\_ Duration of Project: \_\_\_\_\_

Name of Bidder:

#### PART II. WORKFORCE PROJECTION

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

_					BLE A										TABLE	в		
		TOTA	AL Wo	rkforce	Project	tion for	· Contr	act					] [	(	CURRENT	ΕM	IPLOYEE	S
				MIN	ORITY I	EMPLO	DYEES	\$		TRA	AINEES			TO BE ASSIGNED TO CONTRACT				
JOB CATEGORIES		TAL OYEES	BL/	ACK	HISP	ANIC		THER NOR.	APPF TIC			HE JOB INEES			OTAL OYEES		MINC	RITY DYEES
	М	F	М	F	М	F	М	F	М	F	М	F		М	F		М	F
OFFICIALS (MANAGERS)																		
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		

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

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

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

Note: See instructions on the next page

FOR DEPARTMENT USE ONLY

BC 1256 - Pg 1 (Rev. 3/98) IL 494-0454 Contract No. 83825 WILL County Section 01-00029-00-FP (Mokena) Project M-8003(200) Route FAU 306 (LaPorte Road) **District 1 Construction Funds** 

# PART II. WORKFORCE PROJECTION - continued

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

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

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

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

# PART III. AFFIRMATIVE ACTION PLAN

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

Company

Telephone Number

Address

Table A -

Table B -

# 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: Date: Title: \_\_\_\_\_ All tables must include subcontractor personnel in addition to prime contractor personnel. Instructions: 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. Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

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

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

# ADDITIONAL FEDERAL REQUIREMENTS

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

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. <u>CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY</u>:
  - 1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES \_\_\_\_\_ NO \_\_\_\_\_
  - If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES \_\_\_\_\_ NO \_\_\_\_\_

# Contract No. 83825 WILL County Section 01-00029-00-FP (Mokena) Project M-8003(200) Route FAU 306 (LaPorte Road) District 1 Construction Funds

### PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Firm Name	
(IF A CO-PARTNERSHIP)		
``````````````````````````````````````		
		Name and Address of All Members of the Firm:
_		
	Corporate Name	
	Ву	Signature of Authorized Representative
(IF A CORPORATION)		Signature of Authonzed Representative
		Typed or printed name and title of Authorized Representative
	Attest	Signature
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE	Business Address	
SECOND PARTY SHOULD SIGN BELOW)		
	Corporate Name	
	Ву	
(IF A JOINT VENTURE)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	
		Signature
	Business Address	
If more than two parties are in the joint venture,	nlaasa attach on oddit	ional signature sheat
in more than two parties are in the joint venture,	piease allach an addit	เบเล่ อยู่แลเนเซ อเเซซเ.



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

Item No.	
Letting Date	

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, are

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

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

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

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

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

PRINCIPAL	SURETY	
(Company Name)	(Company Name)	
By:	By:	
(Signature & Title)	(Signature of Attorney-in-Fact)	
STATE OF ILLINOIS, COUNTY OF	otary Certification for Principal and Surety	
I,	, a Notary Public in and for said County, do hereby certify that	
and _		
(Insert names of indiv	viduals signing on behalf of PRINCIPAL & SURETY)	
	whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and edged respectively, that they signed and delivered said instrument as their free and voluntary	
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. 83825 WILL County Section 01-00029-00-FP (Mokena) Project M-8003(200) Route FAU 306 (LaPorte Road) District 1 Construction Funds





# **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., April 28, 2006. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 83825 WILL County Section 01-00029-00-FP (Mokena) Project M-8003(200) Route FAU 306 (LaPorte Road) District 1 Construction Funds

Project consists of pavement resurfacing from Wolf Road to Anna Street and pavement reconstruction from Anna Street to a location west of Kirkstone Way including drainage structures, storm sewers, pavement removal, bituminous surface removal, curb and gutter, sidewalk removal and replacement, full-depth bituminous pavement and all other work to complete the project in the Village of Mokena.

- 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 and LOCAL ROADS AND STREETS 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 and RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

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LAMPS
LIGHT POLES

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UNIT DUCT
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LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 200 WATT
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BDE SPECIAL PROVISIONS

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SD 16 SD 17		"Slab Movement Detection Device" (Eff. 11-1-84) "Required Cold Milled Surface Texture" (Eff. 11-1-87)	
105	х	"Cooperation with Utilities" (Eff 1/1/99) (Rev 1/1/06).	60A-60B
107-1	~	"Nationwide Permit No. 14" (Eff. 2-1-04) (Rev. 3-1-05). Developed by the Bureau of Local Roads and Streets to outline the necessary requirements to comply with No. 14 permits.	
107-2		"Railroad Protective Liability Insurance for Local Lettings" (Eff. 3-1-05). Developed by the Bureau of Local	
107-3		"Wages of Employees on Public Works" (Eff 8-10-95)	
108		"Combination Bids (Eff. 1-1-94)(Rev. 3-1-05). Developed by the Bureau of Local Roads & Streets to allow the revision of working days and calendar days. Revised to incorporate applicable portions of deleted Sections 102 & 103	
109		"Contract Claims" (Eff. 1-1-02) (Rev. 5-1-02). Developed by the Bureau of Local Roads,and Streets to assist local agencies in handling contract claims.	
212		"Shaping Roadway" (Eff. 8-1-69) (Rev. 1-1-02)	
302		Rescinded	
355-1		"Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10-1-73)(Rev. 1-1-02)	
355-2		"Asphalt Stabilized Base Course, Plant Mix" (Eff. 2-20-63)(Rev. 1-1-02)	
355-3		"Bituminous Aggregate Mixture Base Course" (6-27-66)(Rev. 1-1-02). Developed by the	
		Bureau of Materials and Physical Research and the Bureau of Local Roads and Streets to	
400		construct a stabilized base course with paving grade asphalt.	
400 402		"Penetrating Emulsified Prime" (Eff. 4-1-84)(Rev. 1-1-02) "Salt Stabilized Surface Course" (Eff. 2-20-63)(Rev. 1-1-02)	
402 403-1		"Penetrating Emulsified Asphalt" (Eff. 1-1-94)(Rev. 1-1-02). Developed for bituminous	
403-1		surface treatments on roads that require flexibility and penetration due to low traffic volume.	
403-2		Bituminous Hot Mix Sand Seal Coat" (Eff. 8-1-69)(Rev. 1-1-02)	
420		"PCC Pavement (Special)" (Eff. 5-12-64)(Rev. 1-1-02). Developed by the Bureau of Local Roads & Streets	
		to allow local agencies to construct quality PCC pavements for low volume roads.	
430		"Paving Brick and Concrete Paver Pavements and Sidewalks" (Eff 1-1-04) Developed by the Bureauof Local Roads & Streets and the Bureau of Materials & Physical Research to provide statewide requirements	
		for paving brick and concrete paver pavements and sidewalks.	
442		"Bituminous Patching Mixtures for Maintenance Use" (Eff 1-1-04). Developed by the Bureau of Local Roads	
,		& Streets to reference approved bituminous patching mixtures.	
451		"Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10-1-91)(Rev. 1-1-02)	
503-1		"Furnishing Class SI Concrete" (Eff. 10-1-73)(Rev. 1-1-02)	
503-2		"Furnishing Class SI Concrete (Short Load)" (Eff. 1-1-89) (Rev. 1-1-02). Developed by the Bureau of Local Roads and Streets to allow a load charge to be added when short loads are expected during the contract.	
542		"Pipe Culverts, Type (Furnished)" (Eff. 9-1-64) (Rev. 1-1-02)	
663		"Calcium Chloride Applied" (Eff. 6-1-58) (Rev. 1-1-02)	
671		Rescinded	
701		"Flagger Certification" (Eff. 1-1-93) (Rev. 1-1-02)	
702		"Construction and Maintenance Signs" (Eff 1-1-04) Developed by the Bureau of Local Roads & Streets to	
1004		"Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1-1-02). Developed by the Bureau of Materials & Physical Research, the Bureau of Local Roads & Streets, and Local Agencies to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation	
1013		Control System (AGCS) to a finer mix for Hot-Mix Asphalt. "Rock Salt (Sodium Chloride)" (Eff. 8-1-69) (Rev. 1-1-02)	
1010			

#### BDE SPECIAL PROVISIONS For The April 28, and June 16, 2006 Lettings

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

•					
<u>File Name</u>	<u>PG</u> #		Special Provision Title	<u>Effective</u>	<u>Revised</u>
80099	· <u>··</u>		Accessible Pedestrian Signals (APS)	April 1, 2003	
80156	61	x	Aggregate Shipping Tickets	Jan. 1, 2006	
80108	01		Asbestos Bearing Pad Removal	Nov. 1, 2003	
72541			Asbestos Waterproofing Membrane and Asbestos Bituminous	June 1, 1989	June 30,1994
12041			Concrete Surface Removal	buile 1, 1909	buile 00, 1004
80128			Authority of Railroad Engineer	July 1, 2004	
80065	62	X	Bituminous Base Course/Widening Superpave	April 1, 2002	Aug. 1, 2005
80050	68	X	Bituminous Concrete Surface Course	April 1, 2001	April 1, 2003
80142		X	Bituminous Equipment, Spreading and Finishing Machine	Jan. 1, 2005	
80066			Bridge Deck Construction	April 1, 2002	April 1, 2004
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Aug. 1, 2001
80118			Butt Joints	April 1, 2004	April 1, 2005
80031			Calcium Chloride Accelerator for Portland Cement Concrete Patching	Jan. 1, 2001	1 ipin 1, 2000
80077			Chair Supports	Nov. 1, 2002	Nov. 2, 2002
80051	70	X	Coarse Aggregate for Trench Backfill, Backfill and Bedding	April 1, 2001	Nov. 1, 2003
80094	77	X	Concrete Admixtures	Jan. 1, 2003	July 1, 2004
80112		<u> </u>	Concrete Barrier	Jan. 1, 2004	April 2, 2004
80102			Corrugated Metal Pipe Culverts	Aug. 1, 2003	July 1, 2004
80114	82	x	Curing and Protection of Concrete Construction	Jan. 1, 2004	Nov. 1, 2005
80146	90	X	Detectable Warnings	Aug. 1, 2005	1000. 1, 2000
80029		x	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	June 22, 2005
80144			Elastomeric Bearings	April 1, 2005	Vunc 22, 2000
31578			Epoxy Coating on Reinforcement	April 1, 1997	Jan. 1, 2003
80041			Epoxy Pavement Marking	Jan. 1, 2001	Aug. 1, 2003
80055	100	X	Erosion and Sediment Control Deficiency Deduction	Aug. 1, 2001	Nov. 1, 2000
80103	101	X	Expansion Joints	Aug. 1, 2003	1007. 1, 2001
80101	102	X	Flagger Vests	April 1, 2003	Jan. 1, 2006
80079	103	X	Freeze-Thaw Rating	Nov. 1, 2002	ban. 1, 2000
80072	100		Furnished Excavation	Aug. 1, 2002	Nov. 1, 2004
80054	104	x	Hand Vibrator	Nov. 1, 2002	1404. 1, 2004
80147	104	<u> </u>	Illuminated Sign	Aug. 1, 2005	
80109			Impact Attenuators	Nov. 1, 2003	
80110			Impact Attenuators, Temporary	Nov. 1, 2003	April 1, 2004
80104	105	X	Inlet Filters	Aug. 1, 2003	April 1, 2004
80080	100		Insertion Lining of Pipe Culverts	Nov. 1, 2002	Aug. 1, 2003
* 80150			Light Emitting Diode (LED) Pedestrian Signal Head	Nov. 1, 2002	April 1, 2006
80067	a st		Light Emitting Diode (LED) Signal Head	April 1, 2002	Nov. 1, 2005
80081			Lime Gradation Requirements	Nov. 1, 2002	1407. 1, 2000
* 80133			Lime Stabilized Soil Mixture	Nov. 1, 2002	April 1, 2006
* 80158	· ·	·	Manholes	April 1, 2004	April 1, 2000
80045			Material Transfer Device	June 15, 1999	March 1, 2001
			Minimum Lane Width with Lane Closure	Jan. 1, 2005	March 1, 2001
80137			Mulching Seeded Areas	Jan. 1, 2005	
80138	107	~	Multilane Pavement Patching	Nov. 1, 2005	
80082	107	X	•		
80129			Notched Wedge Longitudinal Joint	July 1, 2004	Aug 1 2002
80069		L	Organic Zinc-Rich Paint System	Nov. 1, 2001	Aug. 1, 2003

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	÷.				
<u>File Name</u>			Special Provision Title	Effective	Revised
	<u>#</u>			0 1 1 0000	
80116	108	X	Partial Payments	Sept. 1, 2003	
80013	100		Pavement and Shoulder Resurfacing	Feb. 1, 2000	July 1, 2004
53600	109 114	X	Pavement Thickness Determination for Payment Payments to Subcontractors	April 1, 1999 June 1, 2000	Jan. 1, 2004 Jan. 1, 2006
80155	116	x	Payrolls and Payroll Records	Aug. 10, 2005	Jan. 1, 2000
80130	118	X	Personal Protective Equipment	July 1, 2004	
80148	119	X	Planting Woody Plants	Jan. 1, 2006	
80134	••		Plastic Blockouts for Guardrail	Nov. 1, 2004	
80073		1	Polymer Modified Emulsified Asphalt	Nov. 1, 2002	
80119			Polyurea Pavement Marking	April 1, 2004	
80124			Portable Changeable Message Signs	Nov. 1, 1993	April 2, 2004
80139	120	X	Portland Cement	Jan. 1, 2005	Nov. 1, 2005
80083	121	X	Portland Cement Concrete	Nov. 1, 2002	
80036			Portland Cement Concrete Patching	Jan. 1, 2001	Jan. 1, 2004
419	122	X	Precast Concrete Products	July 1, 1999	Nov. 1, 2004
80120			Precast, Prestressed Concrete Members	April 1, 2004	
80084			Preformed Recycled Rubber Joint Filler	Nov. 1, 2002	
80015			Public Convenience and Safety	Jan. 1, 2000	Amril 1, 2005
80121	÷.,	· · · ·	PVC Pipeliner	April 1, 2004	April 1, 2005
* 80159 80122	1.1		Railroad Flaggers Railroad, Full-Actuated Controller and Cabinet	April 1, 2006 April 1, 2004	11 - 11 - 11 - 11 - 11 - 11 - 11 - 11
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	Jan. 1, 2000
80105			Raised Reflective Pavement Markers (Bridge)	Aug. 1, 2003	
80011	123	X	RAP for Use in Bituminous Concrete Mixtures	Jan. 1, 2000	April 1, 2002
* 80160	120		Reflective Crack Control Treatment	April 1, 2006	April 1, 2002
80151	127	X	Reinforcement Bars	Nov. 1, 2005	Nov. 2, 2005
80032			Remove and Re-Erect Steel Plate Beam Guardrail and Traffic Barrier	Jan. 1, 2001	Jan. 1, 2005
			Terminals		
80085			Sealing Abandoned Water Wells	Nov. 1, 2002	
80131	129	Х	Seeding and Sodding	July 1, 2004	Aug. 1, 2005
80152	132	Х	Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	-
80132	138	X	Self-Consolidating Concrete for Precast Products	July 1, 2004	Nov. 1, 2005
80096			Shoulder Rumble Strips	Jan. 1, 2003	
80140			Shoulder Stabilization at Guardrail	Jan. 1, 2005	
* 80135			Soil Modification	Nov. 1, 2004	April 1, 2006
80070	140	<u>    X                                </u>	Stabilized Subbase and Bituminous Shoulders Superpave	April 1, 2002	Aug. 1, 2005
80127			Steel Cost Adjustment	April 2, 2004	July 1, 2004
80153			Steel Plate Beam Guardrail	Nov. 1, 2005	
80143	146	X	Subcontractor Mobilization Payments	April 2, 2005	
80086	147	<u>X</u>	Subgrade Preparation	Nov. 1, 2002	
80136			Superpave Bituminous Concrete Mixture IL-4.75	Nov. 1, 2004	A: 11.4 000.4
80010	148	<u>X</u>	Superpave Bituminous Concrete Mixtures	Jan. 1, 2000	April 1, 2004
80039		· · · · · · · · · · · · · · · · · · ·	Superpave Bituminous Concrete Mixtures (Low ESAL)	Jan. 1, 2001	April 1, 2004
80075			Surface Testing of Pavements	April 1, 2002	Nov. 1, 2005
80145			Suspension of Slipformed Parapets	June 11, 2004	Nov 1 2002
80092 80087	155	X	Temporary Concrete Barrier Temporary Erosion Control	Oct. 1, 2002 Nov. 1, 2002	Nov. 1, 2003
80087	100	<b>├</b> ^	Temporary Module Glare Screen System	Jan. 1, 2002	
80106			Temporary Portable Bridge Traffic Signals	Aug. 1, 2000	
80098			Traffic Barrier Terminals	Jan. 1, 2003	
5729I	157	x	Traffic Control Deficiency Deduction	April 1, 1992	Jan. 1, 2005
* 80161	101		Traffic Signal Grounding	April 1, 2006	
20338	158	X	Training Special Provisions	Oct. 15, 1975	
80107	100		Transient Voltage Surge Suppression	Aug. 1, 2003	
00101		L	· · · · · · · · · · · · · · · · · · ·	<u>-</u>	

<u>File Name</u>	<u>PG</u> #	Special Provision Title		Effective	Revised
80123	± 161	X	Truck Bed Release Agent	April 1, 2004	
80154			Turf Reinforcement Mat	Nov. 1, 2005	· · · · · · · · · · · · · · · · · · ·
* 80162			Uninterruptable Power Supply (UPS)	April 1, 2006	
80149			Variable Spaced Tining	Aug. 1, 2005	
* 80163	· . · · · · ·		Water Blaster with Vacuum Recovery	April 1, 2006	
80048	162	X	Weight Control Deficiency Deduction	April 1, 2001	Aug. 1, 2002
80090			Work Zone Public Information Signs	Sept. 1, 2002	Jan. 1, 2005
80125			Work Zone Speed Limit Signs	April 2, 2004	Jan. 1, 2006
80126			Work Zone Traffic Control	April 2, 2004	Nov. 1, 2005
80097	164	X	Work Zone Traffic Control Devices	Jan. 1, 2003	Nov. 1, 2004
80071	166	X	Working Days	Jan. 1, 2002	

The following special provisions have been deleted from use:

80141 Additional Award Criteria This special provision is no longer required.

<u>80113</u> Curb Ramps for Sidewalk This special provision has been replaced by the BDE Special Provision, "Detectable Warnings".

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

Building Removal-Case I

Building Removal-Case II

Building Removal-Case III

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

#### SPECIAL PROVISIONS FOR VILLAGE OF MOKENA LAPORTE ROAD RECONSTRUCTION

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 "Manual on Uniform Traffic Control Devices for Streets and Highways", the Manual of Test Procedures of Materials in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions"; adopted March 1, 2005; the Standard Specifications for Water & Sewer Main Construction in Illinois. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

#### LOCATION OF PROJECT

The work on LaPorte Road begins approximately 117 feet east of Wolf Road and extends easterly for a distance of 5,850 feet to approximately 729 feet west of Kirkstone Way.

#### **DESCRIPTION OF IMPROVEMENT**

This project consists of pavement resurfacing from Wolf Road to Anna Street and pavement reconstruction from Anna Street to a location west of Kirkstone Way.

The work included in this Contract shall consist of furnishing all the materials, labor, equipment and incidentals required for drainage structures; storm sewers; pavement removal, bituminous surface removal; curb and gutter; driveway removal and replacement; full-depth bituminous pavement; bituminous resurfacing; adjustment of drainage structures; restoration and all other incidental work necessary to complete this improvement according the Plans, Standard Specifications and Special Provisions.

#### MAINTENANCE OF ROADWAYS

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.

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Estimated Dates for Start and

Relocation or Adjustment

Completion of

#### STATUS OF UTILITIES TO BE ADJUSTED.

The following utilities are involved in this project. Utility companies included in this project have provided the following estimated dates.

Name of Utility	Type	Location
Comcast	Cable	13+00 RT
Nicor	Gas	13+55 LT
Commonwealth Edison	relocate utility pole	13+86 LT
Comcast	Cable	15+10 LT
Commonwealth Edison	relocate utility pole	15+14 LT
Nicor	Gas	15+25 LT
Comcast	Cable	15+45 LT
SBC	Telephone	15+55 LT
Nicor	Gas	15+55 LT
Commonwealth Edison	relocate utility pole	15+64 LT
Commonwealth Edison	relocate utility pole	16+71 LT
SBC	Telephone	17+47 LT
Nicor	Gas	17+47 LT
Comcast	Cable	17+47 LT
Commonwealth Edison	relocate utility pole	17+53 LT
Commonwealth Edison	relocate utility pole	18+45 LT
Commonwealth Edison	relocate utility pole	18+93 LT
Comcast	Cable	19+35 RT
Nicor	Gas	19+45 LT
Commonwealth Edison	Electrical	19+50 RT

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Comcast	Cable	19+50 LT
Comcast	Cable	19+60 LT
Commonwealth Edison	relocate utility pole	20+03 LT
Comcast	Cable	20+05 LT
Commonwealth Edison	relocate utility pole	21+50 LT
Commonwealth Edison	relocate utility pole	22+01 LT
Village of Mokena	12" Water Main	22+00 to 24+50 RT
Nicor	Gas	22+08 LT
Commonwealth Edison	relocate utility pole	22+10 RT
SBC	Telephone	22+25 CL
Nicor	Gas	24+33 LT
SBC	Telephone	24+33 RT
Commonwealth Edison	Electrical Line	24+60 CL
Nicor	Gas	26+48 LT
Nicor SBC	Gas Telephone	26+48 LT 26+48 RT
SBC	Telephone	26+48 RT
SBC Nicor	Telephone Gas	26+48 RT 28+74 LT
SBC Nicor SBC	Telephone Gas Telephone	26+48 RT 28+74 LT 28+74 RT
SBC Nicor SBC Nicor	Telephone Gas Telephone Gas	26+48 RT 28+74 LT 28+74 RT 31+00 LT
SBC Nicor SBC Nicor SBC	Telephone Gas Telephone Gas Telephone	26+48 RT 28+74 LT 28+74 RT 31+00 LT 31+00 RT
SBC Nicor SBC Nicor SBC SBC	Telephone Gas Telephone Gas Telephone Adjust Utility Vault	26+48 RT 28+74 LT 28+74 RT 31+00 LT 31+00 RT 34+10 RT
SBC Nicor SBC Nicor SBC SBC Nicor	Telephone Gas Telephone Gas Telephone Adjust Utility Vault Gas	26+48 RT 28+74 LT 28+74 RT 31+00 LT 31+00 RT 34+10 RT 35+14 LT
SBC Nicor SBC SBC SBC Nicor SBC	Telephone Gas Telephone Gas Telephone Adjust Utility Vault Gas Telephone	26+48 RT 28+74 LT 28+74 RT 31+00 LT 31+00 RT 34+10 RT 35+14 LT 35+20 LT
SBC Nicor SBC SBC SBC SBC Nicor SBC SBC Comcast Commonwealth	Telephone Gas Telephone Gas Telephone Adjust Utility Vault Gas Telephone Cable	26+48 RT 28+74 LT 28+74 RT 31+00 LT 31+00 RT 34+10 RT 35+14 LT 35+20 LT 35+30 LT
SBC Nicor SBC SBC SBC SBC Nicor SBC Comcast Commonwealth Edison	Telephone Gas Telephone Gas Telephone Adjust Utility Vault Gas Telephone Cable relocate utility pole	26+48 RT 28+74 LT 28+74 RT 31+00 LT 31+00 RT 34+10 RT 35+14 LT 35+20 LT 35+30 LT 35+34 RT
SBC Nicor SBC SBC SBC SBC Nicor SBC Comcast Commonwealth Edison Nicor	Telephone Gas Telephone Gas Telephone Adjust Utility Vault Gas Telephone Cable relocate utility pole	26+48 RT 28+74 LT 28+74 RT 31+00 LT 31+00 RT 34+10 RT 35+14 LT 35+20 LT 35+30 LT 35+34 RT
SBC Nicor SBC SBC SBC SBC Nicor SBC Comcast Commonwealth Edison Nicor Nicor	Telephone Gas Telephone Gas Telephone Adjust Utility Vault Gas Telephone Cable relocate utility pole	26+48 RT 28+74 LT 28+74 RT 31+00 LT 31+00 RT 34+10 RT 35+14 LT 35+20 LT 35+30 LT 35+34 RT 36+02 LT 36+59 LT
SBC Nicor SBC SBC SBC SBC Nicor SBC Comcast Commonwealth Edison Nicor Nicor Nicor	Telephone Gas Telephone Gas Telephone Adjust Utility Vault Gas Telephone Cable relocate utility pole	26+48 RT 28+74 LT 28+74 RT 31+00 LT 31+00 RT 34+10 RT 35+14 LT 35+20 LT 35+30 LT 35+34 RT 36+02 LT 36+59 LT 38+42 LT

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Nicor	Gas	42+50 LT
Commonwealth	relocate utility pole	42+50 LT
Edison		
Nicor	Gas	44+25 LT
Commonwealth	relocate utility pole	45+31 RT
Edison		
Nicor	Gas	46+05 LT
Commonwealth	relocate utility pole	47+11 RT
Edison		
Nicor	Gas	47+92 LT
Nicor	Gas	48+90 LT
Commonwealth	relocate utility pole	49+03 RT
Edison		
Nicor	Gas	49+82 LT
Nicor	Gas	52+14 LT
Comcast	Cable	52+14 LT
Nicor	Gas	52+75 LT
Nicor	Gas	54+55 LT
Nicor	Gas	56+32 LT
Comcast	Cable	60+70 RT
Comcast	Cable	61 <b>+90</b> RT
Commonwealth	relocate utility pole	64+31 RT
Edison		
Commonwealth	relocate utility pole	66+27 RT
Edison		
Commonwealth	relocate utility pole	68+23 RT
Edison		

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.

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Ciorba Group, Inc.

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#### **INTERIM COMPLETION DATE**

In addition to the number of working days specified in this contract, the paving for all of Segment 1 as identified in the Maintenance of Traffic section of the plans shall be completed to the Binder Course by November 10, 2006.

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, if included in this contract, shall apply to both the completion date and the number of working days.

#### REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

This work shall consist of removing and disposing of unsuitable materials, of varying depths from the proposed subgrade, at the locations specified on the Plans and where directed by the Engineer, in accordance with the applicable portions of Section 202 of the Standard Specifications and as directed by the Engineer

This work shall be paid for at the contract unit price per cubic yard for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL, which price shall include all labor, material and equipment necessary to remove and dispose of the unsuitable material as specified herein.

## TREES TO BE TRANSPLANTED

This work consists of digging and transplanting various sizes of trees.

The trees designated by the Engineer to be salvaged shall be removed and immediately replanted as directed by the Engineer. Mechanically dug plants must be replanted immediately in their permanent locations and not stored.

All work methods, transplanting of salvaged plant material and all other related landscape work shall be done in accordance with Section 253 of the Standard Specifications except as follows:

Article 253.03 - add the following:

Digging and planting times for transplanted trees shall be as required by the Engineer and shall not cause delay of the project.

Planting times for replacement plants shall be as required in Article 253.03.

Article 253.04 - add the following:

Trees to be transplanted shall not be dug more than 24 hours prior to the time the Contractor is ready to transport these materials from their original locations. All trees shall be balled and burlapped or mechanically dug to the sizes specified in Table I of Article 781.01 of the Standard Specifications. Earth balls of balled and burlapped plant material shall be watered and shall be protected against drying out. Balled plants shall not be left in open holes overnight.

Article 253.09(a) - add the following:

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S.P. 6

All tree pruning shall be done prior to installation.

Article 253.14 - add to paragraph three the following:

Any transplanted tree which is not acceptable at the time of final inspection shall be replaced with a balled and burlapped tree of the same type and tree diameter as that which is unacceptable.

#### Method of Measurement:

Trees to be transplanted shall be measured for payment as each in place at the planting location. A root ball with multiple stems shall be measured as one tree.

Basis of Payment:

This work will be paid for at the contract unit price each for TREES TO BE TRANSPLANTED of the size indicated.

#### POROUS GRANULAR EMBANKMENT, SUBGRADE

Effective: September 30, 1985 Revised: November 1, 1996 Edited: October 16, 2003

This work shall consist 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 the applicable portions of Section 207 of the Standard Specifications. The material shall be used as a bridging layer over soft, pumpy, loose soil and for placement under water and shall conform with Article 1004.06 of the Standard Specifications except the gradation shall be as follows:

1. Crushed Stone, and Crushed Concrete

<u>Sieve Size</u>	Percent Passing
*6"	90±10
2"	45 <del>±</del> 25
#200	0±10

\*For undercut less than 6-inch, sieve size may be 4-inch.

Rolling each lift of the porous granular material with a vibratory roller meeting the requirements of Article 1101.01 of the Standard Specifications should be sufficient to obtain the desired keying or interlock and necessary compaction. The Engineer shall verify that adequate keying has been obtained.

A 3-inch nominal thickness top lift of capping aggregate having a gradation of CA 6 will be required when Aggregate Subgrade is not specified on the Contract and Porous Granular Embankment, Subgrade will be used under the pavement structure 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.

The full depth of the subgrade undercut should occur at the limits determined by the Engineer.

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

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

#### PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL

This item shall consist of the construction of driveway pavements at locations shown on the Plans or as directed by the Engineer.

The driveway shall be constructed on compacted SUB-BASE GRANULAR MATERIAL, TYPE B, 4" on a dry natural or compacted subgrade. Driveways shall have a minimum thickness of 6 inches. The concrete shall be high-early-strength.

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Formwork for PCC Driveway Pavement shall be a minimum of 2x6. <u>No 2x4 forms will be allowed</u> <u>during construction</u>.

This work will be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL of the thickness specified, which shall include payment for the aggregate base and all work specified herein.

# DRIVEWAY PAVEMENT REMOVAL

Work under this item will be performed in accordance with Section 440 of the Standard Specifications and the Standard Construction Details, except as herein modified.

<u>Description</u>: This work consists of the removal and disposal of existing concrete, bituminous, stone or dirt driveways to the proposed elevations and dimensions as indicated on the plans or directed by the Engineer. Any additional excavation required to install the proposed P.C.C. DRIVEWAY PAVEMENT, 6 INCH, SPECIAL or BITUMINOUS DRIVEWAY PAVEMENT at the proposed elevations and Standard Detail Cross Sections will be considered incidental to this item. The proposed driveway will not be considered part of this item.

<u>General Requirements</u>: The Contractor must sawcut full depth a perpendicular clean joint between that portion of the driveway to be removed and that portion of the driveway which is to remain in place. The cost of this work will be incidental to the contract unit price of this item. If the Contractor removes or damages the existing driveway outside of the limits designated by the Engineer for removal or replacement, he will be required to repair that portion at his own expense to the satisfaction of the Engineer.

<u>Method of Measurement</u>: Driveway pavement removal will be measured in place in square yards. The dimensions used will be the greater of the existing driveway or the proposed driveway up to plan dimensions; however, areas of overlap with other removal items will not be measured for payment twice.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per square yard for DRIVEWAY PAVEMENT REMOVAL, which price includes removal and disposal of the existing driveway material from existing elevation to proposed sub-base elevation and to the Standard Section Dimensions. Full depth sawcutting is also included in this item.

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#### BICYCLE PATH REMOVAL

Work under this item will be performed in accordance with Section 440 of the Standard Specifications, except as herein modified.

<u>Description</u>: This work consists of the removal and disposal of the existing bituminous bicycle path at locations as shown on the plans or as directed by the Engineer. The proposed path will not be considered part of this item.

<u>General Requirements</u>: The Contractor must sawcut full depth a perpendicular clean joint between that portion of the bicycle path to be removed and that portion of the bicycle path which is to remain in place. The cost of this work will be incidental to the contract unit price of this item. If the Contractor removes or damages the existing bicycle path outside of the limits designated by the Engineer for removal or replacement, he will be required to repair that portion at his own expense to the satisfaction of the Engineer.

Method of Measurement: Bicycle path removal will be measured in place in square yards.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per square yard for BICYCLE PATH REMOVAL, which price includes removal and disposal of the existing path from existing elevation to proposed sub-base elevation. Full depth sawcutting is also included in this item.

#### DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED VALVE BOXES TO BE ADJUSTED

This work includes the vertical adjustment (up or down) of the cast iron extension for the water service valve box to the finished grade or as directed by the Engineer, and must be done in accordance with applicable portions of Section 565 of the Standard Specifications. Sufficient space and length along the extension must be provided in order to freely raise or lower the extension. Extreme care must be taken to keep the inside of the extension and box completely free of any material that would prevent the opening and closing of the water service valve.

This work will be paid for at the contract unit price each for DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED, or VALVE BOXES TO BE ADJUSTED, which price shall be full compensation for all labor, equipment and materials to complete the work as specified herein.

#### VALVE BOXES TO BE ADJUSTED

This work shall include the adjustment of existing valve boxes to the proposed surface. All work shall be in accordance with the applicable portions of Section 602 of the Standard Specifications, at the locations shown in the Plans or as designated by the Engineer and as herein specified. In order to make the necessary adjustments, the Contractor may have to provide either slide type or screw type extensions for the existing valve box. It shall be the Contractor's responsibility to ascertain the type of the existing valve boxes. The area between the adjusted casting and existing pavement shall be backfilled with Portland Cement Concrete to the thickness of the pavement.

This item will be paid for at the contract unit price each for VALVE BOXES TO BE ADJUSTED, which price shall include all labor, material, (including extension pieces if required), and equipment necessary to complete the work as specified.

#### TRAFFIC CONTROL PLAN

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 Highway", any special details and Highway Standards contained in the plans, the Traffic Specifications and the Special Provisions contained herein.

Special attention is called to Articles 107.09 and Sections 701 and 702 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 Engineer at least 72 hours in advance of beginning work.

STANDARD: 701501, 702001

DETAILS: Maintenance of Traffic – Traffic Control Plan Maintenance of Traffic – Detour Plan

SPECIAL PROVISIONS: Traffic Control and Protection Maintenance of Roadways Traffic Control and Protection for Temporary Detour

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#### TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR

Effective: September 1, 1995 Revised: January 1, 1997

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route.

Furnishing, erecting, maintaining and removing traffic control devices along detour routes, in accordance with the details shown in the plans, will be paid for at the contract unit price each for TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR.

#### TRAFFIC CONTROL AND PROTECTION

The Contractor shall be responsible for all signing, traffic control, and protection of this project in accordance with applicable parts of Section 700 of the Standard Specifications and the latest edition of the State of Illinois Manual on Uniform Traffic Control Devices. Streets under construction may be closed to through traffic during construction with the consent of the Engineer. The Contractor shall follow the Highway Standards provided in the plans and complete the work as directed by the Engineer.

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

Traffic Control and Protection shall be provided as called for in the Plans, these Special Provisions, applicable Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer.

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

All traffic control devices used on this project shall conform to the Plans, Special Provisions, Traffic Control Standards, Traffic Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. No modification of these requirements will be allowed without prior approval of the Engineer.

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

The initial erection of a traffic control installation shall not include devices that are bent, scratched, faded, worn, dirty or otherwise present a shabby appearance. The Contractor is required to conduct routine inspections of the work site at a frequency that will allow for the prompt replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the MUTCD, and the Traffic Control Standards or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from the view of the motorists all traffic control devices which are inconsistent with lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, the materials used shall totally block out reflectivity for the sign and shall cover the entire sign. The Engineer shall approve the method used for covering the signing.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects. When directed by the Engineer, the Contractor shall remove all traffic control devices that were furnished, installed and maintained by him/her under this Contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until authorization for relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him/her are operational, functional and effective 24 hours a day, including Sundays and holidays.

The Contractor shall stage construction activities or construct temporary entrances so that access is never eliminated. The Contractor shall complete any and all coordination necessary to maintain traffic in a manner that will not hinder the delivery of mail by the U. S. Postal Service within the work zone. The cost of any necessary provisions shall be incidental to this Special Provision. Where access is specified across the work zone, temporary aggregate ramps must be provided and maintained until pavement is once again restored. The ramps may need to be cut out and put back at various stages of excavation and as road building progresses. TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE) and TEMPORARY ACCESS (ROAD) shall be paid for separately as AGGREGATE SURFACE COURSE, TYPE B as specified herein.

This item includes all signs, signals, electric arrow boards, reflectorized paint lines and markings, traffic cones, barricades, warning lights, drums, flagmen, and other traffic control devices required for the type of operation being performed. The Contractor shall at all times conduct the work in such a manner as to ensure the least obstruction to vehicular and pedestrian traffic. The convenience and safety of the general public and of residents along the site shall be provided for in an adequate and satisfactory manner.

All of the contractor's workers must wear reflective orange vests at all times during work operations.

The Contractor shall distribute by hand a typed notice to residences that have driveways or accessways that will be closed or half closed due to curb, sidewalk, or driveway apron work. The Village will furnish the notice. The notice must be delivered at 48 hours before removal work begins. The contractor costs due to hand distribution of the notice furnished by the Village shall be included in the cost of traffic control for this contract.

The contractor shall obtain, erect, maintain and remove all signs, markings, barricades, electric light arrow boards, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic and or pedestrians. Placement and maintenance of all traffic control devices shall be as directed by the Engineer, and in accordance with the plans, attached standards, applicable parts of Article 107.14 of Standard Specifications and the Manual on Uniform Traffic Control Devices for Streets and Highways.

The Contractor shall clean the pavement of all dust, dirt and debris at the end of each day's operation and as required at other times. Nails should never be allowed lying on the pavement.

The Contractor shall replace any traffic control device, which has become ineffective due to damage or defacement. All traffic control devices shall be kept clean and neat in appearance. Barricades placed in excavated areas shall have leg extensions to maintain proper barricade height above the traveled way.

All barricades or signs shall be equipped with highly reflectorized covering and flashing amber warning lights. Construction signs necessary only during working hours shall be removed or covered during non-working hours.

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Barricades used for channelization or delineation and warning signs, shall be sequentially placed in the direction of the traffic flow and removed in reverse order. Lane closure signs and flagmen signs shall be erected prior to barricades and/or cones, and shall remain erected until such time as all traffic control devices have been removed from the pavement.

The Contractor shall also provide a list of three persons who can be contacted on a 24-hour basis to handle barricading, or other problems relating to the construction activity. These emergency response persons shall be capable of responding within 1 hour after notification by the Village. If there has been no response within 1 hour after notification, the Village will respond at a cost of \$40 per hour (1 man plus truck) with a minimum charge of two hours plus materials. This charge will be deducted from payments to the contractor.

Failure to comply with directions from the Engineer for correction of or changes to traffic control devices will result in a charge of \$1,000.00 per day or 0.05 percent of the awarded contract value, whichever is greater.

The work zone and all effort included in the management of traffic will be paid for at the contract unit price lump sum for TRAFFIC CONTROL AND PROTECTION. The price shall include all labor, materials and equipment necessary to provide, erect and maintain all traffic control and protection as specified herein or as directed by the Engineer. No additional compensation shall be made.

# AGGREGATE SURFACE COURSE, TYPE B

The Contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as directed by the Engineer.

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

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

Commercial Entrance. The minimum width shall be 7.2 m (24 ft.). The minimum compacted thickness shall be 230 mm (6 in.). The maximum grade shall be six percent, except as required to match the existing grade.

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Road. The minimum width shall be 7.2 m (24 ft.). The minimum compacted thickness shall be 230 mm (6 in.). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface coarse for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

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

Aggregate surface course for temporary access will be measured for payment as ton based on computer generated truck weight tickets from an approved scale for every private entrance, commercial entrance or road constructed for the purpose of temporary access. If a residential drive or commercial entrance is to be constructed under multiple stages, the aggregate needed to construct the subsequent stages will not be measured for payment but shall be considered incidental to the initial temporary access provided.

Aggregate surface course for temporary access will be paid for at the contract unit price per ton for AGGREGATE SURFACE COURSE, TYPE B.

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

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

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

#### TEST HOLE

This item shall consist of excavation to locate existing utilities at locations where conflict is possible within the proposed construction.

Test holes will be dug at locations authorized by the Engineer. The Contractor shall be responsible for notifying the utilities concerned.

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The test hole shall be of a size and depth sufficient to identify and establish locations of existing utilities. Utility damage by the Contractor shall be repaired at the expense of the Contractor.

After the Contractor has verified the location of the utility, the test hole shall be backfilled with either the excavated material or Trench Backfill, as directed by the Engineer. Any excess material shall be disposed of in accordance with Article 202.03 of the Standard Specifications.

**Basis Of Payment.** This work will be paid for at the contract unit price EACH for TEST HOLE which price shall include all labor and equipment necessary to complete the work as specified. Trench backfill will not be paid for separately, but shall be incidental to TEST HOLE.

## PIPE CULVERT REMOVAL

This work shall be performed in accordance with Section 501 of the Standard specifications except that pipe culverts of various diameters to be removed will not be measured separately, but will be measured for payment regardless of diameter. The pipe culverts will not be salvaged, but shall become the property of the contractor.

This work will be paid for at the contract unit price per foot for PIPE CULVERT REMOVAL, which price shall include all labor, materials, and equipment necessary for excavation and removal of the pipe. Backfilling will be paid for separately as Trench Backfill.

#### STORM SEWER REMOVAL

This work shall be performed in accordance with Section 551 of the Standard specifications except that storm sewer of various diameters to be removed will not be measured separately, but will be measured for payment regardless of diameter. The storm sewer will not be salvaged, but shall become the property of the contractor.

This work will be paid for at the contract unit price per foot for STORM SEWER REMOVAL, which price shall include all labor, materials, and equipment necessary for excavation and removal of the pipe. Backfilling will be paid for separately as Trench Backfill.

#### BITUMINOUS SURFACE REMOVAL (VARIABLE DEPTH)

This work consists of removing the existing bituminous surface at varying depths (1" to 2-3/4") and to the limits specified on the plans and as directed by the Engineer in accordance with Section 440 of the Standard Specifications, except as herein modified.

<u>General Requirements.</u> The equipment used for surface removal shall be a self-propelled grinding machine capable of removing in one pass, a layer of pavement at least six feet (6') in width and two (2") inches in depth. The grinding machine shall be on not less than a 6-foot wheelbase and shall be capable of grinding variable depths required. It shall be required that the material be conveyed by a continuous conveyor to a truck for removal from the construction site. It shall also have an effective means for removing excess material from the surface and for preventing any dust resulting from the operation escaping into the air.

Catch basins and open lid manholes shall be plated or have burlap placed between the lid and frame to prevent any grinding debris from entering the sewer system. Any debris entering a manhole shall be immediately removed.

Grindings shall be immediately removed from the site and legally disposed of in accordance with Article 202.03. Stockpiling of any debris resulting from this item shall not be allowed.

Upon completion of the grinding operation, any excess material, dust or debris remaining on the pavement shall be removed by means of a mechanical street sweeper following directly behind the grinding operation.

During the removal of the bituminous concrete surface the Contractor will encounter P.C.C. base course in patches, utility repairs, structure adjustment or other minor portions of the area being milled which are undetectable prior to the milling operation. No extra compensation will be allowed to the Contractor to grind (mill) P.C.C. Pavement and/or Base.

The nature and condition of the equipment and the manner of performing the work shall be such that the ground surface is not torn, gouged, shoved or otherwise injured by the grinding operations. Removing the pavement to the required depth adjacent to structures in the pavement surface such as drain castings and utility covers shall be accomplished in a manner satisfactory to the Engineer. This work shall be considered as incidental to BITUMINOUS SURFACE REMOVAL (VARIABLE DEPTH).

Unless otherwise specified, excess material resulting from the bituminous surface removal operation shall be removed and disposed of as specified in Article 202.03 of the Standard Specifications.

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Also included is the removal and legal disposal of any existing debris accumulated in the gutter or at the face of the curb. This work shall be considered incidental to this item and shall not be measured for payment.

The milling of side streets at intersections and other confined areas may be accomplished thru the use of a smaller, more maneuverable machine other than specified above.

The Contractor shall notify the Resident Engineer 72 hours prior to the need for the removal of parked vehicles from the street. The Contractor will then post the "No Parking" signs at least 72 hours preceding construction.

<u>Method of Measurement.</u> BITUMINOUS SURFACE REMOVAL (VARIABLE DEPTH) will be measured in place and the area computed in square yards. The square yards measured will be paid for only once regardless of the number of passes needed to remove the material.

<u>Basis of Payment</u>. This work shall be paid for at the contract unit price per square yard for BITUMINOUS SURFACE REMOVAL (VARIABLE DEPTH) which price shall be payment in full for completing the work as specified.

## FIRE HYDRANT AND VALVE TO BE RELOCATED

This work shall consist of moving an existing fire hydrant with auxiliary gate valve and valve box to the location shown on the plans or as directed by the Engineer. This work shall be completed in accordance with Section 45 of the Water and Sewer Main Specifications and the detail on the Plans.

The auxiliary valve shall be located a minimum of twenty-four (24) inches and a maximum of thirty-six (36) inches from the hydrant. Connection of the hydrant and auxiliary valve assembly shall be made with a six (6) inch diameter ductile iron water main.

The hydrant shall be plumb and set so that the lowest hose connection is at least twenty-four (24) inches above the surrounding finished grade. A minimum of 1/4 cubic yard of washed coarse stone shall be placed at and around the base of the hydrant to insure proper drainage of the hydrant after use. The blocking of the hydrant shall consist of precast solid concrete block extending from the hydrant to undisturbed soil and shall be placed to form a solid barrier adjacent to the hydrant base to counteract the pressure of water exerted thereon. Care shall be taken to insure that weep holes are not covered. The hydrant shall be set on a concrete base. The hydrant valves and tee shall be interconnected by steel rods if required by special soil conditions or clearance limitations. The Contractor shall furnish and install a Hydrant and Valve Box Grip to hold the valve box in its proper position during backfilling operations.

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A six-inch diameter ductile iron pipe from the water main tee to the auxiliary valve shall be installed and shall be included in the cost of this pay item.

This work will be paid for at the contract unit price each for FIRE HYDRANT AND VALVE TO BE RELOCATED, which price shall be full compensation for all labor, equipment and materials to complete the work as specified herein.

## SANITARY MANHOLE, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID SANITARY MANHOLE, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID WITH INTERIOR DROP CONNECTION

<u>Description</u>: This work shall consist of constructing sanitary manholes at the locations shown on the Plans. This work shall conform to Section 602 of the Standard Specifications except as described herein and as shown on the Plan details.

Manholes shall have precast reinforced concrete barrel sections conforming to ASTM C478 with preformed bituminous or "O"-ring joints and with integral precast-in-place bottoms. The precast-in-place bottom requirement may be waived for manholes to be built in existing sanitary sewer system lines, where precast slab bottoms may be used.

Manholes shall have offset cones.

No more than two precast concrete adjusting rings shall be allowed for a minimum of 4 inches and a maximum of 12 inches of adjusting rings.

All pipe connection openings shall be precast with resilient rubber watertight pipe-to-manhole sleeves or seals except for manholes installed in an existing live sanitary sewerage line. Flexible watertight sleeves (chimney seals) shall be installed from the manhole cone to the manhole casting as shown in the Plan details.

Manholes shall include a poured Class SI concrete bench carefully shaped to drain to the outlet pipe.

Frames and watertight solid lids with machined horizontal bearing surfaces shall be East Jordan Iron Works 1051-1 HD with Type B self-sealing lid or Neenah Foundry Company R-1550 Type B solid cover and watertight assembly or an Engineer approved equivalent. The lids shall be embossed with "MOKENA SANITARY."

Manhole steps shall be Neenah Foundry Company R-1981-I or an Engineer approved equivalent. For field installation manhole steps shall be Neenah Foundry Company R-1981-S or an Engineer approved equivalent.

A performed and trowelable bituminous joint sealant shall be between adjusting rings and cone sections and at all barrel section joints. The preformed bituminous joint sealant shall be Kent-Seal, Ram-Nek, E-Z Stick or an Engineer approved equivalent. The minimum dimensions of the preformed material shall be <sup>1</sup>/<sub>2</sub>-inch square.

Sanitary service connections to 5' diameter manholes shall be made with an internal drop connection as indicated in the plan details.

This item shall be paid for at the contract unit price per each for SANITARY MANHOLE, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID; or SANITARY MANHOLE, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID WITH INTERIOR DROP CONNECTION, which price shall include all labor, materials and equipment required to complete the work as described above, including the chimney seal, Class SI concrete, frame and lid, steps, preformed bituminous joint sealant, and pipe and anchors associated with the interior drop connection.

#### SANITARY SEWER, PVC (D3034) SDR 26, 8"

This work shall consist of furnishing and installing PVC sanitary sewer at the locations shown on the Plans or as directed by the Engineer. The work shall be done in accordance with Section 20, 30 and 31 of the Standard Specifications for Water and Sewer Main Construction in Illinois and the details shown on the Plans.

<u>Material</u>: The PVC sanitary sewer pipe shall conform to Section 30-3.01 of the Standard Specifications for Water and Sewer Main Construction in Illinois. The PVC pipe shall be SDR 26, shall conform to ASTM D 3034, and shall have integral wall bell and spigot joints with elastomeric seals as defined in ASTM F 477.

Excavation, Bedding and Backfilling: This work shall be performed in accordance with Sections 20 and 22 of the Standard Specification for Water and Sewer Main Construction in Illinois and the detail shown on the Plans. Granular bedding, 4 inches thick shall be installed under all sanitary sewers. Additional granular bedding to 12 inches above the pipe shall be installed. Granular bedding material from 4 inches below the bottom of the pipe to 12 inches above the top of the pipe shall <u>not</u> be paid for separately but shall be considered incidental to the pay item. All locations shall be backfilled in conformance with the detail shown on the Plans. Any sheeting or shoring required for open-cut trenches shall be done as incidental to the Contract. Sheeting or shoring shall be done as required by and in accordance with any governing Federal or State agencies, laws and local ordinances.

<u>Inspection and Videotaping</u>: All sanitary sewers and appurtenances shall be thoroughly jet cleaned prior to final inspection and prior to videotaping.

Prior to the start of construction the Contractor shall conduct a video tape television inspection of the existing sanitary sewer to locate all existing service connections. A videotape and written report of the television inspection shall be provided to the Village and the Engineer. All fees and cost for this work shall be borne by the contractor.

Upon completion of construction of the proposed sanitary sewer and prior to final acceptance a video taped television inspection shall be performed on the entire length of the proposed sanitary sewer. Videotapes and written reports of all television inspections shall be provided to the Village prior to final acceptance of the proposed sanitary sewer. The report shall include the footage traveled by the camera recorded as each stub is passed. The Village's Superintendent of Water and Sewer shall approve the form of the report. The videotape shall be in VHS format. All fees and cost involved in this television inspection shall be borne by the Contractor.

The maximum allowable infiltration shall be 100 gallons per inch of pipe diameter per mile per day of sewer pipe, including manholes in the test section. The joints shall be tight and any joint with visible leakage or any section of sanitary sewerage system with infiltration in excess of that specified above shall be sufficient cause for rejection of the system.

Repairs made to the proposed sanitary sewerage system in order to fulfill the requirements of this section shall be permanent and shall be equal in quality to new work constructed in accordance with this section. All such repairs shall be at the expense of the Contractor.

<u>Bypass Pumping:</u> The Contractor shall perform bypass pumping as directed by the Village's Superintendent of Water and Sewer to control the flow of wastewater in the existing sanitary sewer system during the installation of the proposed sanitary sewer. No bypassed wastewater shall be discharged into natural or manmade drainage systems. The cost of the bypass pumping shall be considered incidental to the cost of the sanitary sewer.

This work shall be paid for at the contract unit price per foot for SANITARY SEWER, PVC (D3034) SDR 26, 8", which price shall include all labor, materials, equipment and incidentals required to complete the work as described above.

#### SANITARY SEWER SERVICE 6"

This work shall consist of installing new sanitary sewer services at the locations shown on the plans or as directed by the Engineer. The work and materials shall conform to Section 34 of the Water and Sewer Main Specifications and the details shown on the plans.

The new service pipe material shall be polyvinyl chloride (PVC) with a SDR 26 rating. Each service line shall be connected to the new sanitary main by a PVC tee.

When the depth of the new sanitary service exceeds 12 feet, a riser shall be used to raise the pipe to a maximum of 9 feet below grade per the details in the plans. The sanitary sewer service shall be plugged at the right-of-way line to allow for future connections. The letter "S" shall be etched into the curb perpendicular to the end of the service.

This work shall be paid for at the contract unit price per lineal foot for SANITARY SEWER SERVICE 6", which price shall include shall include all labor, materials, and incidentals necessary to complete the work. Any risers including all fittings needed to meet the requirements of this special provision shall not be paid for separately, but shall be measured along the centerline of the pipe and paid for as part of this pay item. The removal and disposal of any existing service pipe within the right-of-way that interferes with installing the new sanitary sewer service shall also be considered included to this pay item.

#### **WOODEN FENCE RELOCATION**

<u>Description</u>: This work shall consist of relocating existing wooden fence at the locations shown on the Plans. This work shall be done in accordance with Article 664.04 of the Standard Specifications and the applicable portions of IDOT Standard 664001-01 and as herein specified.

<u>Construction Requirements</u>: The Contractor shall remove the existing wooden fence panels in a manner as to avoid damaging them. Any fence panels damaged during their removal shall be replaced in kind by the Contractor. No additional compensation will be given for the replacement of damaged fence panels.

The Contractor shall remove existing fence posts and fence post foundations as directed by the Engineer. The Contractor shall dispose of the existing fence posts and fence post foundations at a suitable off-site location. Any excavation required for the removal of the existing fence posts and/or fence post foundations shall be considered included in the cost of this pay item. The holes formed by the removal of the fence posts shall be filled with sand as directed by the Engineer. This work will not be paid for separately and shall be considered included in the contract unit price for this pay item.

The Contractor shall furnish and install new fence posts in accordance with IDOT Standard 664001-01. The new fence posts shall be of the same color, type and size as the existing fence posts. The new fence posts shall be set such that the height of the relocated fence matches the height of the adjacent fence.

The Contractor shall attach the existing fence panels to the new fence posts in a manner satisfactory to the Engineer. Any fence panels damaged during their re-erection shall be replaced in kind by the Contractor. No additional compensation will be given for the replacement of damaged fence panels.

If required by the Engineer, the Contractor shall paint the relocated fence. The color used to paint the relocated fence shall match the color of the adjacent fence to the satisfaction of the Engineer. This work shall be considered included in the contract unit price for this pay item.

<u>Method of Measurement</u>: The complete removal and relocation of the wooden fence will be measured for payment in feet based on the length of the existing fence that is removed.

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<u>Basis of Payment</u>: This work shall be paid for at the contract unit price per foot for WOODEN FENCE TO BE RELOCATED, which price shall include all labor, material, equipment and incidentals required to complete the work as described above, including furnishing and installing new fence posts and the concrete fence post foundations.

## STORM SEWERS, RUBBER GASKET

This work consists of constructing storm sewers of the required inside diameter with the necessary fittings required for crossing water main, at the locations shown on the plans, meeting the material and installation requirements in Section 41 of the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and the applicable portions of Section 550 of the Standard Specifications.

Rubber gasket joints shall meet the standard specifications of ASTM Designation C 443. The joints shall be approved by the Illinois Environmental Protection Agency for storm sewer lines crossing above water main.

Basis of Payment: This work will be paid for in accordance with Article 550.09 of the Standard Specifications at the contract unit price per foot for STORM SEWERS, RUBBER GASKET of the class, type, and diameter specified.

### PIPE CULVERTS, RUBBER GASKET

This work consists of constructing pipe culverts of the required inside diameter with the necessary fittings required for crossing water main, at the locations shown on the plans, meeting the material and installation requirements in Section 41 of the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and the applicable portions of Section 542 of the Standard Specifications.

Rubber gasket joints shall meet the standard specifications of ASTM Designation C 443. The joints shall be approved by the Illinois Environmental Protection Agency for storm sewer lines crossing above water main.

Basis of Payment: This work will be paid for in accordance with Article 550.09 of the Standard Specifications at the contract unit price per foot for PIPE CULVERTS, RUBBER GASKET of the class, type, and diameter specified.

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# SANITARY MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID

This work shall consist of adjusting sanitary manholes at the locations shown on the Plans. This work shall conform to Section 602 of the Standard Specifications except as described herein and as shown on the Plan details.

Frames and watertight solid lids with machined horizontal bearing surfaces shall be East Jordan Iron Works 1051-1 HD with Type B self-sealing lid or Neenah Foundry Company R-1550 Type B solid cover and watertight assembly or an Engineer approved equivalent. The lids shall be embossed with "MOKENA SANITARY."

A performed and trowelable bituminous joint sealant shall be between adjusting rings and cone sections and at all barrel section joints. The preformed bituminous joint sealant shall be Kent-Seal, Ram-Nek, E-Z Stick or an Engineer approved equivalent. The minimum dimensions of the preformed material shall be <sup>1</sup>/<sub>2</sub>-inch square.

This item shall be paid for at the contract unit price per each for SANITARY MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID, which price shall include all labor, materials and equipment required to complete the work as described above.

# **DUST CONTROL WATERING**

<u>Description</u>: This work shall consist of the exclusive control of dust resulting from construction operations and is not intended for use in the compaction of earth embankments or aggregate materials.

<u>General Requirements</u>: Dust shall be controlled by the uniform application of sprinkled water and shall be applied only when directed by the engineer.

All methods and equipment used for this work shall meet with the Engineer's approval and shall be equipped with adequate measuring devices for metering the exact amount of water discharged. All water used shall be properly documented by ticket or other approved means.

<u>Method of Measurement</u>: Dust Control Watering will be measured for payment in units of 1000 gallons of water applied.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per unit as DUST CONTROL WATERING, which price shall be payment in full for all labor, material and equipment required to perform the work as specified.

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# RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL

<u>Description</u>: This work shall consist of the removal of existing reflectors that conflict with traffic movements during construction. Once construction operations are complete, the reflector shall be reinstalled onto the casting.

<u>General Requirements</u>: The reflector shall be removed from the casting in a manner that shall not damage the reflector or casting. Once construction operations are complete, the reflector shall be placed back on the casting according to Section 781 of the Standard Specifications. If a reflector is damaged during removal or replacement, it shall be replaced with a new reflector at the Contractors expense.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price each for RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL, which price shall be payment in full for all labor, material and equipment required to perform the work as specified.

# WATER SERVICE CONNECTION

This work shall be completed in accordance with the detail shown on the Plans and Section 40-2.06C and 41-2.12 of the Water and Sewer Main Specifications. The pay item shall consist of furnishing and installing a corporation stop, service saddle, curb stop and domestic water service box of the specified size. The saddle shall be epoxy coated, stainless steel and double banded of a manufacturer approved by the Village. The corporation and curb stops and curb box shall be as manufactured by the Mueller Co. with the model to be approved by the Village.

This work shall be paid for at the contract unit price per each for WATER SERVICE CONNECTION which price shall include all materials and workmanship to complete the work as described above. This work does not include copper water service piping, which is paid for separately as COPPER WATER SERVICE.

# COPPER WATER SERVICE, 1 1/2" IN TRENCH

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New water service lines shall be trenched from the new main to the new curb stop at the locations shown on the Plans or as directed by the Engineer. The work shall be completed in accordance with Section 41-2.11 of the Water and Sewer Main Specifications. The trenching shall not be paid for separately but shall be included in the unit price for the pay item.

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The water service pipe shall be 1 ½ inch diameter copper water tube, Type K, soft temper, for underground service conforming to Section 40-2.06A of the Water and Sewer Main Specifications.

This work shall be paid for at the contract unit price per foot for COPPER WATER SERVICE, 1 1/2", IN TRENCH, which price shall include all pipe fittings required and all work as described above.

## COPPER WATER SERVICE, 1-1/2", DIRECTIONAL BORE

New water service lines shall be bored from the new main to the new curb stop at the locations shown on the Plans or as directed by the Engineer. The boring shall not be paid for separately, but shall be included in the unit price for the pay item. The work shall also include excavating for the boring and receiving pits, any necessary shoring required per OSHA and backfilling the boring and receiving pits once operations are completed.

The water service pipe shall be 1-1/2 inch diameter copper water tube, Type K, soft temper, for underground service conforming to Section 40-2.06A of the Water and Sewer Main Specifications.

This work shall be paid for at the contract unit price per foot for COPPER WATER SERVICE, 1-1/2", DIRECTIONAL BORE, which price shall include all pipe fittings required and all work as described above.

# **REMOVE AND RELOCATE WATER MAIN, 12"**

This work consists of the relocation of water main that is in direct conflict with the new work. This pay item includes all necessary excavation, cutting and removal of the existing water main, new water main and fittings, bedding and trench backfill over the pipe, thrust blocking, disinfection, and removal and disposal of excavated materials and water main. Areas of potential water main relocation shall be exposed by the Contractor to determine if there is a conflict. This work shall be paid for separately as TEST HOLES.

The new water main work shall be completed in accordance with Sections 20, 40, and 41 of the Standard Specifications for Water and Sewer Main Construction in Illinois. Ductile iron water main fittings shall not be paid for separately but shall be measured and paid for as part of this pay item. The minimum depth of cover over the water main shall be 60 inches.

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All water main and fittings shall be protected by loosely wrapping with polyethylene sheeting. The polyethylene sheeting shall be placed around the entire circumference of the water main and fittings and tied or taped securely to prevent displacement of the sheeting during backfill operations. The polyethylene sheeting shall comply with ASTM D 1248 and have a thickness not less than eight mils. The method of installation shall be in accordance with ANSI/AWWA C105/A21.5-93.

The pay item shall include furnishing and installing all water main fittings, bends, anchorage and thrust blocking required to construct ductile iron water main as directed by the Engineer.

<u>Material</u>: The water main shall be ductile iron, Class 52, in accordance with Section 40-2.02 of the Standard Specifications for Water and Sewer Main Construction in Illinois. The water main shall be bituminous coated with a cement lining in accordance with the AWWA latest standard. Joints shall be push-on in accordance with AWWA latest standard, except gaskets shall be neoprene or other synthetic rubber. All fittings shall be cement lined ductile or cast iron in conformance the AWWA latest standard rated at 350 psi. All hardware below grade, excluding the mechanical joint fittings, shall have stainless steel nuts and bolts.

<u>Thrust Blocking</u>: Blocking to prevent movement of lines under pressure at bends, tees, caps, valves and hydrants shall be Portland Cement Concrete, a minimum of 12 inches thick, placed between solid ground and the fittings, and shall be anchored in such a manner that pipe and fitting joints will be accessible for repairs. All bends of 11-1/4 degrees or greater shall be thrust protected to prevent movement of the lines. Where unstable soil or backfill conditions exist, it may be necessary to install thrust blocking at deflected sections as well as at fittings. If required by the Engineer, deflection blocking shall be installed at a point approximately 1/5 (one-fifth) of the pipe length each side of the coupling. Couplings shall not be blocked.

Where conditions prevent the use of concrete thrust blocks, tied joints or restrained joints of a type approved by the Engineer may be used.

Thrust blocking and the tying or restraining of joints will not be paid for separately but will be considered incidental to this pay item.

Excavation, Bedding and Backfilling: This work shall be performed in accordance with Sections 20 and 22 of the Standard Specifications for Water and Sewer Main Construction in Illinois and the detail shown on the Plans. Granular bedding, 4 inches thick shall be installed under all water main.

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Trench backfill shall be placed to the top of the proposed sub-grade. Any sheeting or shoring required for open-cut trenches shall be done as incidental to the Contract. Sheeting or shoring shall be done as required by and in accordance with any governing Federal or State agencies, laws and local ordinances.

<u>Preliminary Flushing</u>: Prior to chlorinating, the main shall be thoroughly flushed. If there is no hydrant at the end of a main, a tap shall be provided large enough to effect a velocity in the main of at least 2.5 feet per second.

<u>Disinfection</u>: After the new work has been completed and found to be satisfactory, the water main shall be disinfected and tested according to the requirements of the "Standards for Disinfecting Water Mains," AWWA C601.

THE VILLAGE WILL BE RESPONSIBLE FOR SHUTTING VALVES TO ISOLATE LOCATIONS WHERE THE WATER MAIN WILL BE REMOVED AND RELOCATED. THE CONTRACTOR SHALL PROVIDE THE VILLAGE WITH A MINIMUM OF 24 HOURS NOTICE.

This work shall be paid for at the contract unit price per foot for REMOVE AND RELOCATE WATER MAIN, 12", which price shall include all labor, equipment, materials including fittings and incidentals required to complete the work described above.

# GENERAL ELECTRICAL REQUIREMENTS

Effective: March 1, 2003

Add the following to Article 801 of the Standard Specifications:

"Maintenance transfer and Preconstruction Inspection:

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

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

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

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

<u>Condition of Existing Systems</u>. The Contractor shall conduct an inventory of all existing electrical system equipment within the project limits, which may be affected by the work, making note of any parts which are found broken or missing, defective or malfunctioning. Megger and load readings shall be taken for all existing circuits which will remain in place or be modified. If a circuit is to be taken out in its entirety, then readings do not have to be taken. The inventory and test data shall be reviewed with and approved by the Engineer and a record of the inventory shall be submitted to the Engineer for the record. Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition."

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

Revise the 7<sup>th</sup> and 8<sup>th</sup> paragraphs of Article 801.08 of the Standard Specifications to read:

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

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

Revise Article 801.12 of the Standard Specifications to read:

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

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."

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Add the following to Section 801 of the Standard Specifications:

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

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

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

<u>Grounding of Lighting Systems</u>. 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 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

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continuity at joints and termination points. No wiring run shall be installed without a suitable equipment ground conductor. Where no equipment ground conductor is provided for in the plans and associated specified pay item, the Contractor is obligated to bring the case to the attention of the Engineer who will direct the Contractor accordingly. Work which is extra to the contract will be paid extra. All connections to ground rods, structural steel, reinforcing steel or fencing shall be made with exothermic welds. Where such connections are made to insulated conductors, the connection shall be wrapped with at least 4 layers of electrical tape extended 152.4 mm (six inches) onto the conductor insulation. Where a ground field of "made" electrodes is provided, the exact locations of the rods shall be documented by dimensioned drawings as part of the Record Drawings. Equipment ground wires shall be bonded, using a splice and pigtail connection, to all boxes and other metallic enclosures throughout the wiring system.

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

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# **ELECTRIC SERVICE INSTALLATION**

Effective: January 1, 2002

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

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

Item Article/Section

(a) Electric Service Installation – Lighting ......1086.01

### CONSTRUCTION REQUIREMENTS

<u>General.</u> The Contractor shall ascertain the work being provided by the electric utility and shall provide all additional material and work required to complete the electric service work in complete compliance with the requirements of the utility.

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

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

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

# ELECTRIC UTILITY SERVICE CONNECTION

Effective: January 1, 2002

**Description.** This item shall consist of payment for work performed by the Electric Utility Company in providing or modifying electric service as indicated. THIS MAY INVOLVE WORK

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## AT MORE THAN ONE ELECTRIC SERVICE.

### CONSTRUCTION REQUIREMENTS

General. It shall be the Contractor's responsibility to contact the utility. The Contractor shall coordinate his work fully with the electric utility both as to the work required and the timing of the installation. No additional compensation will be granted under this or any other item for extra work caused by failure to meet this requirement.

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

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

For bidding purposes, this item shall be estimated as \$2,000.00

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

# **GROUND ROD**

Effective: January 1, 2002

**Description.** This item shall consist of furnishing, installing and connecting ground rods for the grounding of service neutral conductors and for supplementing the equipment grounding system via connection at poles or other equipment throughout the system. All materials and work shall be in accordance with Article 250 of the NEC.

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

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

## CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

<u>Method Of Measurement.</u> Ground rods shall be counted, each. Ground wires and connection of ground rods at poles shall be included in this pay item.

**Basis Of Payment.** This item shall be paid at the contract unit price each for GROUND ROD, of the diameter and length indicated which shall be payment in full for the material and work described herein.

# UNDERGROUND RACEWAYS

Effective: January 1, 2002

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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."

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."

## WIRE AND CABLE

Effective: January 1, 2002

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

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

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

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

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

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

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

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

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

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

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

Phase Conductor		Messenger wire			
Size	Stranding	Average		Minimum	Stranding
AWG		Insulation		Size	
		Thic	kness	AWG	
		mm	mils		
6	7	1.1	(45)	6	6/1
4	7	1.1	(45)	4	6/1
2	7	1.1	(45)	2	6/1
1/0	19	1.5	(60)	1/0	6/1
2/0	19	1.5	(60)	2/0	6/1
3/0	19	1.5	(60)	3/0	6/1
4/0	19	1.5	(60)	4/0	6/1

## Aerial Electric Cable Properties

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

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

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

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

Revise Article 1066.04 to read:

"Aerial Cable Assembly. The aerial cable shall be an assembly of insulated aluminum conductors according to Section 1066.02 and 1066.03. Unless otherwise indicated, the cable assembly shall be composed of three insulated

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

Revise the second paragraph of Article 1066.05 to read:

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

Revise Article 1066.08 to read:

"Electrical Tape. Electrical tape shall be all weather vinyl plastic tape resistant to abrasion, puncture, flame, oil, acids, alkalies, and weathering, conforming to Federal Specification MIL-I-24391, ASTM D1000 and shall be listed under UL 510 Standard. Thickness shall not be less than 0.215 mm (8.5 mils) and width shall not be less than 20 mm (3/4-inch)."

### **LUMINAIRE**

Effective: August 1, 2004

Add the following to first paragraph of Article 1067(a)(3) of the Standard Specifications:

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

Add the following to Article 1067(a)(5)a. of the Standard Specifications:

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

Revise the second sentence of the second paragraph of Article 1067(a)(5)c. of the Standard Specifications:

"The ballast shall be designed to ANSI Standards and shall be designed and rated for

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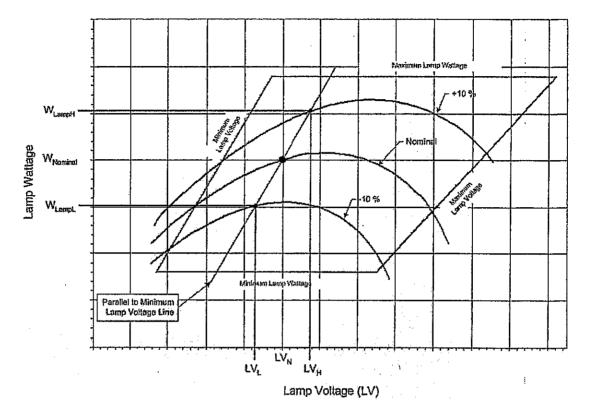
operation on a nominal 240 volt system. The ballast shall provide positive lamp ignition at the input voltage of 216 volts. It shall operate the lamp over a range of input voltages from 216 to 264 volts without damage to the ballast. It shall provide lamp operation within lamp specifications for rated lamp life at input design voltage range. Operating characteristics shall produce output regulation not exceeding the following values:

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

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

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

where:

 $W_{LampH}$  = lamp watts at +10% line voltage when Lamp voltage = LV<sub>H</sub>  $W_{LampL}$  = lamp watts at - 10% line voltage when Lamp voltage = LV<sub>L</sub>  $W_{lampN}$  = lamp watts at nominal lamp operating voltage = LV<sub>N</sub>

Wattage	Nominal Lamp Voltage, LV <sub>N</sub>	LVL	LV <sub>H</sub>
750	120v	115v	125v
400	100v	95v	105v
310	100v	95v	105v
250	100v	95v	105v
150	55v	50v	60v
70	52v	47v	57v

"

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Revise the third sentence of the second paragraph of Article 1067(a)(5)c. of the Standard Specifications to read:

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

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

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

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

where:

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

Add the following to Article 1067(a)(5)c. of the Standard Specifications:

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

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

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Add the following to Article 1067(a)(5)c. of the Standard Specifications:

"Ballast output over lamp life. Over the life of the lamp the ballast shall produce average output wattage of the nominal lamp rating as specified in the following table. Lamp wattage readings shall be taken at 5-volt increments throughout the ballast trapezoid. The lamp wattage values shall then be averaged and shall be within the specified value of the nominal ballast rating. Submittal documents shall include a tabulation of the lamp wattage vs. lamp voltage readings. Example: For a 400w luminaire, the averaged lamp wattage reading shall not exceed the range of  $\pm 3.0\%$  which is 388 to 412 watts"

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

Revise the first paragraph of Article 1067(a)(7) of the Standard Specifications to read:

"Independent testing of luminaires shall be required whenever the quantity of luminaires of a given wattage and distribution, as indicated on the plans, is 50 or more. For each luminaire type to be so tested, one luminaire plus one luminaire for each 50 luminaires shall be tested. Example: A plan quantity of 75 luminaires would dictate that 2 to be tested; 135 luminaires would dictate that three be tested."

Add the following to Article 1067(a)(7) of the Standard Specifications:

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

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Add the following to Article 1067(a)(7) of the Standard Specifications:

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

Add the following to Article 1067(a)(7) of the Standard Specifications:

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

Add the following to Article 1067(a)(7)c. of the Standard Specifications:

"The independent witness shall as a minimum meet the following requirements:

- > Have been involved with roadway lighting design for at least 15 years.
- Not have been the employee of a luminaire or ballast manufacturer within the last 5 years.
- Not associated in any way (plan preparation, construction or supply) with the particular project being tested.
- > Be a member of IESNA in good standing.
- > Provide a list of professional references.

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

Add the following to Article 1067(a)(7) of the Standard Specifications:

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

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Revise Article 1067.02(a)(1) of the Standard Specifications to read:

"The lamps shall be of the clear type and shall have a color of 2050° to 2100° Kelvin."

## **LAMPS**

Effective: January 1, 2002

Revise Article 1067.02(a)(1) of the Standard Specifications to read:

"The lamps shall be of the clear type and shall have a color of  $2050^{\circ}$  to  $2100^{\circ}$  Kelvin."

### LIGHT POLES

Effective: March 1, 2003

Revise the fifth sentence of Article 1069.01(b)(2)d of the Standard Specifications to read:

"A 9.525 mm (3/8 in.) – 16 tapped hole shall be provided in the frame for attaching a mechanical grounding connector."

Revise the third sentence of Article 1069.01(c)(2)b5 of the Standard Specifications to read:

"A 9.525 mm (3/8 in.) – 16 tapped hole shall be provided in the frame for attaching a mechanical grounding connector."

### UNIT DUCT

Effective: October 1, 2002

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

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

Revise Article 1066.01 to read:

"1066.01 Unit Duct. The unit duct shall be an assembly of insulated conductors

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

Revise Article 1088.01(c) to read:

"(c) Coilable Nonmetallic Conduit.

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

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

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

Duct dimensions shall conform to the following table:

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

Duct Diameter		Min. force required deform sample 50	
mm	in	N	lbs
27	1	5337	1200
35	1.25	4937	1110
41	1.5	4559	1025
53	2.0	3780	850

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# LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 150 WATT LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 200 WATT

This item shall consist of furnishing and installing a pole/mast arm-mounted luminaire in accordance with Section 821 of the Standard Specifications and as described herein.

The luminaire shall have a separate access door for the installation and service of the ballast and electrical components.

Unless otherwise indicated, the light distribution shall be full-cutoff Type III, as defined in the "American National Standard Practice for Roadway Lighting" as approved July 21, 1983 by the "American National Standards Institute" (ANSI).

The luminaire photometric performance shall produce results equal to or better than those listed in the applicable Luminaire Performance Table or tables included in these Special Provisions or shown on the plans. Submittal information shall include computer calculations based on the controlling given conditions, which demonstrate achievement of all listed performance requirements. The computer calculations shall be done in accordance with I.E.S. recommendations and the submitted calculations shall include point-by-point illuminance, luminance and veiling luminance as well as listings of all indicated averages and ratios. The program used to perform the calculations shall be identified on the submittal.

In addition to computer printouts of photometric performance, submittal information shall include:

- Descriptive literature.
- Isofootcandle chart of horizontal foot-candles.
- Utilization curve.
- Isocandela diagram.
- Luminaire classification per ANSI designation.
- Candlepower values at every 2.5 degree intervals.
- Candlepower tables are to be provided on 88.90 mm (3 1/2") diskette in the I.E.S. format.

This item shall consist of furnishing, installing, and connecting the pole wire to the underground distribution system. The pole wire shall be (three) 3-1/C No. 10 AWG 600 volt insulated copper conductor, USE/XLP, stranded in conformance with ASTM B-8. It shall be installed from the luminaire terminal blocks to the pole handhole, as applicable, per Sections 822 and 1085.06 for Roadway Lighting pole wire between the underground distribution system and the luminaire in a moisture-proof manner. The colors shall be black, red, and green. The wire is to run inside the

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pole and mast arm. The pole wire and all necessary connections of pole wire to the terminals including the use of splices as described in the details shall be included in the unit cost of the this item.

The Contractor shall furnish and install In-line fuse holder(s) and fuse(s) on all leads shall be in accordance with Article 1085.03 of the standard specifications and as follows:

Fuse holders of the in-line quick disconnect breakaway type shall be used on all light pole installations in the base of each lighting standard. The fuse holder shall have a minimum rating of 30 amps and be sized for 13/32" x 1 1/2" fuses. Fuse holder shall be Edison HEB-AW-RLC-A 30A 600V for load/line and HET-AW-RLC-A for neutral or equal as approved by Engineer.

Wires shall be carefully stripped only as far as needed for connection to the device. Overstripping shall be avoided. An oxide inhibiting lubricant shall be applied to the wire for minimum connection resistance before the terminals are crimped-on. Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations. The exposed metal connecting portion of the assembly shall be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot. The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side) and the receptacle side of the holder connected to the line side.

In-line fuse holder(s) shall be provided on all neutral conductors with a solid slug in place of the fuse in the base of each lighting standard.

Fuses for fuse holders on line/load cable to pole wire connection shall be Type MEQ or MEM equal 10 ampere rating.

# BASIS OF PAYMENT

This item shall be paid for at the contract unit price EACH for LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, of the type specified, which shall be payment in full for the work described herein.

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

### IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE

#### 200 WATT LUMINAIRE

······································	GIVEN CONDITIONS	· · · · · · · · · · · · · · · · · · ·
<b>Roadway Data</b>	Pavement Width	38 ft
	Number of Lanes	3
	I.E.S. Surface Classification	
	Q-Zero Value	.07
LIGHT POLE DATA	Mounting Height	35 ft
	Mast Arm Length	10 ft
	Pole Set-Back From Edge of Pavement	8 ft
Luminaire Data	Lamp Type	HPS
	Lamp Lumens	22,000
	I.E.S. Vertical Distribution	Cut-off
	I.E.S. Control Of Distribution	Full
	I.E.S. Lateral Distribution	III
	Total Light Loss Factor	0.7
LAYOUT DATA	Spacing	213 ft
	Configuration	Single-sided
	Luminaire Overhang over edge of pavement	2 ft

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

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

ILLUMINATION	Average Horizontal Illumination, $E_{AVE}$	6.0 Lux
	Uniformity Ratio, $E_{AVE}/E_{MIN}$	4 to 1
LUMINANCE	Average Luminance, L <sub>AVE</sub>	0.4 Cd/m <sup>2</sup>
	Uniformity Ratio, LAVE/LMIN	4 to 1
	Uniformity Ratio, L <sub>MAX</sub> /L <sub>MIN</sub>	8 to 1
	Max. Veiling Luminance Ratio, L <sub>V</sub> /L <sub>AVE</sub>	0.4 to 1

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# LIGHT POLE, ALUMINUM, 35 FT. M.H., 10 FT. MAST ARM

This work shall consist of furnishing and installing an aluminum light pole of the specified mounting height and mast arm(s) of the specified length at the locations shown on the plans in accordance with the details, Section 830 of the Standard Specifications, District One Recurring Special Provisions for Roadway Lighting and as described herein.

## BASIS OF PAYMENT

This item shall be paid for at the contract unit price EACH for LIGHT POLE, ALUMINUM, 35 FT. M.H., 10 FT. MAST ARM, which shall be payment in full for the work as described herein.

# LIGHT POLE FOUNDATION, 24" DIAMETER, OFFSET

This work shall consist of the installation of an offset light pole foundation, according to the detail in plans, as directed by the Engineer.

**Basis of Payment.** The cost of the LIGHT POLE FOUNDATION, 24" DIAMETER, OFFSET shall be paid for at the Contract Unit Price per foot, measured along the centerline of the foundation, which price includes all labor, material, and equipment necessary to complete this work.

# **REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE**

This work shall consist of the removal on an existing pole, mast arm, luminaire and all appurtenances at the location(s) indicated in the plans.

All equipment shall be returned to the Village of Mokena Department of Public Works.

**Basis of Payment.** This work shall be paid for at the contract unit price per each for REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE which price included all labor and equipment necessary to complete this work.

# UNIT DUCT WITH 4-1/C NO. 4 AND 1/C NO. 6 GROUND, 600V (EPR-TYPE RHW), 1 ½" DIA. POLYETHYLENE

This work shall consist of furnishing and installing a duct of the size specified and the number, size and type of electrical conductors specified in accordance with Section 816 of the Standard Specifications except as herein modified.

## CONDUCTORS

All electrical cables shall be color-coded. Five wire runs of cable shall be color-coded one black, one red, one yellow, one blue and one green.

### INSTALLATION Directional boring shall be used to install all unit ducts.

The directional boring unit shall be equipped with a guide head with multiple transmitter frequencies to ensure tracking accuracy.

The directional boring technique used shall be capable of detecting voltage.

The boring machine engine should be capable of being idled from the operator's station in order to reduce engine noise when possible.

The boring machine utilized at any given point in the installation of the unit duct shall be the smallest possible for the job. The Contractor shall provide the Engineer with proposed locations for the boring machine and approximate size of the boring machine to be used before commencing. Depending on the specific location, the Engineer may call for a specific placement of the boring machine to minimize interference with pedestrian and vehicular traffic. Public alleys and parkways are available for placement of the boring machine. If placement precludes the safe passage of pedestrians the sidewalk shall be closed per I.D.O.T. Standard 701801. The Engineer shall give final determination on any boring machine set-up as to whether the proximity is safe and appropriate for pedestrian passage.

The Contractor may, at his/her option, install short runs of unit duct by means of a trenching method at locations approved by the Engineer. Trenching will not be permitted at locations where it will be an inconvenience or hazard to the public. No extra payment will be allowed for any additional labor, materials, or equipment but shall be paid for as specified below.

**Basis of Payment.** This work shall be paid for at the contract unit price per FOOT of UNIT DUCT, for the number of conductors indicated which price shall include all labor, material and equipment necessary to install the unit duct in a manner described herein.

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Route	LaPorte Road (F.A.U. 0306)	Marked		
Section	01-00029-00-FP	Project No.	M-8003(200)	
County	Will			

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

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

Mark Johnson	12/1/2005
Signature	Date
PROJECT ENGINEER	_
Title	

#### 1. Site Description

a. The following is a description of the construction activity which is the subject of this plan (use additional pages, as necessary):

The project involves the reconstruction of LaPorte Road from Wolf Road to Kirkstone Way. The work included in this Contract shall consist of furnishing all the materials, labor, equipment and incidentals required for drainage structures; storm sewers; pavement removal, bituminous surface removal; curb and gutter; driveway removal and replacement; full-depth bituminous pavement; bituminous resurfacing; adjustment of drainage structures; restoration and all other incidental work necessary to complete this improvement according the Plans, Standard Specifications and Special Provisions.

b. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading (use additional pages, as necessary): Drainage structures and pipes will be added or replaced at the appropriate locations. The existing pavement will be removed, the sub-grade will be graded as necessary and new curb and gutter will be added along LaPorte Road east of Anna Street to the end of the project. New full-depth pavement will be placed and the final surface course will then be placed. Final landscaping will then be performed.

c. The total area of the construction site is estimated to be 14.0 acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is \_\_\_\_\_\_7.5\_ acres.

- d. The estimated runoff coefficients of the various areas of the site after construction activities are completed are contained in the project drainage study which is hereby incorporated by reference in this plan. Information describing the soils at the site is contained either in the Soils Report for the project, which is hereby incorporated by reference, or in an attachment to this plan.
- e. The design/project report, hydraulic report, or plan documents, hereby incorporated by reference, contain site map(s) indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of major soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to a surface water.
- f. The names of receiving water(s) and areal extent of wetland acreage at the site are in the design/project report or plan documents which are incorporated by reference as a part of this plan.

### 2. Controls

This section of the plan addresses the various controls that will be implemented for each of the major construction activities described in 1.b. above. For each measure discussed, the contractor that will be responsible for its implementation is indicated. Each such contractor has signed the required certification on forms which are attached to, and a part of, this plan:

#### a. Erosion and Sediment Controls

- (i) Stabilization Practices. Provided below is a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided in 2.a.(i).(A) and 2.b., stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased on all disturbed portions of the site where construction activity will not occur for a period of 21 or more calendar days.
  - (A) where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

Description of Stabilization Practices (use additional pages, as necessary):

Protective tree fencing and tree trunk protection will be used to protect existing vegetation. The pervious area surrounding the new pavement will be landscaped with sodding or replaced with aggregate once paving is completed. Temporary ditch checks, erosion barriers and temporary erosion control seeding will also be used in pervious areas to prevent 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 (use additional pages, as necessary):

Drainage structure inlet filters will be used to prevent runoff from carrying silt off the site during construction

#### 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).

Description of Storm Water Management Controls (use additional pages, as necessary):

Catch basins will be used to limit the silt that enters the drainage collection system.

#### 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 ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

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

The project specifies adherence to all IDOT STandard Specifications and Standards.

### 3. Maintenance

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan (use additional pages, as necessary):

The sediment will be controlled using drainage structure inlet filters. The contractor will be responsible for the inspection, maintenance and repair of all sedimentation and erosion control measures. If the engineer notices or is notified of an erosion or sedimentation control deficiency he/she will instruct the contractor to correct the deficiency.

### 4. Inspections

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

- a. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- b. Based on the results of the inspection, the description of potential pollutant sources identified in section 1 above and pollution prevention measures identified in section 2 above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within 7 calendar days following the inspection.
- c. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section 4.b. shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.
- d. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

The report of noncompliance shall be mailed to the following address:

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

### 5. Non-Storm Water Discharges

Except for flows from fire fighting activities, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in this plan must be described below. Appropriate pollution prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge. (Use additional pages as necessary to describe non-storm water discharges and applicable pollution control measures).

N/A



This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10, issued by the Illinois Environmental Protection Agency on May 14, 1998.

Project li	nformation:	
Route	FAU 0306	Marked
Section	01-00029-00-FP	Project No. <u>M - 8003 (200)</u>
County	Will	

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR 10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

	Signature	
	Title	
	Name of Firm	
	Street Address	
City		State
Zip Code		
	Telephone Number	

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

SPECIAL PROVISION FOR COOPERATION WITH UTILITIES

### Effective: January 1, 1999 Revised: January 1, 2006

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

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities. It shall be the Contractor's responsibility to determine the actual location of all such facilities. He shall also obtain from the respective utility companies detailed information relative to the location of their facilities and the working schedules of the utility companies for removing or adjusting them.

Revise Article 105.07 of the Standard Specifications to read:

**"105.07 Utility Facilities.** Utilities which are within the limits of the proposed construction are to be moved or removed at no cost to the Contractor except as otherwise provided for in the special provisions or as noted in the plans.

- (a) For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:
  - (1) The horizontal limits shall be a plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits and the slope limits extended vertically above the point of intersection of the slope limits and the original cross-section surface.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.

- (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
- (3) The lower vertical limits shall be the limits of excavation.
- (b) For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:

- (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc., and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
- (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general longitudinal direction as the roadway.

All reasonable adjustments, as determined by the Engineer, of utilities not shown on the plans, or visible or not identified by markers will be made at no cost to the Contractor except that traffic structures, light poles, etc., that are normally located within the construction limits will not be adjusted unless required by the proposed improvement.

The Contractor may make arrangements for adjustment of utilities outside the limits of proposed construction as defined above provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction as defined above shall be the responsibility of the Contractor unless otherwise provided for.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by him; or on account of any special construction methods required in prosecuting his work due to the existence of said appurtenances either in their present or relocated positions."

pR

### 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"."

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### **BITUMINOUS BASE COURSE / WIDENING SUPERPAVE (BDE)**

Effective: April 1, 2002 Revised: August 1, 2005

<u>Description</u>. This work shall consist of constructing bituminous base course Superpave and bituminous concrete base course widening Superpave according to Sections 355 and 356 respectively, of the Standard Specifications and the special provision, "Quality Control/Quality Assurance of Bituminous Concrete Mixtures" except as modified herein.

Revise Article 355.02(d) of the Standard Specifications to read:

"(d) RAP Material (Note 3)"

Revise Note 2 of Article 355.02 of the Standard Specifications to read:

"Note 2. Unless otherwise specified on the plans, the bituminous material shall be performance graded (PG) asphalt cement (AC), PG58-22. When more than 15 percent RAP is used, a softer PG binder may be required as determined by the Engineer. When the pavement has a structural number (D<sub>t</sub>) of 3.00 or less, the low temperature grade of the asphalt cement shall be lowered one grade (i.e. PG58-28 replaces PG58-22)."

Add the following to the end Article 355.02 of the Standard Specifications:

"Note 3. RAP shall meet the requirements of the special provision "RAP for Use in Bituminous Concrete Mixtures"."

Revise Article 355.05 of the Standard Specifications to read:

"355.05 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:

Ingredient	Percent by Dry Weight
Aggregate	
Asphalt Cement	
Dust/AC Ratio	

When RAP material is being used, the JMF shall be according to the following limits:

Ingredient	Percent by Dry Weight
Virgin Aggregate(s)	
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	

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.

Bituminous concrete binder course Superpave mixture IL-25.0 or IL-19.0 meeting the requirements of the special provision, "Superpave Bituminous Concrete Mixtures" may also be used. The minimum compacted lift thickness specified therein shall apply.

(b) Volumetric Requirements.

Design Compactive	Design Air Voids
Effort	Target (%)
N <sub>DES</sub> =50	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 355.06 of the Standard Specifications to read:

"355.06 Mixture Production. The asphalt cement shall be transferred to the asphalt tanks and heated to a temperature of 120 °C (250 °F) to 175 °C (350 °F). If the loading temperature exceeds 175 °C (350 °F), the asphalt shall not be used until it has cooled to 175 °C (350 °F). Wide variations in temperature which affect the amount of asphalt delivered will not be permitted.

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 30 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.

 $1 \sim 4$ 

- (a) Personnel. The QC Manager and Level I Technician shall have successfully completed the Department's "Superpave Field Control Course".
- (b) Required Tests. Testing 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	1 gradation per day of production.	Illinois Procedure (See Manual of
Hot bins for batch and continuous plants.	The first day of production shall be washed ignition oven test on the mix. Thereafter, the testing shall alternate between dry gradation and washed	Test Procedures for Materials).
Individual cold-feeds or combined belt-feed for	ignition oven test on the mix.	
drier-drum plants.	The dry gradation and the washed ignition oven test results shall be plotted on the same control	
(% passing seives: 12.5 mm (1/2 ln.), 4.75 mm (No. 4),	chart.	
75 μm (No. 200))		
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 AC content.

During production, the ratio of minus 75  $\mu$ m (#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  $\mu$ m (#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 <sup>1/</sup>	93.0 – 97.4% of G <sub>mm</sub>	

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.

Revise Article 355.08 of the Standard Specifications to read:

"355.08 Placing. The bituminous mixture shall be placed with a spreading and finishing machine. 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 10 - 19 mm (3/4 in.)	57 mm (2 1/4 in.)
CA 6 – 25 mm (1 in.)	76 mm (3 in.)

The maximum compacted thickness of each lift shall be 100 mm (4 in.). If the Contractor elects to substitute an approved vibratory roller for one of the required rollers, the maximum compacted thickness of the each lift, excluding the top lift, may be increased to 150 mm (6 in.) provided the required density is obtained.

The surface of each lift shall be clean and dry before succeeding lifts are placed."

Revise Article 355.13 of the Standard Specifications to read:

"355.13 Basis of Payment. This work will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS BASE COURSE SUPERPAVE of the thickness specified."

Revise Article 356.02 of the Standard Specifications to read:

"356.02 Materials. The materials for the bituminous concrete mixture shall meet the requirements of Article 355.02, be designed according to Article 355.05 and produced according to Article 355.06. Bituminous concrete binder course Superpave mixture IL-25.0 or IL-19.0 meeting the requirements of the special provision, "Superpave Bituminous Concrete Mixtures" may also be used. The minimum compacted lift thickness specified therein shall apply."

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Revise the first paragraph of Article 356.06 of the Standard Specifications to read:

"356.06 Base Course Widening. The bituminous concrete mixture shall be transported according to Article 406.14."

Revise the second sentence of the fifth paragraph of Article 356.06 of the Standard Specifications to read:

"The minimum compacted thickness of each lift shall be according to the table shown in Article 355.08."

Revise the first paragraph of Article 356.11 of the Standard Specifications to read:

"356.11 Basis of Payment. Where the Department requires that bituminous concrete be used, this work will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS CONCRETE BASE COURSE WIDENING SUPERPAVE of the thickness specified."

### **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 =  $C \times quantity$  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."

## 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 placement of the surface course or at other times throughout the work."

# COARSE AGGREGATE FOR TRENCH BACKFILL, BACKFILL AND BEDDING (BDE)

Effective: April 1, 2001 Revised: November 1, 2003

871.1.3 577 6

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)	
(b) Coarse Aggregate (Note 2)	

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:

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  $\mu m$  (No. 200) sieve shall  $\mid$  be 2  $\pm$  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:

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### 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 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.

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.

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**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)"

### 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 twentleth 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 Protection Method I	115% 110%
For concrete in superstructures: When protected by: Protection Method II Protection Method I	123% 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 1	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 C	F 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) <sup>3/5/</sup>	3	1020.13(c)
Base Course	1121	_	
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) <sup>16/</sup>
Curb and Gutter		0	1020.10(0)
Sidewalk			
Slope Wall			
Paved Ditch			
Catch Basin			
Manhole Inlet	1020.13(a)(1)(2)(3)(4)(5) 4/	3	1020.13(c)
Iniet Valve Vault			
	4000 401-141101010141151 2/	312/	(000 (0())
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) <sup>2/</sup>		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	ALBI	_	
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) <sup>8/</sup>	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) <sup>18/</sup>
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) <sup>9/ 10/</sup>	As required. 13	<sup>/</sup> 504.06(c)(6), 1020.13(e)(2) <sup>19/</sup>
Nelson Type Structural Member			
All Other Precast Items	1020.13(a)(3)(4)(5) <sup>2/9/10/</sup>	As required. 14	<sup>/</sup> 504.06(c)(6), 1020.13(e)(2) <sup>19/</sup>
Precast, Prestressed Concrete: <sup>1</sup>	1/		
All Items	1020.13(a)(3)(5) <sup>9/10/</sup>	Until strand tensioning is released. <sup>15/</sup>	504.06(c)(6), 1020.13(e)(2) <sup>19/</sup>

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#### 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:

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"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:

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**"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  $50 \pm 4$  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  $50 \pm 4$  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."

### DETECTABLE WARNINGS (BDE)

Effective: August 1, 2005

Replace Articles 424.08 – 424.12 of the Standard Specifications with the following:

"424.08 Curb Ramps. Curb ramps shall be constructed according to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Illinois Accessibility Code, and as shown on the plans.

Curb ramps shall be constructed to the same thickness as the adjacent sidewalk with a minimum thickness of 100 mm (4 in.).

**424.09 Detectable Warnings.** Detectable warnings shall consist of a surface of truncated domes meeting the requirements of the ADAAG and the details shown on the plans.

Detectable warnings shall be installed at curb ramps, medians and pedestrian refuge islands, at-grade railroad crossings, transit platform edges, and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances when permanent traffic control devices are present. The installation shall be an integral part of the walking surface and only the actual domes shall project above the walking surface.

The product or method used for installing detectable warnings shall come with the following documents which shall be given to the Engineer prior to use.

- (a) Manufacturer's certification stating the product is fully compliant with the ADAAG.
- (b) Manufacturer's five year warranty.
- (c) Manufacturer's specifications stating the required materials, equipment, and installation procedures.

Products that are colored shall be colored their entire thickness.

The materials, equipment, and installation procedures used shall be according to the manufacturer's specifications.

**424.10 Backfill.** After the concrete has been cured, the spaces along the edges of the sidewalk and ramps shall be backfilled with approved material. The material shall be compacted until firm and the surface neatly graded.

**424.11 Disposal of Surplus Material.** Surplus or waste material shall be disposed of according to Article 202.03.

**424.12 Method of Measurement.** This work will be measured for payment in place and the area computed in square meters (square feet). Curb ramps will be measured for payment as sidewalk. No deduction will be made for detectable warnings located within the ramp.

Detectable warnings will be measured for payment in place and the area computed in square meters (square feet).

Earth excavation will be measured for payment according to Article 202.07.

**424.13 Basis of Payment.** This work will be paid for at the contract unit price per square meter (square foot) for PORTLAND CEMENT CONCRETE SIDEWALK, of the thickness specified.

Detectable warnings will be paid for at the contract unit price per square meter (square foot) for DETECTABLE WARNINGS.

Earth excavation will be paid for according to Article 202.08."

### DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Effective: September 1, 2000 Revised: June 22, 2005

<u>FEDERAL OBLIGATION</u>. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.

<u>STATE OBLIGATION</u>. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100% 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.

<u>CONTRACTOR ASSURANCE</u>. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of

unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform <u>15</u>% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

- (a) The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

<u>DBE LOCATOR REFERENCES</u>. Bidders may consult the DBE Directory as a reference source for DBE companies certified by the Department. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.state.il.us.

<u>BIDDING PROCEDURES</u>. Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid not responsive.

(a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven (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.

<u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments

made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100% 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 contact. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
  - (1) 60% 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.

<u>GOOD FAITH EFFORT PROCEDURES</u>. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary

and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
  - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
  - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
    - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own

organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five (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.

<u>CONTRACT COMPLIANCE</u>. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the 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 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.

## 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.



## **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 snuggly 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."

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## 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."

## FREEZE-THAW RATING (BDE)

Effective: November 1, 2002

Revise the first sentence of Article 1004.02(f) of the Standard Specifications to read:

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"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."

## 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."

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## **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/sg m (145 gpm/sg 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	$1.0 \pm 0.1$ mm (0.040 $\pm 0.005$ 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."

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## MULTILANE PAVEMENT PATCHING (BDE)

Effective: November 1, 2002

Pavement broken and holes opened for patching shall be completed prior to weekend or holiday periods. Should delays of any type or for any reason prevent the completion of the work, temporary patches shall be constructed. Material able to support the average daily traffic and meeting the approval of the Engineer shall be used for the temporary patches. The cost of furnishing, placing, maintaining, removing and disposing of the temporary work, including traffic control, shall be the responsibility of the Contractor.

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## 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."

## PAVEMENT THICKNESS DETERMINATION FOR PAYMENT (BDE)

Effective: April 1, 1999 Revised: January 1, 2004

<u>Description</u>. 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.

<u>Materials</u>. Rapid set materials shall be obtained from the Department's approved list of Packaged, Dry, Rapid Hardening Cementitous 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

<u>Tolerance in Thickness</u>. 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 sublot and lot will be the width from the pavement edge to the adjacent lane line, from one lane line to the next, or between pavement edges for single-lane pavements.

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 sublot. 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.

<u>Patching Holes</u>. 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.

<u>Deficient Lot</u>. 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.

<u>Profile Index Adjustment</u>. 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<sub>i</sub> = Individual values (core lengths) under consideration
- n = Number of individual values under consideration (10 per lot)
- x = Average of the values under consideration
- LSL = Lower Specification Limit (LSL = 0.98 plan thickness for pavement)
- Q<sub>L</sub> = Lower Quality Index
- S = Sample Standard Deviation
- PWL = Percent Within Limits

Determine x for the lot to the nearest two decimal places.

Compute the sample standard deviation to the nearest three decimal places using:

$$S = \sqrt{\frac{\sum (x_i - \overline{x})^2}{n-1}} \quad \text{where} \quad \mathcal{L}(x_i - \overline{x})^2 = (x_1 - \overline{x})^2 + (x_2 - \overline{x})^2 + \dots + (x_{10} - \overline{x})^2$$

Determine the Lower Quality Index to the nearest two decimal places using:

$$Q_{L=} \quad \frac{\left(\overline{x} - LSL\right)}{S}$$

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 x for a lot is less than the plan thickness, the maximum pay factor for that lot will be 100 percent.

<u>Total Payment</u>. 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 sublot 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.

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Percent in Limits (PWL)	99.89 99.90 99.91 99.91	99.93 99.94 99.94 99.95 99.95	99.99 99.99 79.99 99.97 79.99 89.92	99.99 99.99 99.99 99.99 99.99 99.99 99.99	99.99 99.99 99.99 100.00	100.00		
Quality Index (Q)*	2.40 2.41 2.43 2.44 2.44	2.45 2.45 2.47 2.48 2.48	2.50 2.51 2.52 2.53 2.53	2.55 2.56 2.57 2.58 2.53 2.53	2.60 2.61 2.63 2.63 2.63	2.65		<u>_</u>
Percent in Limits (PWL)	98.83 98.88 98.92 98.97 99.01	99.06 99.10 99.14 99.18	99.29 99.29 99.32 99.36	99.45 99.45 99.48 99.48 99.53	99.58 99.61 99.63	99.68 99.70 99.72 99.73 99.73	99.77 99.78 99.80 99.81	99.85 99.85 99.86 99.87 99.88
Quality Index (Q)*	2 2 2 2 0 2 2 2 2 0 8 3 8 3 8 3 8 3 8 3 8 3 8 3 8 3 8 3 8 3	2.05 2.06 2.03 2.03 2.03	2.2.2.2.2 2.2.2.2 2.2.2 2.2.2 2.2.2 2.2.2 2.2.2 2.2.2 2.2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.2 2.	2.15 2.16 2.18 2.18	2.22 2.22 2.23 2.23 2.23	2.25 2.26 2.27 2.28 2.28	2.31 2.33 2.33 2.33 2.33 2.33	2.35 2.35 2.37 2.37 2.33 2.39
Percent in Limits (PWL)	95.46 95.58 95.70 95.81 95.81	96.05 96.16 96.27 96.37 96.37	96.59 96.69 96.78 96.78 96.78	97.07 97.16 97.25 97.33 97.42	97.51 97.59 97.67 97.75 97.75	97.91 97.98 98.05 98.11 98.11	98.25 98.31 98.37 98.44 98.50	98.56 98.61 98.67 98.72 98.72
Percent in Quality Limits Index (PWL) (Q)*	1.60 1.61 1.62 1.63 1.63	1.65 1.66 1.67 1.68 1.68	1.70 1.71 1.72 1.73 1.73	1.75 1.76 1.77 1.78	1.80 1.81 1.82 1.83 1.83	1.85 1.86 1.87 1.87 1.88 1.88	1.90 1.91 1.93 1.93	1.95 1.96 1.97 1.98
Percent in Limits (PWL)	88.76 88.97 89.17 89.38 89.38	89.79 89.99 90.19 90.38 90.58	90.78 90.96 91.15 91.33 91.52	91.70 91.87 92.04 92.22 92.39	92.56 92.72 92.88 93.05 93.21	93.37 93.52 93.67 93.83 93.98	94.13 94.27 94.41 94.54 94.68	94.82 94.95 95.08 95.20 95.33
Quality Index (Q)*	1.20 1.22 1.22 1.22 1.22	1.25 1.26 1.27 1.28	1.30 1.31 1.32 1.33	1.35 1.36 1.37 1.38	1.40 1.41 1.42 1.43	1.45 1.46 1.47 1.48 1.48	1.51 1.51 1.52 1.53 1.54	1.55 1.56 1.57 1.58
Percent in Limits (PVL)	78.43 78.72 79.02 79.31 79.61	79.90 80.19 80.47 80.76 81.04	81.33 81.61 81.88 82.16 82.43	82.71 82.97 83.24 83.50 83.57	84.03 84.28 84.53 84.79 85.04	85.29 85.53 85.77 85.77 86.02	86.50 86.73 86.96 87.20 87.43	1.15 87.66 1.16 87.88 1.17 88.10 1.118 88.32 88.32 1.19 88.32
Quality Index (Q)*	0.80 0.81 0.83 0.83 0.83 0.83	0.85 0.87 0.88 0.83 0.83	0.90 0.91 0.93 0.93	0.95 0.96 0.98 0.98	1.00 1.01 1.02 1.03	1.05 1.06 1.07 1.08	1.10 1.11 1.12 1.13	1.15 1.16 1.17 1.19
Percent in Limits (PWL)	65.07 65.43 65.79 66.15 66.51	66.87 67.22 67.57 67.93 68.28	68.63 68.98 69.32 69.67 70.01	70.36 70.70 71.04 71.73 71.72	72.06 72.39 73.06 73.39	73.72 74.04 74.69 74.69 75.01	75.64 75.64 75.96 76.27 76.59	76.90 77.21 77.51 77.82 77.82 78.12
Quality Index (Q)*	.040 0.41 0.42 0.43 0.43	0.45 0.46 0.47 0.48	0.50 0.51 0.52 0.53 0.53	0.55 0.56 0.57 0.58 0.58	0.60 0.61 0.62 0.63 0.63	0.65 0.66 0.67 0.68 0.69	0.70 0.71 0.72 0.73 0.73	0.35         63.25         0.75         76.90           0.36         63.61         0.76         77.21           0.37         63.98         0.77         77.51           0.38         64.34         0.78         77.82           0.39         64.71         0.79         78.12
Percent in Limits (PWL)	50.00 50.38 50.77 51.15 51.54	51.92 52.30 52.69 53.07 53.46	53.84 54.22 54.60 54.99 55.37	55.75 56.13 56.51 56.89 56.89 57.27	57.65 58.03 58.40 58.78 59.15	59.53 59.90 60.28 60.65 61.03	61.40 61.77 62.14 62.51 62.58 62.88	63.25 63.61 63.98 64.34 64.71
Quality Index (Q)*	0.00 0.01 0.02 0.03 0.03	0.05 0.06 0.07 0.03 0.09	0.10 0.12 0.13 0.13	0.15 0.16 0.17 0.18 0.18	0.20 0.21 0.23 0.23 0.23	0.25 0.26 0.27 0.28 0.28	0.30 0.31 0.32 0.33 0.33	0.35 0.35 0.37 0.38 0.39

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#### PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000 Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the State Prompt Payment Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

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.

## PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: August 10, 2005

<u>FEDERAL AID CONTRACTS</u>. 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."

<u>STATE CONTRACTS</u>. Revise Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

"IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

- 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."

## 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.

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### 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."

## 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."



# 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"."

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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"."

### PRECAST CONCRETE PRODUCTS (BDE)

Effective: July 1, 1999 Revised: November 1, 2004

<u>Product Approval</u>. 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".

<u>Precast Concrete Box Culverts</u>. 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.)."

<u>Portland Cement Replacement</u>. 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 portland cement and GGBF slag.

Concrete mix designs, for precast concrete products, shall not consist of portland cement, fly ash and GGBF slag.

<u>Ready-Mixed Concrete</u>. Delete the last paragraph of Article 1020.11(a) of the Standard Specifications.

<u>Shipping</u>. 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.

<u>Acceptance</u>. 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.

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# 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 insitu 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.

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### **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.

CHEMICAL COMPOSITION			
Element <sup>1/</sup>	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 <sup>4/</sup>	0.040	0.044	

a. Chemical Composition. The chemical composition of the bars shall be according to the following table.

Note 1/. The bars shall not contain any traces of radioactive elements.

Note 2/. There is no composition limit but the element must be reported.

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 Reinforcment. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
- (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 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 reinforcment 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."

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### SEEDING AND SODDING (BDE)

Effective: July 1, 2004 Revised: August 1, 2005

Revise Class 1A and 2A seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

"Table 1 - SEEDING MIXTURES				
	Class – Type	Seeds	kg/hectare (lb/acre)	
1A	Salt Tolerant Lawn Mixture 7/	Bluegrass Perennial Ryegrass Audubon Red Fescue Rescue 911 Hard Fescue Fults Salt Grass*	70 (60) 20 (20) 20 (20) 20 (20) 20 (20) 70 (60)	
2A	Salt Tolerant Roadside Mixture 7/	Alta Fescue or Ky 31 Perennial Ryegrass Audubon Red Fescue Rescue 911 Hard Fescue Fults Salt Grass 1/	70 (60) 20 (20) 20 (30) 20 (30) 70 (60)"	

Revise Note 7 of Article 250.07 of the Standard Specifications to read:

"Note 7. In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after one growing season. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After one growing season, areas not sustaining 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at the Contractor's expense."

Add the following sentence to Article 252.04 of the Standard Specifications:

"Sod shall not be placed during the months of July and August."

Revise the first paragraph of Article 252.08 of the Standard Specifications to read:

"252.08 Sod Watering. Within two hours after the sod has been placed, water shall be applied at a rate of 25 L/sq m (5 gal/sq yd). Additional water shall be applied every other day at a rate of 15 L/sq m (3 gal/sq yd) for a total of 15 additional waterings. During periods exceeding 26 °C (80 °F) or subnormal rainfall, the schedule of additional waterings may be altered with the approval of the Engineer."

Revise Article 252.09 of the Standard Specifications to read:

"252.09 Supplemental Watering. During periods exceeding 26 °C (80 °F) or subnormal rainfall, supplemental watering may be required after the initial and additional waterings. Supplemental watering shall be performed when directed by the Engineer. Water shall be applied at the rate specified by the Engineer within 24 hours of notice."

Revise the first and third paragraphs of Article 252.12 of the Standard Specifications to read:

**"252.12 Method of Measurement.** Sodding will be measured for payment in place and the area computed in square meters (square yards). To be acceptable for final payment, the sod shall be growing in place for a minimum of 30 days in a live, healthy condition. When directed by the Engineer, any defective or unacceptable sod shall be removed, replaced and watered by the Contractor at his/her own expense."

"Supplemental watering will be measured for payment in units of 1000 L (1000 gal) of water applied on the sodded areas. Waterings performed in addition to those required by Article 252.08 or after the 30 day establishment period will be considered as supplemental watering."

Replace the first paragraph of Article 252.13 of the Standard Specifications with the following:

**\*252.13 Basis of Payment.** Sodding will be paid for at the contract unit price per square meter (square yard) for SODDING or SODDING, SALT TOLERANT according to the following schedule.

- (a) Initial Payment. Upon placement of sod, 25 percent of the pay item will be paid.
- (b) Final Payment. Upon acceptance of sod, the remaining 75 percent of the pay item will be paid."

Revise Article 1081.03(b) of the Standard Specifications to read:

"(b) Salt Tolerant Sod.

Variety	Percent by Weight	
Buffalo Grass	30%	
Buchloe Dactyloides		
Amigo Fineleaf Tall Fescue	20%	
Audubon Red Fescue	15%	
Rescue 911 Hard Fescue	15%	
Rugby Kentucky Bluegrass	5%	
Fults Pucinnellia Distans	15%"	

		TA	BLE II	•		
			·		Secondary	
	Hard Seed	Purity	Pure, Live	Weed	Noxious Weeds	
	Percent	Percent	Seed Percent	Percent	No. per kg (oz)	
Variety of Seeds	Maximum	Minimum	Minimum	Maximum	Max. Permitted*	Remarks
Alfalfa	20	92	89	0.50	211 (6)	1/
Brome Grass	-	90	75	0.50	175 (5)	-
Clover, Alsike	15	92	87	0.30	211 (6)	2/
Clover, Crimson	15	92	83	0.50	211 (6)	-
Clover, Ladino	15	92	87	0.30	211 (6)	-
Clover, Red	20	92	87	0.30	211 (6)	-
Clover, White Dutch	30	92	87	0.30	211 (6)	3/
Audubon Red Fescue	0	97	82	0.10	105 (3)	-
Fescue, Alta or Ky. 31	-	97	82	1.00	105 (3)	-
Fescue, Creeping Red	-	97	82	1.00	105 (3)	-
Fults Salt Grass	0	98	85	0.10	70 (2)	-
Kentucky Bluegrass	-	97	80	0.30	247 (7)	5/
Lespedeza, Korean	20	92	84	0.50	211 (6)	3/
Oats	-	92	88	0.50	70 (2)	4/
Orchard Grass	-	90	78	1.50	175 (5)	4/
Redtop	-	90	78	1.80	175 (5)	4/
Ryegrass, Perennial, Annual	-	97	85	0.30	175 (5)	4/
Rye, Grain, Winter	-	92	83	0.50	70 (2)	4/
Rescue 911 Hard Fescue	0	97	82	0.10	105 (3)	-
Timothy	-	92	84	0.50	175 (5)	4/
Vetch, Crown	30	92	67	1.00	211 (6)	3/ & 6/
Vetch, Spring	30	92	88	1.00	70 (2)	4/
Vetch, Winter	15	92	83	1.00	105 (3)	4/
Wheat, hard Red Winter	-	92	89	0.50	70 (2)	4/

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

# SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)

Effective: November 1, 2005

<u>Definition</u>. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

<u>Usage</u>. Self-consolidating concrete may be used for cast-in-place concrete construction items involving Class MS and SI concrete. Self-consolidating concrete may also be used for drilled shafts.

Materials. Materials shall be according to the following.

(a) <u>Self-Consolidating Admixtures</u>. 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) <u>Fine Aggregate</u>. 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:

Aggregate Blend Expansion =  $(a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots$ etc.

Where: a, b, c, ... = percent of aggregate blend

A, B, C, ... = aggregate expansion according to ASTM C 1260

<u>Mix Design Criteria</u>. 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.

<u>Test Methods</u>. Illinois Test Procedures SCC-1, SCC-2, SCC-3, SCC-4, SCC-5, SCC-6, and Illinois Modified AASHTO T 22, 23, 121, 126, 141, 152, 177, 196, and 309 shall be used for testing of self-consolidating concrete mixtures.

<u>Mix Design Submittal</u>. The Contractor's Level III PCC Technician shall submit a mix design according to the "Portland Cement Concrete Level III Technician" course manual, except target slump information is not applicable and will not be required. However, a slump flow target range

shall be submitted. In addition, the design mortar factor may exceed 1.10 and durability test data will be waived.

A J-ring value shall be submitted if a lower mix design maximum will apply. An L-box blocking ratio shall be submitted if a higher mix design minimum will apply. The Contractor shall also indicate applicable construction items for the mix design.

Trial mixture information will 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.

<u>Trial Batch</u>. A minimum 1.5 cu m (2 cu yd) trial batch shall be produced, and the selfconsolidating 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.

<u>Mixing Portland Cement Concrete</u>. In addition to Article 1020.11 of the Standard Specifications, the mixing time for central-mixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed or shrink-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

Wash water, if used, shall be completely discharged from the drum or container before the succeeding batch is introduced.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed, truck-mixed, and shrink-mixed concrete.

<u>Falsework and Forms</u>. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall design falsework and forms for full hydrostatic head pressure of the concrete. Forms shall be tight to prevent leakage of fluid concrete.

<u>Placing and Consolidating</u>. 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 shall be regulated so that there will not be an interruption in the placing of concrete in the forms, as recommended by the manufacture of the self-consolidating concrete admixture(s). In no case shall the interval of time be greater than 20 minutes."

<u>Quality Control by Contractor at Plant</u>. The specified test frequencies for aggregate gradation, aggregate moisture, air content, unit weight/yield, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed as needed to control production. The column segregation index test and hardened visual stability index test will not be required to be performed at the plant.

<u>Quality Control by Contractor at Jobsite</u>. The specified test frequencies for air content, strength, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 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.

<u>Quality Assurance by Engineer at Plant</u>. For air content and aggregate gradation, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, and J-ring or L-box tests, quality assurance independent sample testing and split sample testing will be performed as determined by the Engineer.

<u>Quality Assurance by Engineer at Jobsite</u>. For air content and strength, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, J-ring or L-box, and hardened visual stability index tests, quality assurance independent sample testing will be performed as determined by the Engineer.

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 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

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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.

# SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004 Revised: November 1, 2005

<u>Definition</u>. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for precast concrete products.

Materials. Materials shall be according to the following.

(a) <u>Self-Consolidating Admixtures</u>. 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) <u>Fine Aggregate</u>. 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:

Aggregate Blend Expansion =  $(a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots$ .

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.

<u>Mix Design Approval</u>. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

# STABILIZED SUBBASE AND BITUMINOUS SHOULDERS SUPERPAVE (BDE)

Effective: April 1, 2002 Revised: August 1, 2005

<u>Description</u>. 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:

Ing <u>redient</u>	Percent by Dry Weight
Aggregate	
Asphalt Cement	
Dust/AC Ratio	

\*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:

Ingredient	Percent by Dry Weight
Virgin Aggregate(s)	46.0 to 96.0
RAP Material(s) (Note 1)	0 to 50
Mineral Filler (if required)	
Asphalt Cement	4.0 to 7.0
Dust/AC Ratio	

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	Design Air Voids
Effort	Target (%)
N <sub>DES</sub> =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
ggregate Gradation1 gradation per day of production.Hot bins for batch and continuous plants.The first day of production shall be washed ignition oven test on the mix. Thereafter, the testing shall alternate between dry gradation and washed 		Illinois Procedure (See Manual of Test Procedures for Materials).
combined belt-feed for	ignition over teat on the mix.	
drier-drum plants.	The dry gradation and the washed ignition oven test results shall be plotted on the same control	
(% passing seives: 12.5 mm (1/2 ln.), 4.75 mm (No. 4), 75 μm (No. 200))	chart.	
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  $\mu$ m (#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  $\mu$ m (#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 <sup>1/</sup>	93.0 – 97.4% of G <sub>mm</sub>			

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:

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".

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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"."

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# SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

# SUBGRADE PREPARATION (BDE)

Effective: November 1, 2002

Revise the tenth paragraph of Article 301.03 of the Standard Specifications to read:

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"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."

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# SUPERPAVE BITUMINOUS CONCRETE MIXTURES (BDE)

Effective: January 1, 2000 Revised: April 1, 2004

<u>Description</u>. 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 Ndesign ≥ 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  $163 \pm 3 \text{ °C} (325 \pm 5 \text{ °F})$ and a gyratory compaction temperature of  $152 \pm 3 \text{ °C} (305 \pm 5 \text{ °F})$ .
- (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.

<u>Mixture Design</u>. 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) <sup>1/</sup>									
Sieve		IL-25.0 mm		IL-19.0 mm		IL-12.5 mm <sup>4/</sup>		IL-9.5 mm <sup>4/</sup>	
Size	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 <sup>2/</sup>	24	50 <sup>2/</sup>	28	65	28	65	
2.36 mm (#8)	16	31	20	36	28	48 <sup>3/</sup>	28	48 <sup>3/</sup>	
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  $\ge$  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.

	TAB	LE 2. VOLI	<b>JMETRIC RE</b>	QUIREMENT	ſS
	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					65 - 78
70	12.0	13.0	14.0	45	
90	1 12.0	13.0	14.0	15	65 - 75
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(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.

<u>Personnel</u>. The QC Manager and Level I Technician shall have successfully completed the Department's "Superpave Field Control Course".

<u>Required Plant Tests</u>. 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		1 dry gradation per day of production (either morning or afternoon sample). and	Illinois Procedure (See Manual of Test Procedures for Materials).		
Individual cold-feeds or combined belt-feed for drier drum plants.		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).			
(% 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))		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.			
Asphalt Oven (I	Content by Ignition 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  $\mu$ m (#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  $\mu$ m (#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 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	Mixture	
Binder Thickness, mm (in.)		
≤ 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.

<u>Control Charts/Limits</u>. 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	Ndesign ≥ 90	92.0 - 96.0%	
12.5 mm / 9.5 mm	Ndesign < 90	92.5 - 97.4%	
19.0 mm / 25.0 mm	Ndesign ≥ 90	93.0 - 96.0%	
19.0 mm / 25.0 mm	Ndesign < 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.

# TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

Revise the fifth sentence of the third paragraph of Article 280.04(a) of the Standard Specifications to read:

"This work may be constructed of hay or straw bales, extruded UV resistant high density polyethylene panels, erosion control blanket, mulch barrier, aggregate barriers, excavation, seeding, or mulch used separately or in combination, as approved, by the Engineer."

Add the following paragraphs after the fifth paragraph of Article 280.04(a) of the Standard Specifications.

"A ditch check constructed of extruded, UV resistant, high density polyethylene panels, "M" pins and erosion control blanket shall consist of the following materials:

Extruded, UV resistant, high density polyethylene panels shall have a minimum height of 250 mm (10 in.) and minimum length of 1.0 m (39.4 in.). The panels shall have a 51 mm (2 in.) lip along the bottom of the panel. Each panel shall have a single rib thickness of 4 mm (5/32 in.) with a 12 mm (1/2 in.) distance between the ribs. The panels shall have an average apparent opening size equal to 4.75 mm (No. 4) sieve, with an average of 30 percent open area. The tensile strength of each panel shall be 26.27 kN/m (1800 lb/ft) in the machine direction and 7.3 kN/m (500 lb/ft) in the transverse direction when tested according to ASTM D 4595.

"M" pins shall be at least 76 mm (3 in.) by 686 mm (27 in.), constructed out of deformed grade C1008 D3.5 rod (0.211 in. diameter). The rod shall have a minimum tensile strength of 55 MPa (8000 psi).

Erosion control blanket shall conform to Article 251,04,

A section of erosion control blanket shall be placed transverse to the flowline direction of the ditch prior to the construction of the polyethylene ditch check. The length of the section shall extend from the top of one side of the ditch to the top of the opposite side of the ditch, while the width of the section shall be one roll width of the blanket. The upstream edge of the erosion control blanket shall be secured in a 100 mm (4 in.) trench. The blanket shall be secured in the trench with 200 mm (8 in.) staples placed at 300 mm (1 ft) intervals along the edge before the trench is backfilled. Once the upstream edge of the blanket is secured, the downstream edge shall be secured with 200 mm (8 in.) staples placed at 300 mm (1 ft) intervals along the edge. The polyethylene ditch check shall be installed in the middle of the erosion control blanket, with the lip of each panel facing outward.

The ditch check shall consist of two panels placed back to back forming a single row. Placement of the first two panels shall be at the toe of the backslope or sideslope, with the panels extending across the bottom of the ditch. Subsequent panels shall extend both across the bottom of the ditch and up the opposite sideslope, as well as up the original backslope or sideslope at the distance determined by the Engineer.

The M pins shall be driven through the panel lips to secure the panels to the ground. M pins shall be installed in the center of the panels with adjacent panels overlapping the ends a minimum of 50 mm (2 in.). The pins shall be placed through both sets of panels at each overlap. They shall be installed at an interval of three M pins per one meter (39 in.) length of ditch check. The panels shall be wedged into the M pins at the top to ensure firm contact between the entire bottom of the panels and the soil."

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# 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.

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**TRAINING SPECIAL PROVISIONS (BDE)** This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be **1**. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather then clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

BASIS OF PAYMENT This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

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# 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."

# WEIGHT CONTROL DEFICIENCY DEDUCTION (BDE)

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 by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent 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 - 
$$\left(\frac{B-C}{B}\right)$$
; Where A ≤ 1.0;  $\left(\frac{B-C}{C}\right)$  > 0.50% (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:

Adjusted Net Weight = A x 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.

10.

## 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.

# WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 1.35 working days.

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# ★ Interim Completion Date:

See Interim Completion Date special provision for additional information.

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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#### ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. These contract provisions shall apply to all word performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2; Section IV, paragraphs 1, 2, 3, 4 and 7; Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

#### **II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 <u>et seq.</u>) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

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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

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the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

 The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

#### **III. NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

## IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

 the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:
  - a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymanlevel hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

#### b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

#### c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

#### 5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

#### 6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federallyassisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

#### 8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

#### V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan 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 suncontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

 that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in he contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted form the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

## X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 <u>et seq.</u>, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 <u>et seq.</u>, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible,""lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tie participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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#### Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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# 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.

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# MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

# **NOTICE**

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <u>http://www.dot.il.gov/desenv/delett.html</u>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at http://www.dot.il.gov/desenv/subsc.html.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.