BID PROPOSAL INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals are potential bidding proposals. Each proposal contains all certifications and affidavits, a proposal signature sheet and a proposal bid bond.

PREQUALIFICATION

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

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.

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

Firms that have not received an Authorization to Bid or Not For Bid Report within a reasonable time of complete and correct original document submittal should contact the Department as to the status. 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 bidder'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 or revision will be included with the Electronic Plans and Proposals. 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 service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at http://www.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletins/transportation-bulletin before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

Addenda questions may be directed to the Contracts Office at (217)782-7806 or DOT.D&Econtracts@illlinois.gov

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

STANDARD GUIDELINES FOR SUBMITTING PAPER BIDS

- All pages should be single sided.
- Use the Cover Page that is provided in the Bid Proposal (posted on the IDOT Web Site) as the first page of your submitted bid. It has the item number in large bold type in the upper left-hand corner and lines provided for your company name and address in the upper right-hand corner.
- Do not use report covers, presentation folders or special bindings and do not staple multiple times on left side like a book. Use only 1 staple in the upper left hand corner. Make sure all elements of your bid are stapled together including the bid bond or guaranty check (if required).
- Do not include any certificates of eligibility, your authorization to bid, Addendum Letters or affidavit of availability.
- Do not include the Subcontractor Documentation with your bid (pages i iii and pages a g). This documentation is required only if you are awarded the project.
- Use the envelope cover sheet (provided with the proposal) as the cover for the proposal envelope.
- Do not rely on overnight services to deliver your proposal prior to 10 AM on letting day. It will not be read if it is delivered after 10 AM.
- Do not submit your Substance Abuse Prevention Program (SAPP) with your bid. If you are awarded the contract this form is to be submitted to the district engineer at the pre-construction conference.

BID SUBMITTAL CHECKLIST

- Cover page (the sheet that has the item number on it) This should be the first page of your bid proposal, followed by your bid (the Schedule of Prices/Pay Items). If you are using special software or CBID to generate your schedule of prices, <u>do</u> not include the blank pages of the schedule of prices that came with the proposal package.
- Page 4 (Item 9) Check "YES" if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank.
- After page 4 Insert the following documents: Cost Adjustments for Steel, Bituminous and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don't know where it goes, put it after page 4.
- **Page 10 (Paragraph J)** Check "YES" or "NO" whether your company has any business in Iran.
- Page 10 (Paragraph K) (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category. Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.

Page 11 (Paragraph L) – Your State Board of Elections certificate of registration is no longer required with your bid.

Page 11 (Paragraph M) – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.

□ Page 12 (Paragraph C) – This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each completed Form A.

Pages 14-17 (Form A) – One Form A (4 pages) is required for each applicable person in your company. Copies of the forms can be used and only need to be changed when the information changes. The certification signature and date must be original for each letting. Do not staple the forms together. If you answered "NO" to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.

Page 18 (Form B) - If you check "YES" to having other current or pending contracts it is acceptable to use the phrase, "See Affidavit of Availability on file". Ownership Certification (at the bottom of the page) - Check N/A if the Form A(s) you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A(s) you submitted is not correct and you will be required to submit a revised Form A.

Page 20 (Workforce Projection) – Be sure to include the Duration of the Project. It is acceptable to use the phrase "Per Contract Specifications".

Proposal Bid Bond – (Insert after the proposal signature page) Submit your Proposal Bid Bond (if applicable) using the current Proposal Bid Bond form provided in the proposal package. The Power of Attorney page should be stapled to the Proposal Bid Bond. If you are using an electronic bond, include your bid bond number on the Proposal Bid Bond and attach the Proof of Insurance printed from the Surety's Web Site.

Disadvantaged Business Utilization Plan and/or Good Faith Effort – Do Not Submit with Bid The bidder shall submit a Disadvantaged Business Utilization Plan on completed Department forms SBE 2025 and 2026. (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting. (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to DOT.DBE.UP@illinois.gov or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the 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 the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation Bureau of Small Business Enterprises Contract Compliance Section 2300 South Dirksen Parkway, Room 319 Springfield, Illinois 62764

The Bid Letting is now available in streaming Audio/Video from the IDOT Web Site. A link to the stream will be placed on the main page of the current letting on the day of the Letting. The stream will not begin until 10 AM. The actual reading of the bids does not begin until approximately 10:30 AM.

Following the Letting, the As-Read Tabulation of Bids will be posted by the end of the day. You will find the link on the main Web page for the current letting.

QUESTIONS: pre-letting up to execution of the contract

| Contractor pre-qualification | |
|---|--|
| Small Business, Disadvantaged Business Enterprise (DBE) | |
| Contracts, Bids, Letting process or Internet downloads | |
| Estimates Unit. | |
| Aeronautics | |
| IDNR (Land Reclamation, Water Resources, Natural Resources) | |

QUESTIONS: following contract execution

| Subcontractor documentation, payments | . 217-782-3413 |
|---------------------------------------|----------------|
| Railroad Insurance | . 217-785-0275 |

Proposal Submitted By



Name

Address

City

Letting June 10, 2016

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.

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



Springfield, Illinois 62764

Contract No. 60I30 WILL County Section 99-(1&2)AC-R-3 Route FAI 55 Project ACNHPP-0055(452) 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

An Annual Bid Bond is included or is on file with IDOT.

Prepared by

Checked by

(Printed by authority of the State of Illinois)

F

Page intentionally left blank



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. 60I30 WILL County Section 99-(1&2)AC-R-3 Project ACNHPP-0055(452) Route FAI 55 District 1 Construction Funds

This project consists of the reconstruction and widening of 0.59 miles of US 6 from east of the northbound I-55 ramps to Manor Lane and the reconstruction and relocation of 0.35 miles of northeast and 0.54 miles of southeast I-55 frontage roads; installation of traffic signals, lighting and guardrail in the Village of Channahon.

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 will govern performance and payments.

- 3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned bidder further declares that he/she has carefully examined the proposal, plans, specifications, addenda 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 bid proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. EXECUTION OF CONTRACT AND CONTRACT BOND. The undersigned bidder 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, or as specified in the special provisions, 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:

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

Bank cashier's checks or properly certified checks accompanying bid proposals will be made payable to the Treasurer, State of Illinois.

If a combination bid is submitted, the proposal guaranties which accompany the individual bid 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 will fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty will 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 will become void or the proposal guaranty check will 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 bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the guaranty check is placed in another bid proposal, state below where it may be found.

| The proposal guaranty check will be found in the bid proposal for: | Item | |
|--|-------------|--|
| | Section No. | |
| | County _ | |
| | | |

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

6. **COMBINATION BIDS.** The undersigned bidder 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 contract 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 Bid | | | | | |
|-------------|----------------------------------|-----------------|-------|--|--|--|--|
| No. | Sections Included in Combination | Dollars | Cents | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
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| | | | | | | | |

- 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 will 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. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to transact business or conduct affairs in the State of Illinois prior to submitting the bid.
- 9. EXECUTION OF CONTRACT: The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.
- 10. The services of a subcontractor will be used.

Check box Yes Check box No

For known subcontractors with subcontracts with an annual value of more than \$50,000, the contract shall include their name, address, general type of work to be performed, and the dollar allocation for each subcontractor. (30 ILCS 500/20-120)

C-91-013-10 State Job # -

Project Number ACNHPP-0055/452/ Route

FAI 55

County Name -WILL--Code -197 - -District -1 - -

Section Number -99(1&2)AC-R-3

| ltem Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|-----------------------|--------------------|----------|---|------------|---|-------------|
| A2000120 | T-ACERX FREM AB 2-1/2 | EACH | 12.000 | | | | |
| A2002020 | T-AESCULUS GLA 2-1/2 | EACH | 5.000 | | | | |
| A2002920 | T-CELTIS OCCID 2-1/2 | EACH | 12.000 | | | | |
| A2004820 | T-GLED TRI-I SK 2-1/2 | EACH | 22.000 | | | | |
| A2005020 | T-GYMNOCLA DIO 2-1/2 | EACH | 9.000 | | | | |
| A2005960 | T-PLAT X ACR MC 2.5 | EACH | 10.000 | | | | |
| A2006516 | T-QUERCUS BICOL 2 | EACH | 15.000 | | | | |
| A2007724 | T-TAXODI DIS SB 3 | EACH | 15.000 | | | | |
| A2007820 | T-TILIA AMER 2-1/2 | EACH | 12.000 | | | | |
| A2016616 | T-QUERCUS ELLIP 2 | EACH | 20.000 | | | | |
| B2000767 | T-AMEL X GF AB CF 8' | EACH | 24.000 | | | | |
| B2001620 | T-CRAT CRU-I TF 2-1/2 | EACH | 34.000 | | | | |
| B2001666 | T-CRATAE CRU-I SF 6' | EACH | 42.000 | | | | |
| C2C01424 | S-CORNUS AMOMUM 2'C | EACH | 150.000 | | | | |
| C2007224 | S-ROSA KNOCKOUT 24 | EACH | 80.000 | | | | |

Page 1 05/18/2016

C-91-013-10 State Job # -

Project Number ACNHPP-0055/452/ Route

FAI 55

County Name -WILL--Code -197 - -District -1 - -

Section Number -99(1&2)AC-R-3

| ltem Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|-----------------------|--------------------|------------|---|------------|---|-------------|
| K0013030 | P PL WETLND 2X4 DPPLG | UNIT | 8.000 | | | | |
| K0026850 | PERENNIAL PLANT CARE | SQ YD | 300.000 | | | | |
| K0029634 | WEED CONTR PRE-EM GRN | POUND | 64.000 | | | | |
| X0324085 | EM VEH P S LSC 20 3C | FOOT | 487.000 | | | | |
| X0325476 | RADAR VEH DETECT SYST | EACH | 1.000 | | | | |
| X1400081 | FAC T SUPER P CAB SP | EACH | 1.000 | | | | |
| X4022000 | TEMP ACCESS- COM ENT | EACH | 10.000 | | | | |
| X4023000 | TEMP ACCESS- ROAD | EACH | 4.000 | | | | |
| X6060300 | CONC MED TSB6.24 SPL | SQ FT | 3,164.000 | | | | |
| X6700410 | ENGR FLD OFF A SPL | CAL MO | 18.000 | | | | |
| X7010216 | TRAF CONT & PROT SPL | L SUM | 1.000 | | | | |
| X7011015 | TR C-PROT EXPRESSWAYS | L SUM | 1.000 | | | | |
| X7030025 | WET REF TEM TP T3 L&S | SQ FT | 218.000 | | | | |
| X7030030 | WET REF TEM TAPE T3 4 | FOOT | 19,747.000 | | | | |
| X7030040 | WET REF TEM TAPE T3 6 | FOOT | 965.000 | | | | |

Page 2 05/18/2016

C-91-013-10 State Job # -

Project Number ACNHPP-0055/452/ Route

FAI 55

County Name -WILL--Code -197 - -District -1 - -

Section Number -99(1&2)AC-R-3

| ltem Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|-----------------------|--------------------|-----------|---|------------|---|-------------|
| X7030050 | | FOOT | 475.000 | | | | |
| X7030055 | WET REF TEM TPE T3 24 | FOOT | 95.000 | | | | |
| X8102835 | REM UNDRGRND CABLE | FOOT | 900.000 | | | | |
| X8620200 | UNINTER POWER SUP SPL | EACH | 1.000 | | | | |
| Z0005305 | BOX CUL TO BE CLEANED | FOOT | 170.000 | | | | |
| Z0013797 | STAB CONSTR ENTRANCE | SQ YD | 200.000 | | | | |
| Z0013798 | CONSTRUCTION LAYOUT | L SUM | 1.000 | | | | |
| Z0019500 | DRYWELL | EACH | 5.000 | | | | |
| Z0030850 | TEMP INFO SIGNING | SQ FT | 168.000 | | | | |
| Z0033020 | LUM SFTY CABLE ASMBLY | EACH | 31.000 | | | | |
| Z0033028 | MAINTAIN LIGHTING SYS | CAL MO | 1.000 | | | | |
| Z0062456 | | SQ YD | 3,263.000 | | | | |
| Z0064800 | SELECTIVE CLEARING | UNIT | 48.000 | | | | |
| Z0073346 | SLEEPER SLAB | SQ YD | 385.000 | | | | |
| Z0073510 | TEMP TR SIGNAL TIMING | EACH | 1.000 | | <u> </u> | | |

Page 3 05/18/2016

C-91-013-10 State Job # -

| Project Number | |
|------------------|--|
| ACNHPP-0055/452/ | |

Route **FAI 55**

County Name -WILL--Code -197 - -**District** -1 - -Section Number -99(1&2)AC-R-3

Unit of ltem Number **Pay Item Description** Measure Quantity **Unit Price Total Price** Х = Z0076600 TRAINEES HOUR 1,000.000 0.800 800.000 HOUR Z0076604 TRAINEES TPG 1,000.000 15.000 15,000.000 UNIT 20100110 TREE REMOV 6-15 2,042.000 20100210 TREE REMOV OVER 15 UNIT 1.091.000 20100500 TREE REMOV ACRES ACRE 1.000 20101000 TEMPORARY FENCE FOOT 2,797.000 EACH 30.000 20101100 TREE TRUNK PROTECTION EACH 30.000 20101200 TREE ROOT PRUNING 20101300 TREE PRUN 1-10 EACH 20.000 20101350 TREE PRUN OVER 10 EACH 20.000 CU YD 20200100 EARTH EXCAVATION 16,944.000 CU YD 20201200 REM & DISP UNS MATL 14,753.000 CU YD 20400800 FURNISHED EXCAVATION 11,796.000 20800150 TRENCH BACKFILL CU YD 987.000 SQ YD 23,627.000 21001000 GEOTECH FAB F/GR STAB

Page 4 05/18/2016

C-91-013-10 State Job # -

Project Number ACNHPP-0055/452/ Route

FAI 55

County Name -WILL--Code -197 - -District -1 - -

Section Number -99(1&2)AC-R-3

| ltem Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|-----------------------|--------------------|------------|---|------------|---|-------------|
| 21101505 | | CU YD | 10,584.000 | | | | |
| 25000210 | SEEDING CL 2A | ACRE | 10.750 | | | | |
| 25000300 | SEEDING CL 3 | ACRE | 1.500 | | | | |
| 25000310 | SEEDING CL 4 | ACRE | 1.500 | | | | |
| 25000314 | SEEDING CL 4B | ACRE | 0.750 | | | | |
| 25000400 | NITROGEN FERT NUTR | POUND | 1,323.000 | | | | |
| 25000600 | POTASSIUM FERT NUTR | POUND | 1,323.000 | | | | |
| 25100115 | MULCH METHOD 2 | ACRE | 30.000 | | | | |
| 25100135 | MULCH METHOD 4 | ACRE | 0.100 | | | | |
| 25100630 | EROSION CONTR BLANKET | SQ YD | 36,372.000 | | | | |
| 25100635 | HD EROS CONTR BLANKET | SQ YD | 5,030.000 | | | | |
| 25100900 | TURF REINF MAT | SQ YD | 1,303.000 | | | | |
| 25200110 | SODDING SALT TOLERANT | SQ YD | 2,314.000 | | | | |
| 25200200 | SUPPLE WATERING | UNIT | 22.000 | | | | |
| 28000200 | EARTH EXC - EROS CONT | CU YD | 300.000 | | | | |

Page 5 05/18/2016

C-91-013-10 State Job # -

ACNHPP-0055/452/

Project Number

Route FAI 55

County Name -WILL--Code -197 - -District -1 - -

Section Number -99(1&2)AC-R-3

| ltem Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|----------------------|--------------------|------------|---|------------|---|-------------|
| 28000250 | TEMP EROS CONTR SEED | POUND | 2,900.000 | | | | |
| 28000305 | TEMP DITCH CHECKS | FOOT | 2,830.000 | | | | |
| 28000315 | AGG DITCH CHECKS | TON | 97.000 | | | | |
| 28000400 | PERIMETER EROS BAR | FOOT | 13,061.000 | | | | |
| 28000510 | INLET FILTERS | EACH | 32.000 | | | | |
| 28100107 | STONE RIPRAP CL A4 | SQ YD | 58.000 | | | | |
| 28200200 | FILTER FABRIC | SQ YD | 297.000 | | | | |
| 30300112 | AGG SUBGRADE IMPR 12 | SQ YD | 44,000.000 | | | | |
| 31101200 | SUB GRAN MAT B 4 | SQ YD | 3,263.000 | | | | |
| 31200500 | STAB SUBBASE HMA 4 | SQ YD | 10,829.000 | | | | |
| 35102000 | AGG BASE CSE B 8 | SQ YD | 1,440.000 | | | | |
| 35501316 | HMA BASE CSE 8 | SQ YD | 1,957.000 | | | | |
| 40600290 | BIT MATLS TACK CT | POUND | 835.000 | | | | |
| 40600982 | HMA SURF REM BUTT JT | SQ YD | 76.000 | | | | |
| 40603335 | HMA SC "D" N50 | τον | 381.000 | | | | |

Page 6 05/18/2016

C-91-013-10 State Job # -

Project Number ACNHPP-0055/452/ Route

FAI 55

County Name -WILL--Code -197 - -District -1 - -

Section Number -99(1&2)AC-R-3

| ltem Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|-----------------------|--------------------|------------|---|------------|---|-------------|
| 40603365 | HMA SC "E" N70 | TON | 208.000 | | | | |
| 40700100 | BIT MATLS TACK CT | POUND | 16,893.000 | | | | |
| 40701881 | HMA PAVT FD 10 | SQ YD | 19,338.000 | | | | |
| 40800050 | INCIDENTAL HMA SURF | TON | 60.000 | | | | |
| 42000506 | PCC PVT 10 1/4 JOINTD | SQ YD | 17,789.000 | | | | |
| 42001300 | PROTECTIVE COAT | SQ YD | 24,886.000 | | | | |
| 42300400 | PCC DRIVEWAY PAVT 8 | SQ YD | 714.000 | | | | |
| 42400200 | PC CONC SIDEWALK 5 | SQ FT | 6,122.000 | | | | |
| 42400800 | DETECTABLE WARNINGS | SQ FT | 220.000 | | | | |
| 44000100 | PAVEMENT REM | SQ YD | 20,006.000 | | | | |
| 44000157 | HMA SURF REM 2 | SQ YD | 1,590.000 | | | | |
| 44000200 | DRIVE PAVEMENT REM | SQ YD | 3,794.000 | | | | |
| 44000500 | COMB CURB GUTTER REM | FOOT | 1,640.000 | | | | |
| 44000600 | SIDEWALK REM | SQ FT | 1,714.000 | | | | |
| 44003100 | MEDIAN REMOVAL | SQ FT | 47.000 | | <u> </u> | | |

Page 7 05/18/2016

C-91-013-10 State Job # -

| Project Number | |
|------------------|--|
| ACNHPP-0055/452/ | |

140.000

Route **FAI 55**

County Name -WILL--Code -197 - -**District** -1 - -Section Number -99(1&2)AC-R-3

542A0220 P CUL CL A 1 15

Item Unit of Number Measure Quantity **Unit Price Total Price** Pay Item Description Х = 44004250 PAVED SHLD REMOVAL SQ YD 2,681.000 SQ YD 44201765 CL D PATCH T2 10 76.000 SQ YD 52.000 44201783 CL D PATCH T4 11 48101620 AGGREGATE SHLDS B 10 SQ YD 2,882.000 48203037 HMA SHOULDERS 10 SQ YD 404.000 48300505 PCC SHOULDERS 10 1/4 SQ YD 2,644.000 EACH 1.000 50100300 REM EXIST STRUCT N1 EACH 1.000 50100400 REM EXIST STRUCT N2 50104400 CONC HDWL REM EACH 5.000 50105220 PIPE CULVERT REMOV FOOT 379.000 EACH 54001001 BOX CUL END SEC C1 2.000 EACH 1.000 54001002 BOX CUL END SEC C2 FOOT 70.000 54010302 PCBC 3X2 54010504 PCBC 5X4 FOOT 191.000

FOOT

Page 8 05/18/2016

C-91-013-10 State Job # -

Project Number ACNHPP-0055/452/ Route

FAI 55

County Name -WILL--Code -197 - -District -1 - -

Section Number -99(1&2)AC-R-3

| ltem Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|-----------------------|--------------------|----------|---|------------|---|-------------|
| 542A0223 | P CUL CL A 1 18 | FOOT | 179.000 | | | | |
| 54213657 | PRC FLAR END SEC 12 | EACH | 1.000 | | | | |
| 54260311 | TRAVERS PIPE GRATE | FOOT | 78.000 | | | | |
| 54261315 | CONC ES 542001 15 1:3 | EACH | 8.000 | | | | |
| 54261418 | CONC ES 542001 18 1:4 | EACH | 6.000 | | | | |
| 54261430 | CONC ES 542001 30 1:4 | EACH | 2.000 | | | | |
| 54390180 | INSERT CUL LIN 24 | FOOT | 103.000 | | | | |
| 550A0050 | STORM SEW CL A 1 12 | FOOT | 123.000 | | | | |
| 550A0140 | STORM SEW CL A 1 30 | FOOT | 68.000 | | | | |
| 550A0340 | STORM SEW CL A 2 12 | FOOT | 968.000 | | | | |
| 550A0380 | STORM SEW CL A 2 18 | FOOT | 455.000 | | | | |
| 550A0410 | STORM SEW CL A 2 24 | FOOT | 603.000 | | | | |
| 550A0430 | STORM SEW CL A 2 30 | FOOT | 262.000 | | | | |
| 55100500 | STORM SEWER REM 12 | FOOT | 414.000 | | | | |
| 55100700 | STORM SEWER REM 15 | FOOT | 228.000 | | <u> </u> | | |

Page 9 05/18/2016

C-91-013-10 State Job # -

Project Number ACNHPP-0055/452/ Route

FAI 55

County Name -WILL--Code -197 - -District -1 - -

Section Number -99(1&2)AC-R-3

| ltem Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|-----------------------|--------------------|----------|---|------------|------|-------------|
| 55101200 | STORM SEWER REM 24 | FOOT | 546.000 | | | | |
| 60100060 | CONC HDWL FOR P DRAIN | EACH | 22.000 | | | | |
| 60100905 | PIPE DRAINS 4 | FOOT | 340.000 | | | | |
| 60108104 | PIPE UNDERDR T 1 4 | FOOT | 898.000 | | | | |
| 60200105 | CB TA 4 DIA T1F OL | EACH | 2.000 | | | | |
| 60200805 | CB TA 4 DIA T8G | EACH | 6.000 | | | | |
| 60201340 | CB TA 4 DIA T24F&G | EACH | 16.000 | | | | |
| 60207605 | CB TC T8G | EACH | 1.000 | | | | |
| 60218400 | MAN TA 4 DIA T1F CL | EACH | 4.000 | | | | |
| 60220005 | MAN TA 4D M IN 604101 | EACH | 1.000 | | | | |
| 60223800 | MAN TA 6 DIA T1F CL | EACH | 11.000 | | | | |
| 60224469 | MAN TA 9 DIA T1F CL | EACH | 1.000 | | | | |
| 60255500 | MAN ADJUST | EACH | 7.000 | | | | |
| 60257900 | MAN RECONST | EACH | 1.000 | | | | |
| 60500040 | REMOV MANHOLES | EACH | 4.000 | | <u> </u> | | |

Page 10 05/18/2016

C-91-013-10 State Job # -

Project Number ACNHPP-0055/452/ Route

FAI 55

County Name -WILL--Code -197 - -District -1 - -

Section Number -99(1&2)AC-R-3

| ltem Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|-----------------------|--------------------|-----------|---|------------|---|-------------|
| 60500050 | | EACH | 9.000 | | | | |
| 60600605 | CONC CURB TB | FOOT | 641.000 | | | | |
| 60603800 | COMB CC&G TB6.12 | FOOT | 610.000 | | | | |
| 60605000 | COMB CC&G TB6.24 | FOOT | 6,331.000 | | | | |
| 60610400 | COMB CC&G TM6.24 | FOOT | 339.000 | | | | |
| 60618300 | CONC MEDIAN SURF 4 | SQ FT | 1,485.000 | | | | |
| 60620000 | CONC MED TSB6.24 | SQ FT | 58.000 | | | | |
| 60624600 | CORRUGATED MED | SQ FT | 1,516.000 | | | | |
| 63000001 | SPBGR TY A 6FT POSTS | FOOT | 25.000 | | | | |
| 63000003 | SPBGR TY A 9FT POSTS | FOOT | 557.000 | | | | |
| 63100167 | TR BAR TRM T1 SPL TAN | EACH | 2.000 | | | | |
| 63200310 | GUARDRAIL REMOV | FOOT | 685.000 | | | | |
| 66400105 | CH LK FENCE 4 | FOOT | 1,264.000 | | | | |
| 66900200 | NON SPL WASTE DISPOSL | CU YD | 3,500.000 | | | | |
| 66900450 | SPL WASTE PLNS/REPORT | L SUM | 1.000 | | <u> </u> | | |

Page 11 05/18/2016

C-91-013-10 State Job # -

Project Number ACNHPP-0055/452/ Route **FAI 55**

County Name -WILL--Code -197 - -**District** -1 - -Section Number -99(1&2)AC-R-3

Unit of ltem Number Measure Quantity **Unit Price Total Price** Pay Item Description Х = 66900530 SOIL DISPOSAL ANALY EACH 5.000 67100100 MOBILIZATION L SUM 1.000 CAL DA 70103815 TR CONT SURVEILLANCE 145.000 70106800 CHANGEABLE MESSAGE SN CAL MO 18.000 1,000.000 70300100 SHORT TERM PAVT MKING FOOT 70300150 SHRT TRM PAVT MK REM SQ FT 333.000 SQ FT 37.000 70300210 TEMP PVT MK LTR & SYM FOOT 12.250.000 70300220 TEMP PVT MK LINE 4 70300240 TEMP PVT MK LINE 6 FOOT 146.000 70300260 TEMP PVT MK LINE 12 FOOT 20.000 70300280 TEMP PVT MK LINE 24 FOOT 100.000 SQ FT 72000100 SIGN PANEL T1 543.000 EACH 2.000 72400100 REMOV SIN PAN ASSY TA 72400310 REMOV SIGN PANEL T1 SQ FT 177.000 SQ FT 72400320 REMOV SIGN PANEL T2 24.000

Page 12 05/18/2016

C-91-013-10 State Job # -

Project Number ACNHPP-0055/452/ Route

FAI 55

County Name -WILL--Code -197 - -District -1 - -

Section Number -99(1&2)AC-R-3

| ltem Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|-----------------------|--------------------|------------|---|------------|---|-------------|
| 72400710 | RELOC SIGN PANEL T1 | SQ FT | 52.000 | | | | |
| 72400730 | RELOC SIGN PANEL T3 | SQ FT | 137.000 | | | | |
| 72700100 | STR STL SIN SUP BA | POUND | 1,007.000 | | | | |
| 72800100 | TELES STL SIN SUPPORT | FOOT | 266.000 | | | | |
| 72900100 | METAL POST TY A | FOOT | 359.000 | | | | |
| 72900200 | METAL POST TY B | FOOT | 653.000 | | | | |
| 73400100 | CONC FOUNDATION | CU YD | 3.000 | | | | |
| 73700100 | REM GR MT SIN SUPPORT | EACH | 2.000 | | | | |
| 73700200 | REM CONC FDN-GR MT | EACH | 2.000 | | | | |
| 78000100 | THPL PVT MK LTR & SYM | SQ FT | 73.000 | | | | |
| 78000200 | THPL PVT MK LINE 4 | FOOT | 22,000.000 | | | | |
| 78000400 | THPL PVT MK LINE 6 | FOOT | 100.000 | | | | |
| 78000600 | THPL PVT MK LINE 12 | FOOT | 300.000 | | | | |
| 78000650 | THPL PVT MK LINE 24 | FOOT | 81.000 | | | | |
| 78008200 | POLYUREA PM T1 LTR-SY | SQ FT | 265.000 | | | | |

Page 13 05/18/2016

C-91-013-10 State Job # -

Project Number ACNHPP-0055/452/ Route

FAI 55

County Name -WILL--Code -197 - -District -1 - -

Section Number -99(1&2)AC-R-3

| ltem Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|-----------------------|--------------------|------------|---|------------|---|-------------|
| 78008210 | POLYUREA PM T1 LN 4 | FOOT | 6,755.000 | | | | |
| 78008230 | POLYUREA PM T1 LN 6 | FOOT | 2,019.000 | | | | |
| 78008240 | POLYUREA PM T1 LN 8 | FOOT | 375.000 | | | | |
| 78008250 | POLYUREA PM T1 LN 12 | FOOT | 1,378.000 | | | | |
| 78008270 | POLYUREA PM T1 LN 24 | FOOT | 202.000 | | | | |
| 78100100 | RAISED REFL PAVT MKR | EACH | 470.000 | | | | |
| 78100200 | TEMP RAIS REF PVT MKR | EACH | 120.000 | | | | |
| 78200410 | GUARDRAIL MKR TYPE A | EACH | 10.000 | | | | |
| 78201000 | TERMINAL MARKER - DA | EACH | 2.000 | | | | |
| 78300100 | PAVT MARKING REMOVAL | SQ FT | 16,158.000 | | | | |
| 78300200 | RAISED REF PVT MK REM | EACH | 220.000 | | | | |
| 80300100 | LOCATE UNDERGR CABLE | FOOT | 2,000.000 | | | | |
| 80400100 | ELECT SERV INSTALL | EACH | 1.000 | | | | |
| 80400200 | ELECT UTIL SERV CONN | L SUM | 1.000 | | | | |
| 80500020 | SERV INSTALL POLE MT | EACH | 1.000 | | | | |

Page 14 05/18/2016

C-91-013-10 State Job # -

Project Number ACNHPP-0055/452/ Route

FAI 55

County Name -WILL--Code -197 - -District -1 - -

Section Number -99(1&2)AC-R-3

| ltem Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|-----------------------|--------------------|-----------|---|------------|---|-------------|
| 81028200 | UNDRGRD C GALVS 2 | FOOT | 734.000 | | | | |
| 81028210 | UNDRGRD C GALVS 2 1/2 | FOOT | 137.000 | | | | |
| 81028220 | UNDRGRD C GALVS 3 | FOOT | 136.000 | | | | |
| 81028240 | UNDRGRD C GALVS 4 | FOOT | 980.000 | | | | |
| 81400100 | HANDHOLE | EACH | 3.000 | | | | |
| 81400300 | DBL HANDHOLE | EACH | 1.000 | | | | |
| 81603081 | UD 3#2#4GXLPUSE 1.5 P | FOOT | 6,150.000 | | | | |
| 81702180 | EC C XLP USE 1C 3/0 | FOOT | 410.000 | | | | |
| 82102250 | LUM SV HOR MT 250W | EACH | 30.000 | | | | |
| 82500380 | LT CONT BASEM 480V200 | EACH | 1.000 | | | | |
| 83007200 | LT P A 35MH 6MA | EACH | 30.000 | | | | |
| 83600200 | LIGHT POLE FDN 24D | FOOT | 280.000 | | | | |
| 83800105 | BKWY DEV TR B 11.5BC | EACH | 30.000 | | | | |
| 83800205 | BKWY DEV TR B 15BC | EACH | 1.000 | | | | |
| 84200500 | REM LT UNIT SALV | EACH | 1.000 | | | | |

Page 15 05/18/2016

C-91-013-10 State Job # -

Project Number ACNHPP-0055/452/ Route

FAI 55

County Name -WILL--Code -197 - -District -1 - -

Section Number -99(1&2)AC-R-3

| ltem Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|-----------------------|--------------------|-----------|---|------------|---|-------------|
| 84200804 | | EACH | 2.000 | | | | |
| 84400105 | RELOC EX LT UNIT | EACH | 1.000 | | | | |
| 85000200 | MAIN EX TR SIG INSTAL | EACH | 1.000 | | | | |
| 86400100 | TRANSCEIVER - FIB OPT | EACH | 1.000 | | | | |
| 87301215 | ELCBL C SIGNAL 14 2C | FOOT | 1,760.000 | | | | |
| 87301225 | ELCBL C SIGNAL 14 3C | FOOT | 2,230.000 | | | | |
| 87301245 | ELCBL C SIGNAL 14 5C | FOOT | 1,330.000 | | | | |
| 87301255 | ELCBL C SIGNAL 14 7C | FOOT | 2,387.000 | | | | |
| 87301305 | ELCBL C LEAD 14 1PR | FOOT | 1,990.000 | | | | |
| 87301805 | ELCBL C SERV 6 2C | FOOT | 45.000 | | | | |
| 87301900 | ELCBL C EGRDC 6 1C | FOOT | 1,040.000 | | | | |
| 87502440 | TS POST GALVS 10 | EACH | 2.000 | | | | |
| 87502480 | TS POST GALVS 14 | EACH | 1.000 | | | | |
| 87502500 | TS POST GALVS 16 | EACH | 4.000 | | | | |
| 87700140 | S MAA & P 20 | EACH | 1.000 | | | | |

Page 16 05/18/2016

C-91-013-10 State Job # -

Project Number ACNHPP-0055/452/ Route

FAI 55

County Name -WILL--Code -197 - -District -1 - -

Section Number -99(1&2)AC-R-3

| ltem Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|-----------------------|--------------------|----------|---|------------|---|-------------|
| 87700190 | | EACH | 1.000 | | | | |
| 87700220 | S MAA & P 36 | EACH | 1.000 | | | | |
| 87702192 | S MAA & P DMA 16 & 38 | EACH | 1.000 | | | | |
| 87800100 | CONC FDN TY A | FOOT | 28.000 | | | | |
| 87800150 | CONC FDN TY C | FOOT | 4.000 | | | | |
| 87800400 | CONC FDN TY E 30D | FOOT | 37.000 | | | | |
| 87800415 | CONC FDN TY E 36D | FOOT | 12.000 | | | | |
| 87900200 | DRILL EX HANDHOLE | EACH | 13.000 | | | | |
| 88030020 | SH LED 1F 3S MAM | EACH | 6.000 | | | | |
| 88030050 | SH LED 1F 3S BM | EACH | 2.000 | | | | |
| 88030100 | SH LED 1F 5S BM | EACH | 7.000 | | | | |
| 88030110 | SH LED 1F 5S MAM | EACH | 3.000 | | | | |
| 88102717 | PED SH LED 1F BM CDT | EACH | 8.000 | | | | |
| 88200410 | TS BACKPLATE L F PLAS | EACH | 9.000 | | | | |
| 88500100 | INDUCTIVE LOOP DETECT | EACH | 7.000 | | <u> </u> | | |

Page 17 05/18/2016

C-91-013-10 State Job # -

| Project Number | Route |
|------------------|--------|
| ACNHPP-0055/452/ | FAI 55 |

County Name -WILL--Code -197 - -District -1 - -Section Number -99(1&2)AC-R-3

| ltem Number | Pay Item Description | Unit of Measure | Quantity | X | Unit Price | = | Total Price |
|----------------|----------------------|--------------------|----------|---|------------|---|-------------|
| 88600700 | PREFORM DETECT LOOP | FOOT | 92.000 | | | | |
| 88700200 | LIGHT DETECTOR | EACH | 3.000 | | | | |
| 88700300 | LIGHT DETECTOR AMP | EACH | 1.000 | | | | |
| 88800100 | PED PUSH-BUTTON | EACH | 9.000 | | | | |
| 89502375 | REMOV EX TS EQUIP | EACH | 1.000 | | | | |

Page 18 05/18/2016

CONTRACT NUMBER

60130

THIS IS THE TOTAL BID \$

NOTES:

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

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

I. GENERAL

A. Article 50 of the Code establishes the duty of all State CPOs, SPOs, 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. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have 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 the CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

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.

A. Conflicts of Interest

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 State 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 State 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 calendar days after the officer, member, or employee takes office or is employed. The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

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. Information concerning the exemption process is available from the Department upon request.

B. Negotiations

Section 50-15. Negotiations.

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.

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.

C. Inducements

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 provide a submission to a vendor portal or 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, not making a submission to a vendor portal, or who withholds a bid or submission to a vendor portal in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

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.

D. <u>Revolving Door Prohibition</u>

Section 50-30. Revolving door prohibition.

CPOs, SPOs, procurement compliance monitors, 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.

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.

E. <u>Reporting Anticompetitive Practices</u>

Section 50-40. Reporting anticompetitive practices.

When, for any reason, any vendor, bidder, contractor, CPO, SPO, 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 CPO.

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 or submission to a vendor portal is submitted.

F. Confidentiality

Section 50-45. Confidentiality.

Any CPO, SPO, 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.

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.

G. Insider Information

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.

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.

□ I acknowledge, understand and accept these terms and conditions for the above assurances.

III. CERTIFICATIONS

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. Section 50-2 of the Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible CPO whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. Bribery

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, or subcontracting under such a contract, 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, or which is signatory to the contract which the subcontract relates, 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 2012.

(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, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

B. Felons

Section 50-10. Felons.

- (a) Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, 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.
- (b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code and every vendor's submission to a vendor portal shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinquency

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the CPO may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subcontractors

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 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 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

Section 50-14 Environmental Protection Act violations.

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code 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 bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

F. Educational Loan

Section 3 of the Educational Loan Default Act, 5 ILCS 385/3.

Pursuant to the Educational Loan Default Act no State agency shall contract with an individual for goods or services if that individual is in default on an educational loan.

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.

G. Bid-Rigging/Bid Rotating

Section 33E-11 of the Criminal Code of 2012, 720 ILCS 5/3BE-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.

(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.

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.

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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.

The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace in compliance with the provisions of the Act.

J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

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

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

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

In accordance with the provisions of Section 30-22 (6) of the 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.**

Additionally, Section 30-22 of the Code requires that the bidder certify that an Illinois office be maintained as the primary place of employment for persons employed for this contract.

NA-FEDERAL_____

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

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

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

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

The undersigned bidder certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. If the business entity is required to register, the CPO shall verify that it is in compliance on the date the bid or proposal is due. The CPO shall not accept a bid or proposal if the business entity is not in compliance with the registration requirements.

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

M. Lobbyist Disclosure

Section 50-38 of the Code requires that any bidder or offeror on a State contract that hires a person required to register under the Lobbyist Registration Act to assist in obtaining a contract shall:

(i) Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract,

- (ii) Not bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration, and
- (iii) Sign a verification certifying that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State.

This information, along with all supporting documents, shall be filed with the agency awarding the contract and with the Secretary of State. The CPO shall post this information, together with the contract award notice, in the online Procurement Bulletin.

Pursuant to Subsection (c) of this Section, no person or entity shall retain a person or entity to attempt to influence the outcome of a procurement decision made under the Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty of a business offense and shall be fined not more than \$10,000.

Bidder acknowledges that it is required to disclose the hiring of any person required to register pursuant to the Illinois Lobbyist Registration Act (25 ILCS 170) in connection with this contract.

Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.

Or

Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:

Name and address of person:

All costs, fees, compensation, reimbursements and other remuneration paid to said person:

□ I acknowledge, understand and accept these terms and conditions for the above certifications.

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 bidder further certifies that the Department has received the disclosure forms for each bid.

The CPO may void the bid, or contract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Code. Furthermore, the CPO may void the contract 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 Code provides that all bids of more than \$50,000 and all submissions to a vendor portal 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, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

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 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 individual 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 individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form. **The current annual salary of the Governor is \$177,412.00**.

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. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid**.

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 Form A must be signed and dated by an individual 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 60% of the annual salary of the Governor? YES ____ NO___
- 3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's 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 60% of the annual salary of the Governor? YES ____ NO ___

(Note: Only one set of forms needs to be completed <u>per individual per bid</u> 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 an individual that is authorized to execute contracts for your organization. The individual signing can be, but does not have to be, the individual 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> of Form A must be signed and dated by an individual that is authorized to execute contracts for your company.

Form B: Instructions for Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each bid submitted by the bidding entity. *Note: Checking the <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

Disclosure of the information contained in this Form is required by Section 50-35 of the 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 \$50,000, 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. <u>See Disclosure Form Instructions</u>.

The current annual salary of the Governor is \$177,412.00.

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 60% of the annual salary of the Governor. (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

| FOR INDIVIDUAL | (type or print information) | | |
|----------------|--------------------------------------|-------------|-------------------------------------|
| NAME: | | | |
| ADDRESS | | | |
| | | | |
| Type of own | ership/distributable income share | : | |
| stock | sole proprietorship | Partnership | other: (explain on separate sheet): |
| % or \$ value | of ownership/distributable income sh | nare: | |

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 | employr | ment of services. |
|-----|---|---------|-------------------|
| | | Yes | No |

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State 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 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary.

- If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, 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 100% of the annual 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 60% of the annual salary of the Governor, 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 two 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.

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 State 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 60% of the annual salary of the Governor, 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 60% of the annual salary of the Governor, 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 100% of the annual 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 60% of the annual salary of the Governor, 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 two times the salary of the Governor?

Yes ___ No ___

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.

| (f) Relationship to anyone | holding appointive office | currently or in the | previous 2 years; | spouse, fa | ather, mother, |
|----------------------------|---------------------------|---------------------|-------------------|------------|----------------|
| son, or daughter. | | | Yes _ | No | |

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

- (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 <u>No</u>

3. Communication Disclosure.

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s):

4. Suspension or Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: suspension or debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s):

Nature of disclosure:

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.

Completed by:

Signature of Individual or Authorized Representative

Date

| | NOT APPLICABLE STATEMENT | |
|-----------------------------|---|------------------------|
| | nave determined that no individuals associated with the time the completion of this Form A. | this organization meet |
| This Disclosure Form A is s | submitted on behalf of the CONTRACTOR listed on th | e previous page. |
| | | |
| | Signature of Authorized Representative | Date |
| | | |

The bidder has a continuing obligation to supplement these disclosures under Sec. 50-35 of the Code.

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for all bids.

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 this page.

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

THE FOLLOWING STATEMENT MUST BE CHECKED

| Signature of Authorized Representative | Date |
|--|------|

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership.

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

| 🗌 Yes 🗌 No | □ N/A (Form A disclosure(s) established 100% ownership |) |
|------------|--|---|
|------------|--|---|

SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Department of Human Rights Act 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 Title 44, Illinois Administrative Code, Section 750.120. 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. 60I30 WILL County Section 99-(1&2)AC-R-3 Project ACNHPP-0055(452) **Route FAI 55 District 1 Construction Funds**

PART I. IDENTIFICATION

Dept. of Human Rights # _____ Duration of Project: _____

Name of Bidder:

PART II. WORKFORCE PROJECTION

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

| TOTAL Workforce Projection for Contract | | | | | | | | | | C | | | | S | | | | |
|---|----|--------------|---------|---------|---------|-------|------|-------------|-------------|-----|--------|-----------------|-----|-------------------------------|---------------|------|---------------|---|
| | | | | MIN | ORITY E | EMPLC | YEES | ; | | TRA | AINEES | | | TO BE ASSIGNED TO CONTRACT | | | | |
| JOB CATEGORIES | | TAL OYEES | BLA | ACK | HISP | ANIC | | HER NOR. | APPF TIC | | | HE JOB INEES | | | OTAL OYEES | | MINO EMPLC | |
| - | М | F | Μ | F | М | F | М | F | М | F | М | F | | М | F | | М | F |
| OFFICIALS (MANAGERS) | | | | | | | | | | | | | | | | | | |
| SUPERVISORS | | | | | | | | | | | | | | | | | | |
| FOREMEN | | | | | | | | | | | | | | | | | | |
| CLERICAL | | | | | | | | | | | | | | | | | | |
| EQUIPMENT OPERATORS | | | | | | | | | | | | | | | | | | |
| MECHANICS | | | | | | | | | | | | | | | | | | |
| TRUCK DRIVERS | | | | | | | | | | | | | | | | | | |
| IRONWORKERS | | | | | | | | | | | | | | | | | | |
| CARPENTERS | | | | | | | | | | | | | | | | | | |
| CEMENT MASONS | | | | | | | | | | | | | | | | | | |
| ELECTRICIANS | | | | | | | | | | | | | | | | | | |
| PIPEFITTERS, PLUMBERS | | | | | | | | | | | | | | | | | | |
| PAINTERS | | | | | | | | | | | | | | | | | | |
| LABORERS, SEMI-SKILLED | | | | | | | | | | | | | | | | | | |
| LABORERS, UNSKILLED | | | | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | | | | |
| | | BLE C | | | | | | | _ | | Γ | FOR | ם א | DART | IENT USE | : ON | | |
| | | aining Pro | ojectio | n for C | ontract | | | | | | | 1 OF | | | | | N∟ I | |
| EMPLOYEES | TO | TAL | | | | | *0 | THER | | | | | | | | | | |

| 10 | IOTAL Training Projection for Contract | | | | | | | | |
|-------------|--|----------------------|---------|-----|--------|------|--------|------|--|
| EMPLOYEES | TO | TAL | | | | | *OTHER | | |
| IN | EMPLO | DYEES | BLA | ٩CK | HISP | ANIC | MIN | IOR. | |
| TRAINING | М | F | М | F | М | F | М | F | |
| APPRENTICES | | | | | | | | | |
| | | | | | | | | | |
| ON THE JOB | | | | | | | | | |
| TRAINEES | | | | | | | | | |
| +0 | In a subscription of the | Le construction de C | and and | A / | A) NI1 | A | (NI) | | |

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

BC 1256 (Rev. 12/11/07)

Note: See instructions on page 2

Contract No. 60I30 WILL County Section 99-(1&2)AC-R-3 Project ACNHPP-0055(452) Route FAI 55 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 **Illinois Department of Human Rights**.
- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company _____

Telephone Number _____

| Address | |
|---------|--|
| | |

| NOTICE REGARDING SIGNATURE | | | | | | | |
|----------------------------|--|--|--|--|--|--|--|
| | signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs ed only if revisions are required. | | | | | | |
| Signature: | Title: Date: | | | | | | |
| Instructions: | All tables must include subcontractor personnel in addition to prime contractor personnel. | | | | | | |
| Table A - | Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work. | | | | | | |
| Table B - | Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed. | | | | | | |
| Table C - | Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A. | | | | | | |

BC-1256 (Rev. 12/11/07)

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. 60I30 WILL County Section 99-(1&2)AC-R-3 Project ACNHPP-0055(452) Route FAI 55 District 1 Construction Funds

PROPOSAL SIGNATURE SHEET

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

| | Firm Name | |
|--|--------------------|--|
| (IF AN INDIVIDUAL) | Signature of Owner | |
| | Business Address | |
| | | |
| | Firm Name | |
| | | |
| (IF A CO-PARTNERSHIP) | | |
| | Dusiness Address | |
| | | Name and Address of All Members of the Firm: |
| | | |
| | | |
| | · | |
| | Ву | Signature of Authorized Representative |
| (IF A CORPORATION) | | |
| | | Typed or printed name and title of Authorized Representative |
| | Attest | |
| (IF A JOINT VENTURE, USE THIS SECTION | | Signature |
| FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) | Business Address | |
| | | |
| | Corporate Name | |
| | Ву | |
| | | |
| (IF A JOINT VENTURE) | | Signature of Authorized Representative |
| (IF A JOINT VENTURE) | | Signature of Authorized Representative |
| (IF A JOINT VENTURE) | | Typed or printed name and title of Authorized Representative |
| (IF A JOINT VENTURE) | | |



Return with Bid

Division of Highways Annual Proposal Bid Bond

This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on

and shall be valid until

11:59 PM (CDST).

KNOW ALL PERSONS BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, and 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 the bid proposal under "Proposal Guaranty" in effect on the date of the 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 may submit bid proposal(s) to the STATE OF ILLINOIS, acting through the Department of Transportation, for various improvements published in the Transportation Bulletin during the effective term indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal(s) of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents; 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 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 has caused this instrument to be signed by its officer day of A.D., . | | In TESTIMONY WHEREOF, the instrument to be signed by its of day of | ne said SURETY has caused this officer A.D., . | |
|--|------------------------------|--|---|--|
| day of | A.D., | day of | ^.U., | |
| (Coi | mpany Name) | (Comp | any Name) | |
| Ву | | Ву | | |
| (S | ignature and Title) | (Signature of Attorney-in-Fact) | | |
| Notary for PRINCIPAL | | Notary for SURETY | | |
| STATE OF | | STATE OF | | |
| Signed and attested before me on (date) | | Signed and attested before me on (date) | | |
| by | | by | | |
| (Name | of Notary Public) | | Notary Public) | |
| | | | | |
| (Seal) | | (Seal) | | |
| | (Signature of Notary Public) | | (Signature of Notary Public) | |
| | (Date Commission Expires) | | (Date Commission Expires) | |

BDE 356A (Rev. 1/21/14)

In lieu of completing the above section of the Annual Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By signing the proposal(s) 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

This bond may be terminated, at Surety's request, upon giving not less than thirty (30) days prior written notice of the cancellation/termination of the bond. Said written notice shall be issued to the Illinois Department of Transportation, Chief Contracts Official, 2300 South Dirksen Parkway, Springfield, Illinois, 62764, and shall be served in person, by receipted courier delivery or certified or registered mail, return receipt requested. Said notice period shall commence on the first calendar day following the Department's receipt of written cancellation/termination notice. Surety shall remain firmly bound to all obligations herein for proposals submitted prior to the cancellation/termination. Surety shall be released and discharged from any obligation(s) for proposals submitted for any letting or date after the effective date of cancellation/termination.



Division of Highways Proposal Bid Bond

Item No.

Letting Date

KNOW ALL PERSONS BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, and 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 the bid proposal under "Proposal Guaranty" in effect on the date of the 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; 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 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.

| | EREOF, the said PRINCIPAL has ent to be signed by its officer | In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer | | |
|------------------------|--|---|--|--|
| day of | A.D., | day of A.D., | | |
| | (Company Name) | (Company Name) | | |
| Ву | | Ву | | |
| | (Signature and Title) | (Signature of Attorney-in-Fact) | | |
| Notary for PRINCIP | AL | Notary for SURETY | | |
| STATE OF | | STATE OF | | |
| COUNTY OF | | COUNTY OF | | |
| Signed and attested by | before me on (date) | Signed and attested before me on (date) by | | |
| (N | lame of Notary Public) | (Name of Notary Public) | | |
| (Seal) | | (Seal) | | |
| | (Signature of Notary Public) | (Signature of Notary Public) | | |
| | (Date Commission Expires) | (Date Commission Expires) | | |
| proposal the Princip | | d form, the Principal may file an Electronic Bid Bond. By signing the 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 #

Signature and Title



(1) Policy

It is public policy that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

(2) Obligation

The contractor agrees to ensure that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

| Route | Total Bid | | |
|------------------|-------------------|-----------|-----------------|
| Section | Contract DBE Goal | | |
| Project | | (Percent) | (Dollar Amount) |
| County | | | |
| Letting Date | | | |
| Contract No. | | | |
| Letting Item No. | | | |

(4) Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company : (check one)

Meets or exceeds contract award goals and has provided documented participation as follows:

Disadvantaged Business Participation _____ percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation _____ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

| | Company | The "as read" Low Bidder is required to com | ply with the Special Provision. |
|-------|---------|---|---|
| Ву | | Submit only one utilization plan for each pro submitted in accordance with the special pro | |
| Title | | Bureau of Small Business Enterprises 2300 South Dirksen Parkway Springfield, Illinois 62764 | Local Let Projects Submit forms to the Local Agency |
| Date | | | |

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Manager Center.



DBE Participation Statement

| Subcontractor Reg | istration Number |
|-------------------|------------------|
|-------------------|------------------|

Participation Statement

Item No.

Letting

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

(2) Work:

(1) Instructions

| Please indicat | e: J/V Manufacturer Supplier (60%) | Subcont | tractor | Trucking |
|-----------------|---|----------|------------|----------|
| Pay Item No. | Description (Anticipated items for trucking)* | Quantity | Unit Price | Total |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | Total | |

(3) Partial Payment Items (For any of the above items which are partial pay items)

Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount: *Applies to trucking only

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement, with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

| Signature for Contractor 1 st Tier 2 nd Tier | Signature for DBE Firm1 st Tier2 nd Tier |
|--|--|
| Date | Date |
| Contact Person | Contact Person |
| Title | Title |
| Firm Name | Firm Name |
| Address | Address |
| City/State/Zip | City/State/Zip |
| Phone | Phone |
| Email Address | Email Address |
| | E |
| The Department of Transportation is very estimation displaying of information that is approximate a second list the se | WC |

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

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. 60I30 WILL County Section 99-(1&2)AC-R-3 Project ACNHPP-0055(452) Route FAI 55 District 1 Construction Funds



SUBCONTRACTOR DOCUMENTATION

Public Acts 96-0795, 96-0920, and 97-0895 enacted substantial changes to the provisions of the Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors that entered into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Code and approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Illinois Department of Transportation's CPO upon request within 15 calendar days after execution of the subcontract.

Financial disclosures required pursuant to Sec. 50-35 of the Code must be submitted for all applicable subcontractors. The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Code. This Notice to Bidders includes a document incorporating all required subcontractor certifications and disclosures for use by the Contractor in compliance with this mandate. The document is entitled <u>State Required Ethical Standards Governing Subcontractors</u>.

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

Article 50 of the Code establishes the duty of all State CPOs, SPOs, 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.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The CPO may terminate or void the contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

Section 50-2 of the Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible CPO whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. Bribery

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, or subcontracting under such a contract, 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, or which is signatory to the contract to which the subcontract relates, 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 2012.

(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, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

B. Felons

Section 50-10. Felons.

(a) Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, 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.

(b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinguency

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the CPO may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subcontractors

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, 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 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontract or is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code 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 bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

The undersigned, on behalf of the subcontracting company, has read and understands the above certifications and makes the certifications as required by law.

 Name of Subcontracting Company

 Authorized Officer

Date

SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

A. The disclosures hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed. The subcontractor further certifies that the Department has received the disclosure forms for each subcontract.

The CPO may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be scuspended or debarred for violations of the Code. Furthermore, the CPO may void the contract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

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 subcontracting entity or its parent entity, whichever is less, unless the subcontractor 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 subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 individual 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 individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form. **The current annual salary of the Governor is \$177,412.00**.

In addition, all disclosures shall indicate any other current or pending contracts, subcontracts, proposals, leases, or other ongoing procurement relationships the subcontracting entity has with any other unit of state government and shall clearly identify the unit and the contract, subcontract, 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. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification.

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor 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 subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. If a subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor 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 an individual that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

- 1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO____
- 2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES NO____
- 3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES ____ NO ___

(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

4. Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES ____ NO ___

(Note: Only one set of forms needs to be completed per individual per subcontract 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 subcontractor must determine each individual in the subcontracting entity or the subcontracting entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by an individual that is authorized to execute contracts for your organization. The individual signing can be, but does not have to be, the individual for which the form is being completed. The subcontractor 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 an individual that is authorized to execute contracts for your company.

Form B: Instructions for Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each subcontract submitted by the subcontracting entity. Note: Checking the <u>NOT APPLICABLE</u> <u>STATEMENT</u> on Form A <u>does not</u> allow the subcontractor to ignore Form B. Form B must be completed, checked, and dated or the subcontract will not be approved.

The Subcontractor shall identify, by checking Yes or No on Form B, whether it has any pending contracts, subcontracts, leases, bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the subcontractor only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the subcontractor must list all non-IDOT State of Illinois agency pending contracts, subcontracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts or subcontracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included.

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Subcontractor: Financial Information & Potential Conflicts of Interest Disclosure

| Subcontractor 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 Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract 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 subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all openended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. <u>See Disclosure Form Instructions</u>.

The current annual salary of the Governor is \$177,412.00.

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the SUBCONTRACTOR (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 60% of the annual salary of the Governor. (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

| FOR INDIVIDUAL | (type or print information) | | |
|------------------|--------------------------------------|-------------|-------------------------------------|
| NAME: | | | |
| ADDRESS | | | |
| | | | |
| Type of owne | ership/distributable income share | : | |
| stock | sole proprietorship | Partnership | other: (explain on separate sheet): |
| % or \$ value of | of ownership/distributable income sh | nare: | |

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

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

Yes No

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State 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 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, 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 100% of the annual 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 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes ____No ___
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment 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 State 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 60% of the annual salary of the Governor, provide the name of your 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 60% of the annual salary of the Governor, 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 of 100% of the annual 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 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?

Yes <u>No</u>

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

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

- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ____No ___
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ____No ___

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>
- (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 <u>No</u>

3 Communication Disclosure.

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s): _____

4. Suspension or Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: suspension or debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

| Name of person(s): | | |
|---|-------------------------------|-----------------------------|
| Nature of disclosure: | | |
| | | |
| | | |
| | | |
| | ICABLE STATEMENT | |
| This Disclosure Form A is submitted on behalf of penalty of perjury, I certify the contents of this of knowledge. | | |
| Completed by: | | |
| Signature of Indi | ividual or Authorized Officer | Date |
| NOT AP | PLICABLE STATEMENT | |
| Under penalty of perjury, I have determined that the criteria that would require the completion of | | with this organization meet |
| This Disclosure Form A is submitted on behalf | of the SUBCONTRACTOR lis | sted on the previous page. |
| | | |
| Signature | of Authorized Officer | Date |

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

| nail Address | Fax Number (if available) |
|--------------|---------------------------|
| 1 | ail Address |

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive

information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

THE FOLLOWING STATEMENT MUST BE CHECKED

| Signature of Authorized Officer | Date |
|---------------------------------|------|
| | |

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

| 🗌 Yes | 🗌 No | □ N/A (Form A disclosure(s) established 100% ownership) |
|-------|------|---|
|-------|------|---|

NOTICE TO BIDDERS



- TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.mJune 10, 2016. 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 10:00 a.m.
- 2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 60I30 WILL County Section 99-(1&2)AC-R-3 Project ACNHPP-0055(452) Route FAI 55 District 1 Construction Funds

This project consists of the reconstruction and widening of 0.59 miles of US 6 from east of the northbound I-55 ramps to Manor Lane and the reconstruction and relocation of 0.35 miles of northeast and 0.54 miles of southeast I-55 frontage roads; installation of traffic signals, lighting and guardrail in the Village of Channahon.

- **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

Randall S. Blankenhorn, Secretary

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

| CHEC | K SI | HEET # | PAGE NO. |
|------|------|--|----------|
| 1 | х | Additional State Requirements for Federal-Aid Construction Contracts | 1 |
| 2 | X | Subletting of Contracts (Federal-Aid Contracts) | 4 |
| 3 | X | EEO | 5 |
| 4 | | Specific EEO Responsibilities Non Federal-Aid Contracts | |
| 5 | | Required Provisions - State Contracts | 20 |
| 6 | | Asbestos Bearing Pad Removal | 26 |
| 7 | | Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal | 27 |
| 8 | | Temporary Stream Crossings and In-Stream Work Pads | |
| 9 | | Construction Layout Stakes Except for Bridges | |
| 10 | Х | Construction Layout Stakes | 32 |
| 11 | | Use of Geotextile Fabric for Railroad Crossing | 35 |
| 12 | | Subsealing of Concrete Pavements | |
| 13 | | Hot-Mix Asphalt Surface Correction | |
| 14 | Х | Pavement and Shoulder Resurfacing | |
| 15 | | Patching with Hot-Mix Asphalt Overlay Removal | 44 |
| 16 | | Polymer Concrete | 45 |
| 17 | | PVČ Pipeliner | 47 |
| 18 | | Bicycle Racks | 48 |
| 19 | | Temporary Portable Bridge Traffic Signals | 50 |
| 20 | Х | Work Zone Public Information Signs | |
| 21 | | Nighttime Inspection of Roadway Lighting | 53 |
| 22 | | English Substitution of Metric Bolts | 54 |
| 23 | | Calcium Chloride Accelerator for Portland Cement Concrete | 55 |
| 24 | | Quality Control of Concrete Mixtures at the Plant | 56 |
| 25 | Х | Quality Control/Quality Assurance of Concrete Mixtures | 64 |
| 26 | Х | Digital Terrain Modeling for Earthwork Calculations | 80 |
| 27 | Х | Pavement Marking Removal | 82 |
| 28 | | Preventive Maintenance – Bituminous Surface Treatment | 83 |
| 29 | | Preventive Maintenance – Cape Seal | 89 |
| 30 | | Preventive Maintenance – Micro-Surfacing | |
| 31 | | Preventive Maintenance – Slurry Seal | 115 |
| 32 | | Temporary Raised Pavement Markers | |
| 33 | | Restoring Bridge Approach Pavements Using High-Density Foam | |
| | | | |

TABLE OF CONTENTS

| LOCATION OF PROJECT | 1 |
|--|-------|
| DESCRIPTION OF PROJECT | 1 |
| MAINTENANCE OF ROADWAYS | 2 |
| STATUS OF UTILITIES (D-1) | 2 |
| COMPLETION DATE PLUS WORKING DAYS | 10 |
| TREE REMOVAL AND SELECTIVE CLEARING - TREE REMOVAL RESTRICTIONS | 10 |
| COORDINATION WITH ADJACENT AND/OR OVERLAPPING CONTRACTS | 11 |
| RECLAIMED ASPHALT PAVEMENT FOR NON-POROUS EMBANKMENT AND BACKF | ILL11 |
| AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS | 12 |
| STABILIZED CONSTRUCTION ENTRANCE | 13 |
| DRY WELL | 14 |
| CLEANING EXISTING DRAINAGE STRUCTURES | 15 |
| CLEANING EXISTING BOX CULVERT | 15 |
| KEEPING THE EXPRESSWAY OPEN TO TRAFFIC | 15 |
| FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC | 17 |
| TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS) | 17 |
| KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (WITH 15 MIN FULL STOPS) | |
| TRAFFIC CONTROL AND PROTECTION (ARTERIALS) | 22 |
| TRAFFIC CONTROL PLAN | 23 |
| ENGINEER'S FIELD OFFICE, TYPE A (SPECIAL) | 24 |
| TEMPORARY INFORMATION SIGNING | |
| TYPE III TEMPORARY TAPE FOR WET CONDITIONS | 28 |
| PUBLIC CONVENIENCE AND SAFETY (D-1) | 28 |
| TEMPORARY PAVEMENT | 29 |
| SIGN SHOP DRAWING SUBMITTAL | 29 |
| AGGREGATE SUBGRADE IMPROVEMENT (D-1) | 30 |
| COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL AND BEDDING (D-1) | 32 |
| ADJUSTMENTS AND RECONSTRUCTIONS | 33 |
| FRICTION AGGREGATE (D-1) | 34 |
| GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D-1) | 37 |
| HOT MIX ASPHALT QUALITY CONTROL FOR PERFORMANCE (BMPR) | |
| HMA MIXTURE DESIGN REQUIREMENTS (D-1) | 42 |
| RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (D-1) | |

| CALCIUM ALUMINATE CEMENT (BMPR) | 61 |
|---|----|
| DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (D-1) | 61 |
| SLIPFORM PAVING (D-1) | 62 |
| CONCRETE MEDIAN, TYPE SB (SPECIAL) | 63 |
| EMBANKMENT I | 63 |
| STORM SEWER ADJACENT TO OR CROSSING WATER MAIN | 65 |
| MAST ARM SIGN PANELS | 65 |
| TRAFFIC SIGNAL GENERAL REQUIREMENTS | 65 |
| ELECTRIC SERVICE INSTALLATION | 77 |
| GROUNDING OF TRAFFIC SIGNAL SYSTEMS | 80 |
| COILABLE NON-METALLIC CONDUIT | 81 |
| UNDERGROUND RACEWAYS | 81 |
| HANDHOLES | 82 |
| GROUNDING CABLE | 84 |
| MAINTENANCE OF EXISTING TRAFFIC SIGNAL AND FLASHING BEACON INSTAI | _ |
| FULL-ACTUATED CONTROLLER AND CABINET | |
| UNINTERRUPTABLE POWER SUPPLY, SPECIAL | |
| ELECTRIC CABLE | |
| EMERGENCY VEHICLE PRIORITY SYSTEM LINE SENSOR CABLE, NO. 20 3/C | |
| TRAFFIC SIGNAL POST | |
| MAST ARM ASSEMBLY AND POLE | |
| CONCRETE FOUNDATIONS | - |
| LIGHT EMITTING DIODE (LED) SIGNAL HEAD AND OPTICALLY PROGRAMM | |
| SIGNAL HEAD | |
| LIGHT EMITTING DIODE (LED) PEDESTRIAN SIGNAL HEAD | |
| TRAFFIC SIGNAL BACKPLATE | |
| DETECTOR LOOP | |
| RADAR VEHICLE DETECTION SYSTEM | |
| EMERGENCY VEHICLE PRIORITY SYSTEM. | |
| PEDESTRIAN PUSH-BUTTON | |
| TEMPORARY TRAFFIC SIGNAL TIMING | |
| REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT | |
| GENERAL ELECTRICAL REQUIREMENTS | |
| | |

| ELECTRIC UTILITY SERVICE CONNECTION (COMED) | 112 |
|--|-------------|
| WIRE AND CABLE | 113 |
| UNDERGROUND RACEWAYS | 114 |
| UNIT DUCT | 115 |
| LUMINAIRE SAFETY CABLE ASSEMBLY | 116 |
| LUMINAIRE | 117 |
| MAINTENANCE OF LIGHTING SYSTEMS | 126 |
| REMOVAL OF UNDERGROUND CABLE: | 129 |
| PERENNIAL PLANT CARE (AND CALENDAR) | 130 |
| PLANTING PERENNIAL PLANTS | 132 |
| PLANTING WOODY PLANTS | 132 |
| WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE | 134 |
| SELECTIVE CLEARING | 135 |
| REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES | 135 |
| COARSE AGGREGATE QUALITY (BDE) | 142 |
| CONCRETE BOX CULVERTS WITH SKEWS > 30 DEGREES AND DESIGN FILL | .S ≤ 5 FEET |
| (BDE) | 143 |
| CONCRETE END SECTIONS FOR PIPE CULVERTS (BDE) | 158 |
| CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE) | 161 |
| DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE) | 163 |
| ENGINEER'S FIELD OFFICE (BDE) | 174 |
| EQUAL EMPLOYMENT OPPORTUNITY (BDE) | 175 |
| ERRATA FOR THE 2016 STANDARD SPECIFICATIONS (BDE) | 178 |
| HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE) | 181 |
| PROGRESS PAYMENTS (BDE) | 182 |
| SPEED DISPLAY TRAILER (BDE) | 183 |
| TRAINING SPECIAL PROVISIONS (BDE) | 184 |
| IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL | PROVISION |
| (TPG) | 187 |
| TRAVERSABLE PIPE GRATE (BDE) | 189 |
| WARM MIX ASPHALT (BDE) | 190 |
| WEEKLY DBE TRUCKING REPORTS (BDE) | 192 |
| BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH | BID). 192 |
| FUEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID) | 195 |

| STORM WATER POLLUTION PREVENTION PLAN | 199 |
|--|-----|
| 404 PERMIT LRC-2015-00090 | 210 |
| GENERAL CONDITIONS 404 PERMIT LRC-2015-00090 | 214 |

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the roadway reconstruction of FAI Route 55 (I-55), Project ACNHPP-0055(452), Section 99(1&2)AC-R-3, Will County, Contract No. 60I30, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAI Route 55 (I-55) Project ACNHPP-0055(452) Section 99(1&2)AC-R-3 Will County Contract No. 60I30

LOCATION OF PROJECT

The US 6 project begins at a point on the centerline of US 6 (Eames Street) approximately 340 feet east of the centerline of I-55 and extends in an easterly direction for a distance of 0.588 miles (3,104.57 feet). The Southeast Frontage Road (SEFR) reconstruction begins at US 6 and extends south for a distance of approximately 2,879.44 feet. The Northeast Frontage Road (NEFR) reconstruction begins at US 6 and extends north for a distance of approximately 1,845.87 feet. The project is located in Will County in the Village of Channahon and unincorporated Will County.

DESCRIPTION OF PROJECT

This project consists of US 6 roadway widening and reconstruction east of I-55 with PCC pavement and frontage road reconstruction east of I-55 with full depth HMA pavement. Other improvements include traffic signals, roadway lighting, storm sewers, guardrail, landscaping, sidewalk, multi-use path, box culvert construction and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

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

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

STATUS OF UTILITIES (D-1)

Effective: June 1, 2016

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information in regard to their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

UTILITIES TO BE ADJUSTED

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances resolution will be a function of the construction staging. The responsible agency must relocate or complete new installations as noted in the action column; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

Pre-Stage

| STAGE / LOCATION | TYPE | DESCRIPTION | RESPONSIBLE AGENCY | ACTION |
|--|--|---|-----------------------|---|
| US 6 Sta. 215+00, RT to Sta. 220+00 RT | Power Poles and aerial lines. | Power poles are in conflict with storm sewer to be installed in the Pre- Stage, proposed pavement, sidewalk and the relocated light poles. These will need to be relocated for storm sewer installation in Pre- Stage. | COMED | Relocation to be completed by ComEd 10 day duration. |
| US 6 Sta. 216+75 to Sta. 223+15, RT and 2" lateral Sta.215+78 and 4" lateral at Sta. 223+15 | 6" gas main and 2" and 4" crossings | From Sta 216+75 to 223+15, the gas main is in conflict with the storm sewer being installed in the Pre-Stage. These will need to be relocated for the Pre- Stage storm sewer. | NICOR | Installation to be completed by NICOR 20 day duration. |
| US 6 Sta. 220+21, LT | Power Poles and aerial lines. | This power pole will need to be relocated to allow for storm sewer installation and grading for Stage 1. | COMED | Relocation to be completed by ComEd 3 day duration. |
| US 6 Sta. 222+00 to Sta. 243+00, LT | Underground duct line, lateral cables and risers. | This underground duct line is under the proposed pavement. The risers are in the proposed sidewalk and laterals will be in conflict with the earthwork. These need to be relocated before any earthwork or storm sewer installation begins. | AT&T | Relocation to be completed by AT&T 40 day duration. See Tree Removal Note. |
| US 6 Sta. 219+00 to Sta. 220+00, RT | Underground cables and risers. | This cables and risers are in line with the proposed storm sewer. These need to be relocated in Pre-Stage before storm sewer installation begins. | AT&T | Relocation to be completed by AT&T estimated 10 day duration. |

Stage 1

| STAGE / LOCATION | TYPE | DESCRIPTION | RESPONSIBLE AGENCY | ACTION |
|--|--------------------------------------|---|-----------------------|--|
| SE Frontage Road Sta. 515+50 to Sta. 521+00, RT & LT. | Power Poles and aerial lines. | Power poles will be in conflict with the proposed ditch grading for the Ramp C. These poles will need to be relocated prior to the start of earthwork. | COMED | Relocation to be completed by ComEd 15 day duration. See Tree Removal Note. |
| NE Frontage Road Sta. 348+00 to Sta. 354+00, RT | Power Poles and aerial lines. | The power poles will be in conflict with the proposed pavement and embankment. These poles will need to be relocated prior to the start of earthwork. | COMED | Relocation to be completed by ComEd 17 day duration. See Tree Removal Note |
| NE Frontage Road Sta. 348+00 to sta. 354+00 NE Frontage Road Connector Sta. 600+00 to Sta. 604+00. | 6" gas main | The 6" gas main is in conflict with embankment and ditches for both the NE Frontage Road and the NE Frontage Road Connector. This main will need to be installed after the embankment is placed for these two roads. NICOR will need to coordinate with the Contractor during the earthwork. | Nicor Gas | Installation to be completed by NICOR 5 day duration during the construction of the embankment. See Tree Removal Note |
| SE Frontage Road Sta. 515+50 to Sta. 521+00, RT and LT | Aerial cable and Fiber optics. | These facilities are attached to ComEd power poles. These poles are relocated. The poles are in the proposed pavement and ditches and need to be relocated to allow for the construction of the road. | AT&T | Relocation to be completed by AT&T 15 day duration. See Tree Removal Note. |

| SE Frontage Road Sta. 523+70, LT to Sta. 525+40, RT | Underground fiber optics cable. | This cable is underground and is located in an AT&T easement. The cable will be lowered to provide additional cover under the embankment and ditches within the Prop, ROW. The cable will also be placed in a 4" steel split casing pipe. | AT&T Long Distance | Relocation to be completed by AT&T 15 day duration. See Tree Removal Note. |
|---|--|--|--------------------|---|
| NE Frontage Road Sta. 348+00, LT. to Sta. 352+00, RT | Underground conduit and Fiber Optic Cable. Pedestals and risers | These underground facilities are under the proposed roadway, ditches and embankment. The Telephone conduit will be rerouted along the NE Frontage Road Connector and the NE Frontage Road | AT&T | This work will need to be coordinated with the contractor during Stage 1. Relocation to be completed by AT&T 40 day duration. See Tree Removal Note. |
| NE Frontage Road Sta. 348+00 to Sta. 354+00, RT & NE Frontage Road Connector Pave. Sta. 602+00 to 602+75 | Fiber optic Underground Cable | The fiber optic cables will be lowered and placed inside of a split steel casing pipe and two new handholes will be Installed to the ROW. | AT&T Long Distance | Installation to be completed by AT&T LD 20 day duration |
| SE Frontage Road Sta. 515+50 to Sta. 521+00, RT & LT | Aerial cables attached to Com Ed Poles | These facilities are attached to ComEd power poles. These poles will be relocated. The poles are in the proposed pavement and ditches and need to be relocated to allow for the construction of the road. | Comcast | Relocation to be completed by Comcast 15 day duration after the ComEd Poles are relocated. See Tree Removal Note. |

| SE Frontage Road Sta. 504+53 to Sta. 516+00 | Underground Fiber optic cable | This facility will need to be relocated prior to the start of earthwork and box culvert installation. This area of the SE Frontage Road will be closed for 30 days to allow for reconstruction and realignment of the Frontage Road. Level 3 will need to coordinate with the contractor to relocate/install fiber optic cable. | Level 3 | Relocation to be completed by Level 3 35 days duration. See Tree Removal Note. |
|---|--------------------------------------|--|---------|---|
| NE Frontage Road Sta. 350+00 to 353+00, LT | Underground Fiber Optic cable. | This facility crosses a proposed 30" storm sewer installation and will need to be either lowered or relocated. | Level 3 | Relocation or lowering to be completed by Level 3 10 days duration. |

Stage 2

| STAGE / LOCATION | TYPE | DESCRIPTION | RESPONSIBLE AGENCY | ACTION |
|---|-------------------------|---|-----------------------|--|
| US 6 Sta. 220+00, RT to Sta. 238+00, RT various locations. | Power Poles relocation. | Power poles are in conflict with storm sewer, embankment and ditches that will be constructed in Stage 2. | COMED | Relocation to be completed by ComEd 10 day duration. |
| | | These will need to be relocated prior to the start of earthwork. | | See Tree Removal Note. |
| US 6 Sta. 223+15 to 238+00, RT | 6" gas main | The gas main is in conflict with the pavement, embankment and ditches in Stage 2NICC6" gas mainThis gas main will need | | Installation to be completed by NICOR 20 day duration. |
| | | to be relocated prior to the start of earthwork. | | See Tree Removal Note. |
| US 6 Sta. 240+50 to Sta. 241+25, RT | Underground cables. | These cables need to be lowered. This needs to be done before storm sewer or earthwork begins in this area. | AT&T | Relocation to be completed by AT&T estimated 10 day duration. |

Tree Removal Note: At the locations noted above, items of work may be impacted by tree removal: see the Special Provision for TREE REMOVAL AND SELECTIVE CLEARING – TREE REMOVAL RESTRICTION.

No conflicts to be resolved (or if there are conflicts they are to be listed as noted above)

Total Underground relocation <u>190</u> days Total Aerial relocation <u>85</u> days

Pre-Stage: <u>30</u> Days Total Installation Stage 1: <u>190</u> Days Total Installation Stage 2: <u>15</u> Days Total Installation

The following contact information is what was used during the preparation of the plans as provided by the Agency/Company responsible for resolution of the conflict.

| Agency/Company Responsible to Resolve Conflict | Name of contact | Address | Phone | e-mail address |
|--|-----------------|---|--------------|--------------------------------|
| ComEd | Lap Dao | ComEd One Lincoln Center, Suite 600 Oak Brook, IL 60181 | 630-437-2445 | Lap.Dao@comed.com |
| AT&T | Steven Pesola | AT&T Illinois 1000 Commerce Dr. Oak Brook, IL 60523 | 630-573-5703 | sp9653@att.com |
| Comcast | Tony Delvaux | Comcast Cable 688 Industrial Dr. Elmhurst, IL 60126 | 847-789-0792 | Tony_Delvaux@cable.comcast.com |
| NICOR | Bruce Koppang | Nicor Gas Engineering- Design 1844 Ferry Road Naperville, II 60563 | 630-388-3046 | bkoppang@aplresources.org |
| Channahon | Ed Dolezal | Village of Channahon 24555 S. Navajo Dr. Channahon, IL 60410 | 815-467-6644 | edolezal@channahon.org |

| Level 3 | Jim Martin | Level 3 Communication, L.L.C 1305 E. Algonquin Road Arlington Heights, IL 60005 | 708-417-2919 | Jim.Martin@Level3.com |
|--------------------|--------------|---|--------------|-----------------------|
| AT&T Long Distance | Carl Donahue | AT&T Long Distance Inc. 866 Rock Creek Rd Plano, IL 60545 | 847-420-9115 | cd87289@att.com |

UTILITIES TO BE WATCHED AND PROTECTED

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owners part can be secured.

Pre-Stage

| STAGE / LOCATION | TYPE | DESCRIPTION | OWNER | ACTION |
|---------------------|------|-------------|-------|--------|
| NONE | | | | |

Stage 1

| STAGE / LOCATION | TYPE | DESCRIPTION | OWNER | ACTION |
|--|-------------------------|--|----------------------|---|
| US 6 Sta. 220+35, LT | Cabinet and Controller. | This controller and cabinet are outside the construction limits and will not be affected by construction. | AT&T | Watch and protect during construction. |
| US 6 Sta. 216+00 to Sta. 243+00, LT | 21" PVC San Sewer | This sewer will not be affect by construction. During Stage 1, the contractor will adjust or reconstruction 8 manholes. | Village of Channahon | Watch and protect sewer during construction. Manhole adjustment/recon during construction by contractor. |
| | | | | |

Stage 2

| STAGE / LOCATION | TYPE | DESCRIPTION | OWNER | ACTION |
|---------------------|------|-------------|-------|--------|
| NONE | | | | |

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

| Agency/Company | Name of contact | Address | Phone | e-mail address |
|--|-----------------|---------|-------|----------------|
| Responsible to | | | | |
| Resolve Conflict | | | | |
| Same as listed above for Utilities to be Adjusted. | | | | |

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be taken into account in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided in the action column for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation dates must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor and the utility companies. The Department's contractor is responsible for contacting J.U.L.I.E. prior to any and all excavation work.

COMPLETION DATE PLUS WORKING DAYS

Effective: September 30, 1985

Revised: January 1, 2007

Revise Article 108.05 (b) of the Standard Specifications as follows:

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, <u>June 30, 2018</u> except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within <u>5</u> working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the 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 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.

TREE REMOVAL AND SELECTIVE CLEARING – TREE REMOVAL RESTRICTIONS

Trees three (3) inches or greater in diameter at breast height shall not be cleared between April 1 through September 30 due to adverse impacts to the Indiana Bat and the Long-Eared Bat.

Tree Removal and Selective Clearing is vital to utility relocation work on this contract and is considered included in the critical path. The clearing of trees within the right-of-way will allow utility companies access to the available right-of way for the purpose of utility relocations. The contractor shall begin tree removal no later than 10 days after September 30. All tree removal shall be completed no later than 30 days after September 30. The contractor will coordinate with the Engineer to determine the priority of tree removals to best facilitate utility relocations

COORDINATION WITH ADJACENT AND/OR OVERLAPPING CONTRACTS

This contract abuts and/or overlaps with the concurrent contracts listed below. Each contract includes work items requiring close coordination between the various Contractors regarding the sequence and timing for execution of work items. The project that may be under contract concurrent with this project is as follows:

Contract No. 60X84 — US 6 over I-55 Bridge widening and rehabilitation along with I-55 Ramps A, B and D widening and reconstruction.

Contract No. 62A00 — Ramp C reconstruction and US 6 roadway widening west of the interchange.

The Contractor shall schedule their work in order to minimize any conflicts that may arise between contracts as specified in Article 105.08 of the Standard Specifications. No additional compensation will be allowed for delays or inconveniences resulting from activities of other contractors.

RECLAIMED ASPHALT PAVEMENT FOR NON-POROUS EMBANKMENT AND BACKFILL

Revised: January 1, 2007

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

Effective: April 1, 2001

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

Add the following sentence to Article 1004.05 (c)(2) of the Standard Specifications:

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

AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS

Effective: April 1, 2001

Revised: January 2, 2007

Revise Article 402.10 of the Standard Specifications to read:

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

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

- (a) Private Entrance. The minimum width shall be 12 ft (3.6 m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.
- (b) Commercial Entrance. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The maximum grade shall be six percent, except as required to match the existing grade.
- (c) Road. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

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

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

Add the following to Article 402.12 of the Standard Specifications:

"Aggregate surface course for temporary access will be measured for payment as each for every private entrance, commercial entrance or road constructed for the purpose of temporary access. If a residential drive, commercial entrance, or road is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified." Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

"Aggregate surface course for temporary access will be paid for at the contract unit price per each for TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE) or TEMPORARY ACCESS (ROAD).

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

- (a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.
- (b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access."

STABILIZED CONSTRUCTION ENTRANCE

<u>Description</u>. This work shall consist of furnishing, installation, maintenance and removal of stabilized pad of aggregate underlain with filter fabric as shown on the plans or directed by the Engineer.

Materials. Materials shall conform to the following:

Aggregate size. IDOT Coarse Aggregate Graduation: CA-1 CA-2 CA-3, or CA-4.

Filter Fabric shall consist of synthetic polymers composed of at least 85 percent by weight polypropylene, polyesters, polyamides, polyethylene, polyolefins, or polyvinylidenechlorides. The geotextile shall be free of any chemical treatment or coating that significantly reduces its porosity. Fibers shall contain stabilizers and/or inhibitors to enhance resistance to ultraviolet lights.

<u>Construction Requirements.</u> The course aggregate shall be a thickness of 6 inches or more. The stone entrance should not be filled until the area has been inspected and approved by the Engineer.

The rock shall be dumped and spread into place in approximately horizontal layers not more than 3 feet in thickness. It shall be placed in a manner to produce a reasonable homogeneous stable fill that contains no segregated pockets or larger or small fragments or large unfilled space caused by bridging of larger fragments. No compaction will be required beyond that resulting from the placing and spreading operations.

The minimum width and length shall be 14 and 40 feet, respectively.

All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this will be considered incidental to the STABILIZED CONSTRUCTION ENTRANCE. The stabilized construction entrance will have positive drainage away from the roadway.

The entrance shall remain in place and be maintained until the disturbed area is stabilized. Any sediment spilled onto public right-of-ways must be removed immediately.

<u>Method of Measurement and Basis of Payment.</u> The work shall be measured and paid for at the contract unit price per square yard for STABILIZED CONSTRUCTION ENTRANCE, which price shall be payment in full for all material, labor and any other items required to complete the work.

DRY WELL

<u>Description</u>. This work shall consist of the furnishing and installation of a dry well in accordance with this special provision and the details shown in the plans.

Materials. Materials shall conform to the following:

Catchbasin and grate - Section 602

Filter Fabric – Section 282

CA-7 _ - IDOT Coarse Aggregate Graduation:

<u>Construction Requirements.</u> The dry well shall be excavated to the dimensions shown on the plans.

The excavation shall be lined with filter fabric. The filter fabric shall have a minimum one foot over lap at all seams.

The catchbasin will be installed on the filter fabric and the outlets on the catchbasin basins shall be covered with filter fabric. The excavation will then be filled with CA-7 and the CA-7 covered with filter fabric.

The remainder of the excavation shall be backfilled with excavated material.

Method of Measurement: The work will be measured for payment in place in units of each.

<u>Basis of Payment:</u> The work of furnishing and installing dry wells will be paid for at the contract unit price per each for DRY WELL. The work will include the excavation and disposal of all excavated material. The furnishing and installation of the catch basin with grate; filter fabric and course aggregate fill will be included in the contract unit price.

CLEANING EXISTING DRAINAGE STRUCTURES

Effective: September 30, 1985

Revised: December 1, 2011

All existing storm sewers, pipe culverts, manholes, catch basins and inlets shall be considered as drainage structures insofar as the interpretation of this Special Provision is concerned. When specified for payment, the location of drainage structures to be cleaned will be shown on the plans.

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

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

<u>Basis of Payment.</u> This work will be paid for at the contract unit price each for DRAINAGE STRUCTURES TO BE CLEANED, and at the contract unit price per foot (meter) for STORM SEWERS TO BE CLEANED, of the diameter specified.

CLEANING EXISTING BOX CULVERT

All existing box culverts shall be considered as drainage structures insofar as the interpretation of this Special Provision is concerned. When specified for payment, the location of drainage structures to be cleaned will be shown on the plans.

All box culverts which are specified to be cleaned on the plans will be cleaned according to Article 602.15 of the Standard Specifications.

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per foot (meter) for BOX CULVERTS TO BE CLEANED.

KEEPING THE EXPRESSWAY OPEN TO TRAFFIC

Effective: March 22, 1996

Revised: January 21, 2015

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

The Contractor shall request and gain approval from the Illinois Department of Transportation's Expressway Traffic Operations Engineer at www.idotlcs.com twenty-four (24) hours in advance of all daily lane, ramp and shoulder closures and 7 days in advance of all permanent and weekend closures on all Freeways and/or Expressways in District One. This advance notification is calculated based on workweek of Monday through Friday and shall not include weekends or Holidays.

| WEEKNIGHT | TYPE OF ALLOWABLE LANE CLOSURE HOURS | | | | |
|-------------------|--------------------------------------|---------------|----|----------------|--|
| | CLOSURE | | | | |
| Sunday - Thursday | 1-Lane/Ramp | 9:00 PM | to | 5:00 AM | |
| Friday | 1-Lane/Ramp | 9:00 PM (Fri) | to | 9:00 AM (Sat) | |
| Saturday | 1-Lane/Ramp | 9:00 PM (Sat) | to | 11:00 AM (Sun) | |

LOCATION: I-55: @ US-6

In addition to the hours noted above, temporary shoulder and non-system interchange partial ramp closures are allowed weekdays between 9:00 A.M. and 3:00 P.M. and between 7:00 P.M. and 5:00 A.M.

Narrow Lanes and permanent shoulder closures will not be allowed between Dec. 1st and April 1st.

All daily lane closures shall be removed during adverse weather conditions such as rain, snow, and/or fog and as determined by the Engineer. Also, the contractor shall promptly remove their lane closures when Maintenance forces are out for snow and ice removal.

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

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

The Contractor will be required to cooperate with all other contractors when erecting lane closures on the expressway. All lane closures (includes the taper lengths) without a three (3) mile gap between each other, in one direction of the expressway, shall be on the same side of the pavement. Lane closures on the same side of the pavement with a one (1) mile or less gap between the end of one work zone and the start of taper of next work zone should be connected. The maximum length of any lane closure on the project and combined with any adjacent projects shall be three (3) miles. Gaps between successive permanent lane closures shall be no less than two (2) miles in length.

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

Check barricades shall be placed every 1000' within a lane closure to prevent vehicles from driving through closed lanes.

Temporary ramp closures for service interchanges will only be permitted at night during the restricted hours listed for temporary one-lane closures within the project limits. However, no two (2) adjacent entrance and exit ramps in one direction of the expressway shall be closed at the same time.

Should the Contractor fail to completely open, and keep open, the ramps to traffic in accordance with the above limitations, the Contractor shall be liable to the Department for liquidated damages as noted under the Special Provision, "Failure to Open Traffic Lanes to Traffic".

FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC

Effective: March 22, 1996

Revised: February 9, 2005

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

One lane or ramp blocked = \$2,000

Two lanes blocked = Not applicable

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

TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)

Effective: March 8, 1996

Revised: January 21, 2015

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

<u>General</u>. 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 on the expressway through the construction zone. The Contractor shall arrange his operations to keep the closing of lanes and/or ramps to a minimum.

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

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

Additional requirements for traffic control devices shall be as follows.

- (a) Traffic Control Setup and Removal. The setting and removal of barricades for the taper portion of a lane closure shall be done under the protection of a vehicle with a truck/trailer mounted attenuator and arrow board per State Standard 701428 and the Traffic Control Setup and Removal Freeway/Expressway BDE Special Provision. Failure to meet this requirement will be subject to a Traffic Control Deficiency. The deficiency will be calculated as outlined in Article 105.03 of the Standard Specifications. Truck/trailer mounted attenuators shall comply with Article 1106.02(g) or shall meet the requirements of NCHRP 350 Test Level 3 with vehicles used in accordance with manufacturer's recommendations and requirements.
- (b) Sign Requirements
 - (1) Sign Maintenance. Prior to the beginning of construction operations, the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. Throughout the duration of this project, all existing traffic signs shall be maintained by the Contractor. All provisions of Article 107.25 of the Standard Specifications shall apply except the third paragraph shall be revised to read: "The Contractor shall maintain, furnish, and replace at his own expense, any traffic sign or post which has been damaged or lost by the Contractor or a third party.
 - (2) Work Zone Speed Limit Signs. Work zone speed limit signs shall be installed as required in Article 701.14(b) and as shown in the plans and Highway Standards. Based upon the exiting posted speed limit, work zone speed limits shall be established and signed as follows.
 - a. Existing Speed Limit of 55mph or higher. The initial work zone speed limit assembly, located approximately 4200' before the closure, and shall be 55mph as shown in 701400. Additional work zone 45mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 PHOTO ENFORCED assemblies may be omitted when this assembly would normally be placed within 1500 feet of the END WORK ZONE SPEED LIMIT sign. If existing speed limit is over 65mph then additional signage should be installed per 701400.

- b. Existing Speed Limit of 45mph. The advance 55mph work zone speed limit assembly shown in 701400 shall be replaced with a 45mph assembly. Additional work zone 45mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 PHOTO ENFORCED assemblies shall be eliminated in all cases. END WORK ZONE SPEED LIMIT signs are required.
- (3) Exit Signs. The exit gore signs as shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 12 inch capital letters and a 20 inch arrow. EXIT OPEN AHEAD signs shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 8 inch capital letters.
- (4) Uneven Lanes Signs. The Contractor shall furnish and erect "UNEVEN LANES" signs (W8-11) on both sides of the expressway, at any time when the elevation difference between adjacent lanes open to traffic equals or exceeds one inch. Signs shall be placed 500' in advance of the drop-off, within 500' of every entrance, and a minimum of every mile.
- (c) Drums/Barricades. Check barricades shall be placed in work areas perpendicular to traffic every 1000', one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Check barricades shall also be placed in advance of each open patch, or excavation, or any other hazard in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades, either Type I or II, or drums shall be equipped with a flashing light.

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

- (d) Vertical Barricades. Vertical barricades shall not be used in lane closure tapers, lane shifts, exit ramp gores, or staged construction projects lasting more than 12 hours. Also, vertical barricades shall not be used as patch barricades or check barricades. Special attention shall be given, and ballast provided per manufacture's specification, to maintain the vertical barricades in an upright position and in proper alignment.
- (e) Temporary Concrete Barrier Wall. Prismatic barrier wall reflectors shall be installed on both the face of the wall next to traffic, and the top of sections of the temporary concrete barrier wall as shown in Standard 704001. The color of these reflectors shall match the color of the edgelines (yellow on the left and crystal or white on the right). If the base of the temporary concrete barrier wall is 12 inches or less from the travel lane, then the lower slope of the wall shall also have a 6 inch wide temporary pavement marking edgeline (yellow on the left and white on the right).

(f) Full Expressway Closures. Full Expressway Closures will only be permitted for a maximum of 15 minutes during the allowable hours listed in the Keeping the Expressway Open to Traffic Special Provision. During Full Expressway Closures, the Contractor will be required to close off all lanes except one, using Freeway Standard Closures. The Contractor will be required to provide one changeable message sign to be placed at the direction of the Engineer. The sign shall display a message as directed by the Engineer. A Maintenance of Traffic Plan shall be submitted to the District One Expressway Traffic Control Supervisor 14 days in advance of the planned work; including all stage changes. The Maintenance of Traffic Plan shall include, but not be limited to: lane and ramp closures, existing geometrics, and equipment and material location. The District One Expressway Traffic Control Supervisor (847-705-4151) shall be contacted at least 3 working days in advance of the proposed road closure and will coordinate the closure operation with police forces.

<u>Method of Measurement</u>. This item of work will be measured on a lump sum basis for furnishing, installing, maintaining, replacing, relocating, and removing traffic control devices required in the plans and these Special Provisions. Traffic control and protection required under Standards 701101, 701400, 701401, 701402, 701406, 701411, 701416, 701426, 701428, 701446, 701901 and District details TC-8, TC-9, TC-17, TC-18 and TC-25 will be included with this item.

Basis of Payment.

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

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

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

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

| | Difference between original and final sum total value of all work items for which traffic control and protection is required |
|--------------|--|
| Where: "X" = | Original sum total value of all work items for which traffic control and protection is required. |

The value of the work items used in calculating the increase and decrease will include only items that have been added to or deducted from the contract under Article 104.02 of the Standard Specifications and only items which require use of Traffic Control and Protection.

- (b) The Engineer may require additional traffic control be installed in accordance with standards and/or designs other than those included in the plans. In such cases, the standards and/or designs will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required will be in accordance with Article 109.04 of the Standard Specifications.
- (c) Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Revisions or modifications to the traffic control shown in the contract shall be submitted by the Contractor for approval by No additional payment will be made for a Contractor requested the Engineer. modification.
- (d) Temporary concrete barrier wall will be measured and paid for according to Section 704.
- (e) Impact attenuators, temporary bridge rail, and temporary rumble strips will be paid for separately.
- (f) Temporary pavement markings shown on the Standard will be measured and paid for according to Section 703 and Section 780.
- (g) All pavement marking removal will be measured and paid for according to Section 703 or Section 783.
- (h) Temporary pavement marking on the lower slope of the temporary concrete barrier wall will be measured and paid for as TEMPORARY PAVEMENT MARKING, 6".
- (i) All prismatic barrier wall reflectors will be measured and paid for according to the Recurring Special Provision Guardrail and Barrier Wall Delineation.
- (i) The Changeable Message Sign required for Full Expressway Closures shall not be paid for separately.

KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (WITH 15 MIN FULL STOPS) Effective: January 22, 2003

Revised: February 20, 2015

The Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, the State Standards, and the District Details.

Arterial lane closures shall be in accordance with the Standard Specifications, Highway Standards, District Details, and the direction of the Engineer. The Contractor shall request and gain approval from the Illinois Department of Transportation's Arterial Traffic Control Supervisor at 847-705-4470 seventy-two (72) hours in advance of all long-term (24 hrs. or longer) lane closures. This advance notification is calculated based on a Monday through Friday workweek and shall not include weekends or state holidays.

Arterial lane closures not shown in the staging plans will not be permitted during **peak traffic volume hours**.

Peak traffic volume hours are defined as weekdays (Monday through Friday) from 6 Am To 6 PM.

Full closure of all arterial lanes in one or both directions will only be permitted for a maximum of 15 minutes at a time. During full roadway closures, the Contractor will be required to reduce the roadway to only one open traffic lane in the affected direction(s) of travel using the appropriate State Standard(s) and District Detail(s). Police forces shall be notified and requested to close the remaining lane to facilitate the necessary work activities, except that a flagger may be substituted for daytime closures with the approval of the Engineer. The Contractor shall notify the District One Arterial Traffic Control Supervisor at 847-705-4470 at least three (3) working days (weekends and holidays DO NOT count into this notification time) in advance of the proposed road closure.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at locations approved by the Engineer in accordance with Articles 701.08 and 701.11 of the Standard Specifications.

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified above, the Contractor shall be liable to the Department for the amount of:

One lane or ramp blocked = \$ 1,000

Two lanes blocked = \$ 2,500

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

TRAFFIC CONTROL AND PROTECTION (ARTERIALS)

Effective: February 1, 1996

Revised: March 1, 2011

Specific traffic control plan details and Special Provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

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 according to the details shown in the plans. <u>Method of Measurement</u>: All traffic control (except Traffic Control and Protection (Expressways)) and temporary pavement markings) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

Basis of Payment: All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

Temporary pavement markings will be paid for separately unless shown on a Standard.

TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: January 1, 2007

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

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

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

STANDARDS:

| 635011 | REFLECTOR MARKER AND MOUNTING DETAILS |
|--------|--|
| 701101 | OFF-RD OPERATIONS, MULTILANE, 15' (4.5 M) TO 24" (600 MM) FROM |
| | PAVEMENT EDGE |
| 701201 | LANE CLOSURE, 2L, 2W, DAY ONLY, FOR SPEEDS > 45 MPH |
| 701301 | LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS |
| 701311 | LANE CLOSURE, 2L, 2W. ,PVOMG P[ERATOPMS – DAY ONLY |
| 701326 | LANE CLOSURE, 2L, 2W, PAVEMENT WIDENING, FOR SPEEDS > 45 MPH |
| 701426 | LANE CLOSURE, MULTILANE, INTERMITTENT OR MOVING OPERATION |
| FOR | SPEEDS ≥ 45 MPH |
| 701427 | LANE CLOSURE, MULTILANE, INTERMITTENT OR MOVING OPERATION |
| FOR | SPEEDS ≤ 40 MPH |
| 701501 | URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED |
| 701601 | URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH |
| NON | TRAVERSABLE MEDIAN |
| 701606 | URBAN LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN |
| 701701 | URBAN LANE CLOSURE, MULTILANE INTERSECTION |
| 701901 | TRAFFIC CONTROL DEVICES |

DETAILS:

- TRAFFIC CONTROL PLANS SHEET NO. MOT-1 to MOT-14
- ENTRANCE AND EXIT RAMP CLOSURE DETAILS (TC-08)
- TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS AND DRIVEWAYS (TC-10)
- TYPICAL APPLICATIONS RAISED REFLECTIVE PAVEMENT MARKERS (SNOW PLOW RESISTANT) (TC-11)
- DISTRICT ONE TYPICAL PAVEMENT MARKINGS (TC-13)
- TRAFFIC CONTROL AND PROTECTION AT TURN BAYS (TO REMAIN OPEN TO TRAFFIC) (TC-14)
- PAVEMENT MARKING LETTERS AND SYMBOLS FOR TRAFFIC STAGING (TC-16)
- TRAFFIC CONTROL DETAILS FOR FREEWAY SHOULDER CLOSURES AND PARTIAL
- RAMP CLOSURES (TC-17)
- DETOUR SIGNING FOR CLOSING STATE HIGHWAYS (TC-21)
- ARTERIAL ROAD INFORMATION SIGN (TC-22)
- DRIVEWAY ENTRANCE SIGNING (TC-26)

SPECIAL PROVISIONS:

MAINTENANCE OF ROADWAYS KEEPING THE EXPRESSWAY OPEN TO TRAFFIC FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS) KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (WITH 15 MIN FULL

STOPS)

TRAFFIC CONTROL AND PROTECTION (ARTERIALS) TEMPORARY INFORMATION SIGNING PUBLIC CONVENIENCE AND SAFETY (DIST. 1) PAVEMENT MARKING REMOVAL RETROREFLECTIVE SHEETING FOR HIGHWAY SIGNS (BDE)

ENGINEER'S FIELD OFFICE, TYPE A (SPECIAL)

670.02 Engineer's Field Office Type A. Revise the first paragraph of this Article to read:

Engineer's Field Office Type A (Special). Type A (Special) field offices shall have a ceiling height of not less than 7 feet and a floor space of not less than 3000 square feet with a minimum of two separate offices. The office shall also have a separate storage room capable of being locked for the storage of the nuclear measuring devices. The office shall be provided with sufficient heat, natural and artificial light, and air conditioning. Doors and windows shall be equipped with locks approved by the Engineer.

Revise the second sentence of the fourth paragraph of this Article to read:

Solid waste disposal consisting of seven waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service.

Add the following to the fourth paragraph of this Article:

A weekly cleaning service for the office shall be provided. Separate sanitary facilities will be provided for men and women.

Revise the fifth paragraph of this Article to read:

An electronic security system that will respond to any breach of exterior doors and windows with an on-site alarm shall be provided.

Add the following to a separate paragraph following the fifth paragraph to read:

Parking will be provided for twelve vehicles.

Revise subparagraph (a) of this Article to read:

a) Fifteen desks with minimum working surface 42 inch x 30 inch each and fifteen non-folding chairs with upholstered seats and backs.

Revise the first sentence of subparagraph (c) of this Article to read:

c) Two four-post drafting tables with minimum top size 37-1/2 inch x 48 inch.

Revise subparagraph (d) of this Article to read:

d) Eight free standing four-drawer legal size file cabinets with lock and an underwriter's laboratories insulated file device 350 degrees one hour rating.

Revise subparagraph (e) of this Article to read:

e) Twenty folding chairs and three conference tables with minimum top size of 44 inch x 96 inch.

Revise subparagraph (g) of this Article to read:

g) Two office style refrigerators with a minimum size 8 cubic feet with a freezer unit.

Revise subparagraph (h) of this Article to read:

h) Three electric desk type tape printing calculator and two pocket scientific notation calculators with a 1000 hour battery life or with a portable recharger.

Revise subparagraph (i) of this Article to read:

i) Six telephones, with touch tone, where available, two telephone answering machines, and nine telephone lines including one line for the fax machine, and two lines for the exclusive use of the Engineer. All telephone lines shall include long distance service and all labor and materials necessary to install the phone lines at the locations directed by the Engineer. Two of the phone lines must provide DSL service or High Speed Internet equivalent.

Revise subparagraph (j) of this Article to read:

j) Two dry process copy machines capable of reproducing prints up to 11 inch x 17 inch from nontransparent master sheets, as black or blue lines on white paper, with sorting and reduction/enlargement capabilities including maintenance, reproduction paper, activating agent and power source.

Revise subparagraph (k) of this Article to read:

k) Two plain paper fax machines including maintenance and supplies.

Revise subparagraph (I) of this Article to read:

I) One electric water cooler dispenser including water service.

Add the following subparagraphs to this Article:

n) Two 4 foot x 6 foot chalkboards or dry erase boards.

Add the following subparagraphs to this Article:

o) Five folding tables, minimum 30" x 72".

670.07 Basis of Payment.

Revise the fourth sentence of the first paragraph of this Article to read:

The building or buildings, fully equipped, will be paid for at the contract unit price per calendar month or fraction thereof for ENGINEER'S FIELD OFFICE, TYPE A (SPECIAL).

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996

Revised: January 2, 2007

<u>Description</u>. This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

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

| | ltem | Article/Section |
|-----|-------------------------|-----------------|
| a.) | Sign Base (Notes 1 & 2) | 1090 |
| b.) | Sign Face (Note 3) | 1091 |
| c.) | Sign Legends | 1092 |
| d.) | Sign Supports | 1093 |
| e.) | Overlay Panels (Note 4) | 1090.02 |

- Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.
- Note 2. Type A sheeting can be used on the plywood base.
- Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.
- Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIREMENTS

<u>Installation</u>. The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

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

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

<u>Method Of Measurement</u>. This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

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

<u>Basis Of Payment</u>. This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

TYPE III TEMPORARY TAPE FOR WET CONDITIONS

Effective: February 1, 2007

Revised: February 1, 2011

<u>Description</u>. This work shall consist of furnishing, installing, and maintaining Type III Temporary Pavement Marking Tape for Wet Conditions.

Materials. Materials shall be according to the following.

 Item
 Article/Section

 (a) Pavement Marking Tape
 1095.06

Initial minimum reflectance values under dry and wet conditions shall be as specified in Article 1095.06. The marking tape shall maintain its reflective properties when submerged in water. The wet reflective properties will be verified by a visual inspection method performed by the Department. The surface of the material shall provide an average skid resistance of 45 BPN when tested according to ASTM E 303.

CONSTRUCTION REQUIREMENTS

Type III Temporary Tape for Wet Conditions shall meet the requirements of Article 703.03 and 703.05. Application shall follow manufacturer's recommendations.

Method of Measurement. This work will be measured for payment in place, in feet (meters).

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per foot (meter) for WET REFLECTIVE TEMPORARY TAPE TYPE III of the line width specified, and at the contract unit price per square foot (square meter) for WET REFLECTIVE TEMPORARY TAPE TYPE III, LETTERS AND SYMBOLS.

PUBLIC CONVENIENCE AND SAFETY (D-1)

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

"If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply."

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

"The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After"

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

"On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical."

TEMPORARY PAVEMENT

Effective: March 1, 2003

Revised: April 10, 2008

<u>Description</u>. This work shall consist of constructing a temporary pavement at the locations shown on the plans or as directed by the engineer.

The contractor shall use either Portland cement concrete according to Sections 353 and 354 of the Standard Specifications or HMA according to Sections 355, 356, 406 of the Standard Specifications, and other applicable HMA special provisions as contained herein. The HMA mixtures to be used shall be specified in the plans. The thickness of the Temporary Pavement shall be as described in the plans. The contractor shall have the option of constructing either material type if both Portland cement concrete and HMA are shown in the plans.

Articles 355.08 and 406.11 of the Standard Specifications shall not apply.

The removal of the Temporary Pavement, if required, shall conform to Section 440 of the Standard Specification.

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

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

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

SIGN SHOP DRAWING SUBMITTAL

Effective: January 22, 2013 720.02TS Revised: July 1, 2015

Add the following paragraph to Article 720.03 of the Standard Specifications:

Shop drawings will be required, according to Article 105.04, for all Arterials/Expressways signs except standard highway signs covered in the MUTCD. Shop drawings shall be submitted to the Engineer for review and approval prior to fabrication. The shop drawings shall include dimensions, letter sizing, font type, colors and materials.

AGGREGATE SUBGRADE IMPROVEMENT (D-1)

Effective: February 22, 2012

Revised: April 1, 2016

Add the following Section to the Standard Specifications:

"SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

303.01 Description. This work shall consist of constructing an aggregate subgrade improvement.

303.02 Materials. Materials shall be according to the following.

| Item | Article/Section |
|---|-----------------|
| (a) Coarse Aggregate | |
| (b) Reclaimed Asphalt Pavement (RAP) (Notes 1, 2 and 3) | |

Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradation CS 01 but shall not exceed 40 percent by weight of the total product. The top size of the Coarse RAP shall be less than 4 in. (100 mm) and well graded.

Note 2. RAP having 100 percent passing the 1 1/2 in (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradation CS 01 is used in lower lifts. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders. The final product shall not contain more than 40 percent by weight of RAP.

Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".

303.03 Equipment. The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer. The calibration for the mechanical feeders shall have an accuracy of \pm 2.0 percent of the actual quantity of material delivered.

303.04 Soil Preparation. The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.

303.05 Placing Aggregate. The maximum nominal lift thickness of aggregate gradation CS 01 shall be 24 in. (600 mm).

303.06 Capping Aggregate. The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When Reclaimed Asphalt Pavement (RAP) is used, it shall be crushed and screened where 100 percent is passing the 1 1/2 in. (37.5 mm) sieve and being well graded. RAP that has been fractionated to size will not be permitted for use in capping. Capping aggregate will not be required when the aggregate subgrade improvement is used as a cubic yard pay item for undercut applications. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.

303.07 Compaction. All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

303.08 Finishing and Maintenance of Aggregate Subgrade Improvement. The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

303.09 Method of Measurement. This work will be measured for payment according to Article 311.08.

303.10 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified.

Add the following to Section 1004 of the Standard Specifications:

"**1004.07 Coarse Aggregate for Aggregate Subgrade Improvement.** The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. The top 12 inches of the aggregate subgrade improvement shall be 3 inches of capping material and 9 inches of crushed gravel, crushed stone or crushed concrete. In applications where greater than 36 inches of subgrade material is required, rounded gravel, meeting the CS01 gradation, may be used beginning at a depth of 12 inches below the bottom of pavement.
- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials. Non-mechanically blended RAP may be allowed up to a maximum of 5.0 percent.

- (c) Gradation.
 - (1) The coarse aggregate gradation for total subgrade thicknesses of 12 in. (300 mm) or greater shall be CS 01.

| | COARSE AGGREGATE SUBGRADE GRADATIONS | | | | |
|---|--------------------------------------|--------|---------|---------|---------|
| Grad No. Sieve Size and Percent Passing | | | | | |
| Glau No. | 8" | 6" | 4" | 2" | #4 |
| CS 01 | 100 | 97 ± 3 | 90 ± 10 | 45 ± 25 | 20 ± 20 |

| | COARSE AGGREGATE SUBGRADE GRADATIONS (Metric) | | | | |
|----------|---|--------|---------|---------|---------|
| Grad No. | Sieve Size and Percent Passing | | | | |
| Giau No. | 200 mm | 150 mm | 100 mm | 50 mm | 4.75 mm |
| CS 01 | 100 | 97 ± 3 | 90 ± 10 | 45 ± 25 | 20 ± 20 |

(2) The 3 in. (75 mm) capping aggregate shall be gradation CA 6 or CA 10.

COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL AND BEDDING (D-1)

Effective: November 1, 2011

Revised: November 1, 2013

This work shall be according to Section 1004.05 of the Standard Specifications except for the following:

Reclaimed Asphalt Pavement (RAP) maybe blended with gravel, crushed gravel, crushed stone crushed concrete, crushed slag, chats, crushed sand stone or wet bottom boiler slag. The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". The RAP shall be uniformly graded and shall pass the 1.0 in. (25 mm) screen. When RAP is blended with any of the coarse aggregate listed above, the blending shall be done mechanically with calibrated feeders. The feeders shall have an accuracy of \pm 2.0 percent of the actual quantity of material delivered. The final blended product shall not contain more than 40 percent by weight RAP.

The coarse aggregate listed above shall meet CA 6 and CA 10 gradations prior to being blended with the processed and uniformly graded RAP. Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

ADJUSTMENTS AND RECONSTRUCTIONS

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

"602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-1 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020."

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

"Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.05 to read:

"603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.06 to read:

"603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-1 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface."

Revise the first sentence of Article 603.07 to read:

"603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b."

FRICTION AGGREGATE (D-1)

Effective: January 1, 2011

Revised: July 24, 2015

Revise Article 1004.01(a)(4) of the Standard Specifications to read:

- "(4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.
 - a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
 - b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase."

Revise Article 1004.03(a) of the Standard Specifications to read:

"1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

| Use | Mixture | Aggregates Allowed |
|-----------------|------------------------------------|---|
| Class A | Seal or Cover | Allowed Alone or in Combination ^{5/} : |
| | | Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete |
| HMA Low ESAL | Stabilized Subbase or Shoulders | Allowed Alone or in Combination ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete |

(a) Description. The coarse aggregate for HMA shall be according to the following table.

| Use | Mixture | Aggregates Allowed | | |
|-----------------------|---|--|---|--|
| НМА | Binder | Allowed Alone or in Combination ^{5/} : | | |
| High ESAL Low ESAL | IL-19.0 or IL-19.0L SMA Binder | Crushed Gravel Carbonate Crushed Ston Crystalline Crushed Ston Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/} | e ^{2/} e | |
| HMA | C Surface and | Allowed Alone or in Com | bination ^{5/} : | |
| High ESAL Low ESAL | Leveling Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface | Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/} | | |
| НМА | D Surface and | Allowed Alone or in Combination ^{5/} : | | |
| High ESAL | Leveling Binder IL-9.5 SMA Ndesign 50 Surface | Crushed Gravel Carbonate Crushed Ston Limestone) ^{2/} Crystalline Crushed Ston Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/} | | |
| | | Other Combinations Allowed: | | |
| | | Up to | With | |
| | | 25% Limestone | Dolomite | |
| | | 50% Limestone | Any Mixture D aggregate other than Dolomite | |
| | | 75% Limestone | Crushed Slag (ACBF) or Crushed Sandstone | |

| HMA High ESAL | E Surface IL-9.5 | Allowed Alone or in Con | nbination ^{5/} : |
|------------------|--|---|--|
| | SMA Ndesign 80 Surface | Crystalline Crushed Stor Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag | ne |
| | | No Limestone. | |
| | | Other Combinations Allo | owed: |
| | | Up to | With |
| | | 50% Dolomite ^{2/} | Any Mixture E aggregate |
| | | 75% Dolomite ^{2/} | Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone |
| | | 75% Crushed Gravel ^{2/} or Crushed Concrete ^{3/} | Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag |
| HMA | F Surface | Allowed Alone or in Con | nbination ^{5/} : |
| High ESAL | IL-9.5 SMA Ndesign 80 Surface | Crystalline Crushed Stor Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone. | ne |
| | | Other Combinations Allo | owed: |
| | | Up to | With |
| | | 50% Crushed Gravel ^{2/} , Crushed Concrete ^{3/} , or Dolomite ^{2/} | Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone |

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone and/or crushed gravel shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."

GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D-1)

Effective: June 26, 2006

Revised: April 1, 2016

Add the following to the end of article 1032.05 of the Standard Specifications:

"(c) Ground Tire Rubber (GTR) Modified Asphalt Binder. A quantity of 10.0 to 14.0 percent GTR (Note 1) shall be blended by dry unit weight with a PG 64-28 to make a GTR 70-28 or a PG 58-28 to make a GTR 64-28. The base PG 64-28 and PG 58-28 asphalt binders shall meet the requirements of Article 1032.05(a). Compatible polymers may be added during production. The GTR modified asphalt binder shall meet the requirements of the following table.

| Test | Asphalt Grade GTR 70-28 | Asphalt Grade GTR 64-28 |
|--|----------------------------|----------------------------|
| Flash Point (C.O.C.), AASHTO T 48, °F (°C), min. | 450 (232) | 450 (232) |
| Rotational Viscosity, AASHTO T 316 @ 275 °F (135 °C), Poises, Pa·s, max. | 30 (3) | 30 (3) |
| Softening Point, AASHTO T 53, °F (°C), min. | 135 (57) | 130 (54) |
| Elastic Recovery, ASTM D 6084, Procedure A (sieve waived) @ 77 °F, (25 °C), aged, ss, 100 mm elongation, 5 cm/min., cut immediately, %, min. | 65 | 65 |

Note 1. GTR shall be produced from processing automobile and/or light truck tires by the ambient grinding method. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall contain no free metal particles or other materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois modified AASHTO T 27, *a* 50 g sample of the GTR shall conform to the following gradation requirements:

| Sieve Size | Percent Passing |
|------------------|-----------------|
| No. 16 (1.18 mm) | 100 |
| No. 30 (600 μm) | 95 ± 5 |
| No. 50 (300 μm) | > 20 |

Add the following to the end of Note 1. of article 1030.03 of the Standard Specifications:

"A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of \pm 0.40 percent."

Revise 1030.02(c) of the Standard Specifications to read:

"(c) RAP Materials (Note 5)1031"

Add the following note to 1030.02 of the Standard Specifications:

Note 5. When using reclaimed asphalt pavement and/or reclaimed asphalt shingles, the maximum asphalt binder replacement percentage shall be according to the most recent special provision for recycled materials.

HOT MIX ASPHALT QUALITY CONTROL FOR PERFORMANCE (BMPR)

Effective: January 1, 2012

Revised: January 16, 2015

<u>Description</u>. This special provision describes the procedures for production, placement and payment of hot-mix asphalt (HMA). This special provision shall apply to all pay items as specified in plans. This work shall be according to the Standard Specifications except as modified herein.

Exceptions may be approved for small tonnage less than 800 (725 metric) tons and miscellaneous mixture applications as defined by the Engineer.

| Delete Articles: | $406.06(b)(1), 2^{nd}$ Paragraph $406.06(e), 3^{rd}$ Paragraph 406.07(b) 406.07(c) 1030.05(a)(4, 5, 9) 1030.05(d)(2)a. 1030.05(d)(2)b. 1030.05(d)(2)f. 1030.05(d)(2)f. 1030.05(d)(3) 1030.05(d)(4) 1030.05(d)(5) 1030.05(d)(7) 1030.05(f) 1030.06(a), 3rd paragraph 1030.06(a), 7th paragraph | (Pavers speed requirements) (Rolling) (Density) (QC/QA Documents) (Plant Tests) (Dust-to-Asphalt and Moisture Content) (Small Tonnage) (HMA Sampling) (Required Field Tests) (Control Limits) (Control Limits) (Control Charts) (Corrective Action for Field Tests (Density)) (Quality Assurance by the Engineer) (Acceptance by the Engineer) (Before start-up) |
|------------------|--|---|
| | 1030.06(a), 7th paragraph 1030.06(a), 8th paragraph 1030.06(a), 9th paragraph | (After an acceptable) (If a mixture) (A nuclear/core) |
| | 1050.00(a), stil palagraph | |

Definitions:

- (a) Quality Control (QC): All production and construction activities by the Contractor required to achieve the required level of quality.
- (b) Quality Assurance (QA): All monitoring and testing activities by the Engineer required to assess product quality, level of payment, and acceptability of the product.
- (c) Pay Parameters: Pay Parameters shall be field Voids in the Mineral Aggregate (VMA), voids, and density. Field VMA will be calculated using the combined aggregates bulk specific gravity (G_{sb}) from the mix design.
- (d) Mixture Lot. A lot shall begin once an acceptable test strip has been completed and the AJMF has been determined. If the test strip is waived, a sublot shall begin with the start of production. A mixture lot shall consist of four sublots unless it is the last or only lot, in which case it may consist of as few as one sublot.
- (e) Mixture Sublot. A mixture sublot for field VMA, voids, and Dust/AC will be a maximum of 1000 tons (910 metric tons).
 - If the remaining quantity is greater than 200 but less than 1000 tons, a sublot will consist of that amount.
 - If the remaining quantity is less than or equal to 200 tons, the quantity shall be combined with the previous sublot.

- (f) Density Interval. Density Intervals shall be every 0.2 mile (320 m) for lift thickness equal to or less than 3 in. (75 mm) and 0.1 mile (160 m) for lift thickness greater than 3 in. (75 mm).
- (g) Density Sublot. A sublot for density shall be the average of five consecutive Density Intervals. If a Density Interval is less than 200 ft (60 m), it will be combined with the previous Density Intervals.
 - If one or two Density Intervals remain outside a sublot, they shall be included in the previous sublot.
 - If three or more Density Intervals remain, they shall be considered a sublot.
- (h) Density Test: A density test consists of a core taken at a random longitudinal and random transverse offset within each Density Interval. The HMA maximum theoretical gravity (G_{mm}) will be based on the running average of four Department test results. Initial G_{mm} will be based on the average of the first four test results. If less than four G_{mm} results are available, use an average of all available Department G_{mm} test results.

The random transverse offset excludes a distance from each outer edge equal to the lift thickness or a minimum of 4 in. (100 mm). If a core is located within one foot of an unconfined edge, 2.0 percent density will be added to the density of that core. Quality Control (QC) by the Contractor:

The Contractor's QC plan shall include the schedule of testing for both pay parameters and nonpay parameters required to control the product such as asphalt binder content and mixture gradation. The minimum test frequency shall be according to the following table.

| Quality Characteristic | | Minimum Test Frequency |
|------------------------|-----------------|------------------------|
| Mixture | Gradation | |
| Asphalt Bir | nder Content | |
| Dust/AC Ratio | | 1 per sublot |
| Field | AMV b | |
| Voids | G _{mb} | |
| Volus | G _{mm} | |

Minimum Quality Control Sampling and Testing Requirements

The Contractor's splits in conjunction with other quality control tests shall be used to control production.

The Contractor shall submit split jobsite mix sample test results to the Engineer within 48 hours of the time of sampling. All QC testing shall be performed in a qualified laboratory by personnel who have successfully completed the Department's HMA Level I training.

Quality Assurance (QA) by the Engineer:

Voids, field VMA and Dust/AC ratio: The Engineer will determine the random tonnage and the Contractor shall be responsible for obtaining the sample according to the "PFP Hot-Mix Asphalt Random Jobsite Sampling" procedure.

Density: The Engineer will identify the random locations for each density testing interval. The Contractor shall be responsible for obtaining the four inch cores within the same day and prior to opening to traffic unless otherwise approved by the Engineer according to the "PFP and QCP Random Density Procedure". The locations will be identified after final rolling and cores shall be obtained under the supervision of the Engineer. All core holes shall be filled immediately upon completion of coring. All water shall be removed from the core holes prior to filling. All core holes shall be filled with a rapid hardening mortar or concrete which shall be mixed in a separate container prior to placement in the hole. Any depressions in the surface of the filled core holes greater than 1/4 inch at the time of final inspection will require removal of the fill material to the depth of the lift thickness and replacement.

The Engineer will witness and secure all mixture and density samples. The Contractor shall transport the secured sample to a location designated by the Engineer.

The Engineer will test one or all of the randomly selected split samples from each lot for voids, field VMA and dust/AC ratio. The Engineer will test a minimum of one sample per project. The Engineer will test all of the pavement cores for density. All QA testing will be performed in a qualified laboratory by personnel who have successfully completed the Department's HMA Level I training. QA test results will be available to the Contractor within 10 working days from receipt of secured cores and split mixture samples.

The Engineer will maintain a complete record of all Department test results and copies will be provided to the Contractor with each set of sublot results. The records will contain, as a minimum, the originals of all Department test results and raw data, random numbers used and resulting calculations for sampling locations, and quality level analysis calculations.

If the QA results do not meet the 100 % sublot pay factor limits or do not compare to QC results within the precision limits listed below, the Engineer will test all split mix samples for the lot.

| Test Parameter | Limits of Precision |
|-----------------|---------------------|
| G _{mb} | 0.030 |
| G _{mm} | 0.026 |
| Field VMA | 1.0 % |

<u>Acceptance by the Engineer</u>: All of the Department's tests shall be within the acceptable limits listed below:

| Parameter | | Acceptable Limits |
|-----------------|---|----------------------------|
| Field VMA | | -1.0 - +3.0% ^{1/} |
| Voids | | 2.0 - 6.0% |
| Density: | IL-9.5, IL-19.0, IL-4.75, IL-9.5FG ^{3/} | 90.0 - 98.0% |
| | SMA | 92.0 - 98.0% |
| Dust / AC Ratio | | 0.4 – 1.6 ^{2/} |

1/ Based on minimum required VMA from mix design

- 2/ Does not apply to SMA.
- 3/ Acceptable density limits for IL-9.5FG placed less than 1.25 in. shall be 89.0% 98.0%

In addition, no visible pavement distresses shall be present such as, but not limited to, segregation, excessive coarse aggregate fracturing or flushing.

<u>Basis of Payment:</u> Payment will be based on the calculation of the Composite Pay Factor using QA results for each mix according to the "QCP Payment Calculation" document.

<u>Dust / AC Ratio</u>. A monetary deduction will be made using the pay adjustment table below for dust/AC ratios that deviate from the 0.6 to 1.2 range. If the tested sublot is outside of this range, the Department will test the remaining sublots for Dust / AC pay adjustment.

Dust / AC Pay Adjustment Table^{1/}

| Range | Deduct / sublot |
|--------------------------------|-------------------------------|
| 0.6 ≤ X ≤ 1.2 | \$0 |
| 0.5 ≤ X < 0.6 or 1.2 < X ≤ 1.4 | \$1000 |
| 0.4 ≤ X < 0.5 or 1.4 < X ≤ 1.6 | \$3000 |
| X < 0.4 or X > 1.6 | Shall be removed and replaced |
| | |

Does not apply to SMA.

HMA MIXTURE DESIGN REQUIREMENTS (D-1)

Effective: January 1, 2013

Revised: April 1, 2016

1) Design Composition and Volumetric Requirements

| "MINIMUM COMPACTED LIFT THICKNESS | | | | |
|---|--|--|--|--|
| Mixture Composition Thickness, in. (mm) | | | | |
| IL-4.75 3/4 (19) | | | | |
| SMA-9.5, IL-9.5, IL-9.5L 1 1/2 (38) | | | | |
| SMA-12.5 2 (50) | | | | |
| IL-19.0, IL-19.0L 2 1/4 (57)" | | | | |

Revise the table in Article 406.06(d) of the Standard Specifications to read:

Revise the table in Article 1004.03(c) of the Standard Specifications to read:

| "Use | Size/Application | Gradation No. |
|-------------------|----------------------|-----------------------------------|
| Class A-1, 2, & 3 | 3/8 in. (10 mm) Seal | CA 16 |
| Class A-1 | 1/2 in. (13 mm) Seal | CA 15 |
| Class A-2 & 3 | Cover | CA 14 |
| HMA High ESAL | IL-19.0 | CA 11 ^{1/} |
| | IL-9.5 | CA 16, CA 13 ^{3/} |
| HMA Low ESAL | IL-19.0L | CA 11 ^{1/} |
| | IL-9.5L | CA 16 |
| | Stabilized Subbase | |
| | or Shoulders | |
| SMA ^{2/} | 1/2 in. (12.5mm) | CA13 ^{3/} , CA14 or CA16 |
| | Binder & Surface | |
| | IL 9.5 | CA16, CA 13 ^{3/} |
| | Surface | |

1/ CA 16 or CA 13 may be blended with the gradations listed.

2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.

Revise Article 1004.03(e) of the Supplemental Specifications to read:

"(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent."

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

"IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steal slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours."

Revise the nomenclature table in Article 1030.01 of the Standard Specifications to read:

| "High ESAL | IL-19.0 binder; IL-9.5 surface; IL-4.75; SMA-12.5, |
|------------|---|
| | SMA-9.5 |
| Low ESAL | IL-19.0L binder; IL-9.5L surface; Stabilized Subbase (HMA) ^{1/} ; |
| | HMA Shoulders ^{2/} |

1/ Uses 19.0L binder mix.

2/ Uses 19.0L for lower lifts and 9.5L for surface lift."

Revise Article 1030.02 of the Standard Specifications and Supplemental Specifications to read:

"1030.02 Materials. Materials shall be according to the following.

| Item | Article/Section |
|--|-----------------|
| (a) Coarse Aggregate | |
| (b) Fine Aggregate | |
| (c) RAP Material | |
| (d) Mineral Filler | |
| (e) Hydrated Lime | |
| (f) Slaked Quicklime (Note 1) | |
| (g) Performance Graded Asphalt Binder (Note 2) | |
| (h) Fibers (Note 3) | |
| | |

(i) Warm Mix Asphalt (WMA) Technologies (Note 4)

Note 1. Slaked quicklime shall be according to ASTM C 5.

Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be an Elvaloy or SBS PG 76-22 for IL-4.75, except where modified herein. The elastic recovery shall be a minimum of 80.

Note 3. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 4. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, "Warm Mix Asphalt Technologies"."

Revise Article 1030.04(a)(1) of the Standard Specifications and the Supplemental Specifications to read:

| High ESAL, MIXTURE COMPOSITION (% PASSING) ^{1/} | | | | | | | | | | |
|--|-------|------|-----|---------------------------|-----|--------------------------|------------------|------------------|--------|-----------------|
| Sieve Size | IL-19 | 0 mm | | IA ^{4/} .5 mm | | 1A ^{4/} 5 mm | IL-9. | 5 mm | IL-4.7 | '5 mm |
| | min | max | min | max | min | max | min | max | min | max |
| 1 1/2 in (37.5 mm) | | | | | | | | | | |
| 1 in. (25 mm) | | 100 | | | | | | | | |
| 3/4 in. (19 mm) | 90 | 100 | | 100 | | | | | | |
| 1/2 in. (12.5 mm) | 75 | 89 | 80 | 100 | | 100 | | 100 | | 100 |
| 3/8 in. (9.5 mm) | | | | 65 | 90 | 100 | 90 | 100 | | 100 |
| #4 (4.75 mm) | 40 | 60 | 20 | 30 | 36 | 50 | 34 | 69 | 90 | 100 |
| #8 (2.36 mm) | 20 | 42 | 16 | 24 ^{5/} | 16 | 32 ^{5/} | 34 ^{6/} | 52 ^{2/} | 70 | 90 |
| #16 (1.18 mm) | 15 | 30 | | | | | 10 | 32 | 50 | 65 |
| #30 (600 μm) | | | 12 | 16 | 12 | 18 | | | | |
| #50 (300 μm) | 6 | 15 | | | | | 4 | 15 | 15 | 30 |
| #100 (150 μm) | 4 | 9 | | | | | 3 | 10 | 10 | 18 |
| #200 (75 μm) | 3 | 6 | 7.0 | 9.0 ^{3/} | 7.5 | 9.5 ^{3/} | 4 | 6 | 7 | 9 ^{3/} |
| Ratio Dust/Asphalt Binder | | 1.0 | | 1.5 | | 1.5 | | 1.0 | | 1.0 |

"(1) High ESAL Mixtures. The Job Mix Formula (JMF) shall fall within the following limits.

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ The maximum percent passing the #635 (20 μ m) sieve shall be \leq 3 percent.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 6/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

Revise Article 1030.04(b)(1) of the Standard Specifications to read:

"(1) High ESAL Mixtures. The target value for the air voids of the HMA shall be 4.0 percent and for IL-4.75 it shall be 3.5 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 following requirements.

| | VOLUMETRIC REQUIREMENTS High ESAL | | | | | | |
|---------|--------------------------------------|-----------------------|---------|--------------|--|--|--|
| | Voids ii | n the Mineral Age | gregate | Voids Filled | | | |
| | | (VMA), | | | | | |
| | | Binder | | | | | |
| Ndesign | | IL-4.75 ^{1/} | | | | | |
| _ | IL-19.0 | % | | | | | |
| 50 | | 65 – 78 ^{2/} | | | | | |
| 70 | 13.5 | 65 - 75 | | | | | |
| 90 | 10.0 | 15.0 | | 00 - 75 | | | |

- 1/ Maximum Draindown for IL-4.75 shall be 0.3 percent
- 2/ VFA for IL-4.75 shall be 72-85 percent"

Replace Article 1030.04(b)(3) of the Standard Specifications with the following:

"(3) SMA Mixtures.

| Volumetric Requirements SMA ^{1/} | | | | | |
|--|------------------------------|--|--|--|--|
| Ndesign | Design Air Voids Target % | Voids in the Mineral Aggregate (VMA), % min. | Voids Filled with Asphalt (VFA), % | | |
| 80 ^{4/} | 3.5 | 17.0 ^{2/} 16.0 ^{3/} | 75 - 83 | | |

- 1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.
- 2/ Applies when specific gravity of coarse aggregate is ≥ 2.760 .
- 3/ Applies when specific gravity of coarse aggregate is < 2.760.
- 4/ Blending of different types of aggregate will not be permitted. For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

Add to the end of Article 1030.05 (d) (2) a. of the Standard Specifications:

"During production, the Contractor shall test SMA mixtures for draindown according to AASHTO T305 at a frequency of 1 per day of production."

Delete last sentence of the second paragraph of Article 1102.01(a) (4) b. 2.

Add to the end of Article 1102.01 (a) (4) b. 2.:

"As an option, collected dust (baghouse) may be used in lieu of manufactured mineral filler according to the following:

- (a.) Sufficient collected dust (baghouse) is available for production of the SMA mix for the entire project.
- (b.) A mix design was prepared based on collected dust (baghouse).

2) Design Verification and Production

Revise Article 1030.04 (d) of the Standard Specifications to read:

"(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (IL mod AASHTO T-324) and the Tensile Strength Test (IL mod AASHTO T-283). The Department will perform a verification test on gyratory specimens compacted by the Contractor. If the mix fails the Department's verification test, the Contractor shall make the necessary changes to the mix and resubmit compacted specimens to the Department for verification. If the mix fails again, the mix design will be rejected.

All new and renewal mix designs will be required to be tested, prior to submittal for Department verification and shall meet the following requirements:

(1)Hamburg Wheel Test criteria. The maximum allowable rut depth shall be 0.5 in. (12.5 mm). The minimum number of wheel passes at the 0.5 in. (12.5 mm) rut depth criteria shall be based on the high temperature binder grade of the mix as specified in the mix requirements table of the plans.

| Asphalt Binder Grade | # Repetitions | Max Rut Depth (mm) |
|-----------------------|---------------|--------------------|
| PG 70 -XX (or higher) | 20,000 | 12.5 |
| PG 64 -XX (or lower) | 10,000 | 12.5 |

Illinois Modified AASHTO T 324 Requirements ^{1/}

- 1/ When produced at temperatures of 275 ± 5 °F (135 ± 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.
- Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions. For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000 repetitions.
- (2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 60 psi (415 kPa) for non-polymer modified performance graded (PG) asphalt binder and 80 psi (550 kPa) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 200 psi (1380 kPa)."

<u>Production Testing</u>. Revise first paragraph of Article 1030.06(a) of the Standard Specifications to read:

"(a) High ESAL, IL-4.75, WMA, and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip, except for SMA mixtures it will be 400 ton (363 metric ton), will be required at the beginning of HMA production for each mixture with a quantity of 3000 tons (2750 metric tons) or more according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures". Add the following after the sixth paragraph in Article 1030.06 (a) of the Standard Specifications:

"The Hamburg Wheel test shall also be conducted on all HMA mixtures from a sample taken within the first 500 tons (450 metric tons) on the first day of production or during start up with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract.

If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria"

Method of Measurement:

Add the following after the fourth paragraph of Article 406.13 (b):

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's G_{mb}."

Basis of Payment.

Replace the fourth paragraph of Article 406.14 of the Standard Specifications with the following:

"Stone matrix asphalt will be paid for at the contract unit price per ton (metric ton) for POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, of the mixture composition and Ndesign specified; and POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, of the mixture composition and Ndesign specified."

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (D-1)

Effective: November 1, 2012

Revise: April 2, 2016

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

1031.01 Description. Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve. RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
 - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
 - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

1031.02 Stockpiles. RAP and RAS stockpiles shall be according to the following.

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc...).
 - (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.
 - (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 in. (75 mm) single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
 - (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
 - (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
 - (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP or FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, plant cleanout etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

(b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall be sufficiently separated to prevent intermingling at the base. Each stockpile shall be signed indicating what type of RAS is present.

However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of Type 1 RAS with Type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval. The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type, and lot number shall be maintained by project contract number and kept for a minimum of three years.

1031.03 Testing. FRAP and RAS testing shall be according to the following.

- (a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.
 - (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
 - (2) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.
 - (3) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Before extraction, each field sample of FRAP, shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

- (b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.
 - (1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.
 - (2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

The Contractor shall obtain and make available all test results from start of the initial stockpile sampled and tested at the shingle processing facility in accordance with the facility's QC Plan.

Before extraction, each field sample shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

1031.04 Evaluation of Tests. Evaluation of test results shall be according to the following.

(a) Evaluation of FRAP Test Results. All test results shall be compiled to include asphalt binder content, gradation and, when applicable (for slag), G_{mm}. A five test average of results from the original pile will be used in the mix designs. Individual extraction test results run thereafter, shall be compared to the average used for the mix design, and will be accepted if within the tolerances listed below.

| Parameter | FRAP |
|-----------------|--------------------------|
| No. 4 (4.75 mm) | ± 6 % |
| No. 8 (2.36 mm) | ± 5 % |
| No. 30 (600 μm) | ± 5 % |
| No. 200 (75 μm) | ± 2.0 % |
| Asphalt Binder | \pm 0.3 % |
| G _{mm} | \pm 0.03 ^{1/} |

1/ For stockpile with slag or steel slag present as determined in the current Manual of Test Procedures Appendix B 21, "Determination of Reclaimed Asphalt Pavement Aggregate Bulk Specific Gravity".

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the FRAP stockpile shall not be used in Hot-Mix Asphalt unless the FRAP representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

The Contractor shall maintain a representative moving average of five tests to be used for Hot-Mix Asphalt production.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the ITP, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)" or Illinois Modified AASHTO T-164-11, Test Method A.

(b) Evaluation of RAS Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. A five test average of results from the original pile will be used in the mix designs. Individual test results run thereafter, when compared to the average used for the mix design, will be accepted if within the tolerances listed below.

| Parameter | RAS |
|------------------------|---------|
| No. 8 (2.36 mm) | ± 5 % |
| No. 16 (1.18 mm) | ± 5 % |
| No. 30 (600 μm) | ±4% |
| No. 200 (75 μm) | ± 2.5 % |
| Asphalt Binder Content | ± 2.0 % |

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the RAS shall not be used in Hot-Mix Asphalt unless the RAS representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

(c) Quality Assurance by the Engineer. The Engineer may witness the sampling and splitting conduct assurance tests on split samples taken by the Contractor for quality control testing a minimum of once a month.

The overall testing frequency will be performed over the entire range of Contractor samples for asphalt binder content and gradation. The Engineer may select any or all split samples for assurance testing. The test results will be made available to the Contractor as soon as they become available.

The Engineer will notify the Contractor of observed deficiencies.

Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits.

| Test Parameter | Acceptable Lim | its of Precision |
|--------------------------|----------------|------------------|
| % Passing: ^{1/} | FRAP | RAS |
| 1/2 in. | 5.0% | |
| No. 4 | 5.0% | |
| No. 8 | 3.0% | 4.0% |
| No. 30 | 2.0% | 3.0% |
| No. 200 | 2.2% | 2.5% |
| Asphalt Binder Content | 0.3% | 1.0% |
| G _{mm} | 0.030 | |

1/ Based on washed extraction.

In the event comparisons are outside the above acceptable limits of precision, the Engineer will immediately investigate.

(d) Acceptance by the Engineer. Acceptable of the material will be based on the validation of the Contractor's quality control by the assurance process.

1031.05 Quality Designation of Aggregate in RAP and FRAP.

- (a) RAP. The aggregate quality of the RAP for homogeneous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
 - (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
 - (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
 - (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
 - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant laboratory prequalified by the Department for the specified testing. The consultant laboratory shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the Bureau of Materials and Physical Research Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

1031.06 Use of FRAP and/or RAS in HMA. The use of FRAP and/or RAS shall be the Contractor's option when constructing HMA in all contracts.

- (a) FRAP. The use of FRAP in HMA shall be as follows.
 - (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.

- (2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.

When FRAP is used alone or FRAP is used in conjunction with RAS, the percent of virgin asphalt binder replacement (ABR) shall not exceed the amounts indicated in the table below for a given N Design.

| HMA Mixtures ^{1/2/4/} | N | laximum % ABR | |
|--------------------------------|---------------------------|---------------|-----------------------------------|
| Ndesign | Binder/Leveling Binder | Surface | Polymer Modified ^{3/} |
| 30L | 50 | 40 | 30 |
| 50 | 40 | 35 | 30 |
| 70 | 40 | 30 | 30 |
| 90 | 40 | 30 | 30 |
| 4.75 mm N-50 | | | 40 |
| SMA N-80 | | | 30 |

Max Asphalt Binder Replacement for FRAP with RAS Combination

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the percent asphalt binder replacement shall not exceed 50 % of the total asphalt binder in the mixture.
- 2/ When the binder replacement exceeds 15 % for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 % binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 %, the required virgin asphalt binder grade shall be PG64-28.
- 3/ When the ABR for SMA or IL-4.75 is 15 % or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.
- 4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10 %.

1031.07 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the detailed requirements specified herein.

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

1031.08 HMA Production. HMA production utilizing FRAP and/or RAS shall be as follows.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAS and FRAP 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 during mix production, corrective actions fail to maintain FRAP, RAS or QC/QA test results within control tolerances or the requirements listed herein the Contractor shall cease production of the mixture containing FRAP or RAS and conduct an investigation that may require a new mix design.

- (a) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.
- (b) HMA Plant Requirements. HMA plants utilizing FRAP and/or RAS shall be capable of automatically recording and printing the following information.
 - (1) Dryer Drum Plants.
 - a. Date, month, year, and time to the nearest minute for each print.
 - b. HMA mix number assigned by the Department.
 - c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
 - f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
 - g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

- h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)
- i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
- j. Accumulated mixture tonnage.
- k. Dust Removed (accumulated to the nearest 0.1 ton (0.1 metric ton))
- (2) Batch Plants.
 - a. Date, month, year, and time to the nearest minute for each print.
 - b. HMA mix number assigned by the Department.
 - c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
 - d. Mineral filler weight to the nearest pound (kilogram).
 - f. RAS and FRAP weight to the nearest pound (kilogram).
 - g. Virgin asphalt binder weight to the nearest pound (kilogram).
 - h. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

1031.09 RAP in Aggregate Surface Course and Aggregate Wedge Shoulders, Type B. The use of RAP or FRAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- (b) Gradation. The RAP material shall meet the gradation requirements for CA 6 according to Article 1004.01(c), except the requirements for the minus No. 200 (75 μm) sieve shall not apply. The sample for the RAP material shall be air dried to constant weight prior to being tested for gradation."

CALCIUM ALUMINATE CEMENT (BMPR)

Effective: July 1, 2013

Revise Article 1001.01(e) to read:

"(e) Calcium Aluminate Cement. Calcium aluminate cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to AASHTO M 85, except the time of setting shall not apply. The chemical requirements shall be determined according to AASHTO T 105 and shall be as follows: minimum 37 percent aluminum oxide (Al₂O₃), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO₃), maximum 1.75 percent loss on ignition, and maximum 7 percent insoluble residue."

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (D-1)

Effective: April 1, 2011

Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

- (i) Temporary Hot-Mix Asphalt (HMA) Ramp (Note 1)1030
- (j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

| Property | Test Method | Requirement |
|-----------------------------|-------------|----------------|
| Durometer Hardness, Shore A | ASTM D 2240 | 75 ±15 |
| Tensile Strength, psi (kPa) | ASTM D 412 | 300 (2000) min |
| Elongation, percent | ASTM D 412 | 90 min |
| Specific Gravity | ASTM D 792 | 1.0 - 1.3 |
| Brittleness, °F (°C) | ASTM D 746 | -40 (-40)" |

Note 2. The rubber material shall be according to the following.

Revise Article 603.07 of the Standard Specifications to read:

"603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.

When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

- (a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.
- (b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

| Dimension | Requirement |
|---|---|
| Inside Opening | Outside dimensions of casting + 1 in. (25 mm) |
| Thickness at inside edge | Height of casting \pm 1/4 in. (6 mm) |
| Thickness at outside edge | 1/4 in. (6 mm) max. |
| Width, measured from inside opening to outside edge | 8 1/2 in. (215 mm) min |

Placement shall be according to the manufacturer's specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03."

SLIPFORM PAVING (D-1)

Effective: November 1, 2014

Revise Article 1020.04 Table 1, Note (5) of Standard Specifications to read:

"The slump range for slipform construction shall be 1/2 to 1 1/2 in."

Revise Article 1020.04 Table 1 (metric), Note (5) of Standard Specifications to read:

"The slump range for slipform construction shall be 13 to 40 mm."

CONCRETE MEDIAN, TYPE SB (SPECIAL)

<u>Description</u>. This work shall consist of constructing six (6) inch curbed concrete medians in accordance with the applicable portions of Section 606 of the Standard Specifications, the applicable portions of Standard 606301, the details shown in the plans and as directed by the Engineer.

<u>Method of Measurement</u>. Concrete medians will be measured for payment in place and the area computed in square feet.

<u>Basis of Payment</u>. This work shall be paid for at the contract unit price per square foot for CONCRETE MEDIAN, TYPE SB (SPECIAL), which price shall include all materials, labor and equipment necessary to perform the work as here in specified.

EMBANKMENT I

Effective: March 1, 2011

Revised: November 1, 2013

<u>Description</u>. This work shall be according to Section 205 of the Standard Specifications except for the following.

<u>Material</u>. All material shall be approved by the District Geotechnical Engineer. The proposed material must meet the following requirements.

- a) The laboratory Standard Dry Density shall be a minimum of 90 lb/cu ft (1450 kg/cu m) when determined according to AASHTO T 99 (Method C).
- b) The organic content shall be less than ten percent determined according to AASHTO T 194 (Wet Combustion).
- c) Soils which demonstrate the following properties shall be restricted to the interior of the embankment and shall be covered on both the sides and top of the embankment by a minimum of 3 ft (900 mm) of soil not considered detrimental in terms of erosion potential or excess volume change.
 - 1) A grain size distribution with less than 35 percent passing the number 75 um (#200) sieve.
 - 2) A plasticity index (PI) of less than 12.
 - 3) A liquid limit (LL) in excess of 50.
- d) Reclaimed asphalt shall not be used within the ground water table or as a fill if ground water is present.

e) The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

CONSTRUCTION REQUIREMENTS

<u>Samples</u>. Embankment material shall be sampled, tested, and approved before use. The contractor shall identify embankment sources, and provide equipment as the Engineer requires, for the collection of samples from those sources. Samples will be furnished to the Geotechnical Engineer a minimum of three weeks prior to use in order that laboratory tests for approval and compaction can be performed. Embankment material placement cannot begin until tests are completed and approval given.

<u>Placing Material</u>. In addition to Article 202.03, broken concrete, reclaimed asphalt with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities shall be placed in 6 inches (150 mm) lifts and disked with the underlying lift until a uniform homogenous material is formed. This process also applies to the overlaying lifts. The disk must have a minimum blade diameter of 24 inches (600 mm).

When embankments are to be constructed on hillsides or existing slopes that are steeper than 3H:1V, steps shall be keyed into the existing slope by stepping and benching as shown in the plans or as directed by the engineer.

<u>Compaction</u>. Soils classification for moisture content control will be determined by the Soils Inspector using visual field examination techniques and the IDH Textural Classification Chart.

When tested for density in place each lift shall have a maximum moisture content as follows.

- a) A maximum of 110 percent of the optimum moisture for all forms of clay soils.
- b) A maximum of 105 percent of the optimum moisture for all forms of clay loam soils.

<u>Stability.</u> The requirement for embankment stability in Article 205.04 will be measured with a Dynamic Cone Penetrometer (DCP) according to the test method in the IDOT Geotechnical Manual. The penetration rate must be equal or less than 1.5 inches (38 mm) per blow.

<u>Basis of Payment.</u> This work will not be paid separately but will be considered as included in the various items of excavation.

STORM SEWER ADJACENT TO OR CROSSING WATER MAIN

Effective: February 1, 1996

Revised: January 1, 2007

This work consists of constructing storm sewer adjacent to or crossing a water main, at the locations shown on the plans. The material and installation requirements shall be according to 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; which may include concrete collars and encasing pipe with seals if required.

Pipe materials shall meet the requirements of Sections 40 and 41-2.01 of the "Standard Specifications for Water and Sewer Main Construction in Illinois", except PVC pipe will not be allowed. Ductile-Iron pipe shall meet the minimum requirements for Thickness Class 50.

Encasing of standard type storm sewer, according to the details for "Water and Sewer Separation Requirements (Vertical Separation)" in the "STANDARD DRAWINGS" Division of the "Standard Specifications for Water and Sewer Main Construction in Illinois", may be used for storm sewers crossing water mains.

<u>Basis of Payment</u>: This work will be paid according to Article 550.10 of the Standard Specifications, except the pay item shall be STORM SEWER (WATER MAIN REQUIREMENTS), of the diameter specified.

MAST ARM SIGN PANELS

Effective: May 22, 2002 720.01TS Revised: July 1, 2015

Revised: July 1, 2015

Add the following to Article 720.02 of the Standard Specifications:

Sign stiffening channel systems shall be aluminum and meet the requirements of ASTM 6261-T5. Sign mounting banding, buckles and buckle straps shall be manufactured from AISI 201 stainless steel.

TRAFFIC SIGNAL GENERAL REQUIREMENTS

Effective: May 22, 2002 800.01TS

visions and the "District One Standard Traffic Signal Design

These Traffic Signal Special Provisions and the "District One Standard Traffic Signal Design Details" supplement the requirements of the State of Illinois "Standard Specifications for Road and Bridge Construction." The intent of these Special Provisions is to prescribe the materials and construction methods commonly used for traffic signal installations.

All material furnished shall be new unless otherwise noted herein.

Traffic signal construction and maintenance work shall be performed by personnel holding current IMSA Traffic Signal Technician Level II certification. A copy of the certification shall be immediately available upon request of the Engineer.

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

Definitions of Terms.

Add the following to Section 101 of the Standard Specifications:

101.56 Vendor. Company that sells a particular type of product directly to the contractor or the Equipment Supplier.

101.57 Equipment supplier. Company that supplies, represents and provides technical support for IDOT District One approved traffic signal controllers and other related equipment. The Equipment Supplier shall be located within IDOT District One and shall:

- Be full service with on-site facilities to assemble, test and trouble-shoot traffic signal controllers and cabinet assemblies.
- Maintain an inventory of IDOT District One approved controllers and cabinets.
- Be staffed with permanent sales and technical personnel able to provide traffic signal controller and cabinet expertise and support.
- Technical staff shall hold current IMSA Traffic Signal Technician Level III certification and shall attend traffic signal turn-ons and inspections with a minimum 14 calendar day notice.

Submittals.

Revise Article 801.05 of the Standard Specifications to read:

All material approval requests shall be submitted electronically through the District's SharePoint System unless directed otherwise by the Engineer. Electronic material submittals shall follow the District's Traffic Operations Construction Submittals guidelines. General requirements include:

- 1. All material approval requests shall be made prior to or no later than the date of the preconstruction meeting. A list of major traffic signal items can be found in Article 801.05. Material or equipment which is similar or identical shall be the product of the same manufacturer, unless necessary for system continuity. Traffic signal materials and equipment shall bear the U.L. label whenever such labeling is available.
- 2. Product data and shop drawings shall be assembled by pay item. Only the top sheet of each pay item submittal will be stamped by the Department with the review status, except shop drawings for mast arm pole assemblies and the like will be stamped with the review status on each sheet.
- 3. Original manufacturer published product data and shop drawing sheets with legible dimensions and details shall be submitted for review.

- 4. When hard copy submittals are necessary, four complete copies of the manufacturer's descriptive literatures and technical data for the traffic signal materials shall be submitted. For hard copy or electronic submittals, the descriptive literature and technical data shall be adequate for determining whether the materials meet the requirements of the plans and specifications. If the literature contains more than one item, the Contractor shall indicate which item or items will be furnished.
- 5. When hard copy submittals are necessary for structural elements, four complete copies of the shop drawings for the mast arm assemblies and poles, and the combination mast arm assemblies and poles showing, in detail, the fabrication thereof and the certified mill analyses of the materials used in the fabrication, anchor rods, and reinforcing materials shall be submitted.
- 6. Partial or incomplete submittals will be returned without review.
- 7. Certain non-standard mast arm poles and special structural elements will require additional review from IDOT's Central Office. Examples include ornamental/decorative, non-standard length mast arm pole assemblies and monotube structures. The Contractor shall account for the additional review time in his schedule.
- 8. The contract number or permit number, project location/limits and corresponding pay code number must be on each sheet of correspondence, catalog cuts and mast arm poles and assemblies drawings.
- 9. Where certifications and/or warranties are specified, the information submitted for approval shall include certifications and warranties. Certifications involving inspections, and/or tests of material shall be complete with all test data, dates, and times.
- 10. 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 'Incomplete'. 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.
- 11. The Contractor shall secure approved materials in a timely manner to assure construction schedules are not delayed.
- 12. All submitted items reviewed and marked 'APPROVED AS NOTED', 'DISAPPROVED', or 'INCOMPLETE' are to be resubmitted in their entirety, unless otherwise indicated within the submittal comments, with a disposition of previous comments to verify contract compliance at no additional cost to the contract.
- 13. Exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.
- 14. Contractor shall not order major equipment such as mast arm assemblies prior to Engineer approval of the Contractor marked proposed traffic signal equipment locations to assure proper placement of contract required traffic signal displays, push buttons and other facilities. Field adjustments may require changes in proposed mast arm length and other coordination.

Marking Proposed Locations.

Revise "Marking Proposed Locations for Highway Lighting System" of Article 801.09 to read "Marking Proposed Locations for Highway Lighting System and Traffic Signals."

Add the following to Article 801.09 of the Standard Specifications:

It shall be the contractor's responsibility to verify all dimensions and conditions existing in the field prior to ordering materials and beginning construction. This shall include locating the mast arm foundations and verifying the mast arms lengths.

Inspection of Electrical Systems.

Add the following to Article 801.10 of the Standard Specifications:

(c) All cabinets including temporary traffic signal cabinets shall be assembled by an approved equipment supplier in District One. The Department reserves the right to request any controller and cabinet to be tested at the equipment supplier's facility prior to field installation, at no extra cost to this contract.

Maintenance and Responsibility.

Revise Article 801.11 of the Standard Specifications to read:

- Existing traffic signal installations and/or any electrical facilities at all or various a. locations may be altered or reconstructed totally or partially as part of the work on this Contract. The Contractor is hereby advised that all traffic control equipment, presently installed at these locations, may be the property of the State of Illinois, Department of Transportation, Division of Highways, County, Private Developer, Municipality or Transit Agency in which they are located. Once the Contractor has begun any work on any portion of the project, all traffic signals within the limits of this contract or those which have the item "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation." shall become the full responsibility of the Contractor. The Contractor shall supply the Engineer, Area Traffic Signal Maintenance and Operations Engineer, IDOT ComCenter and the Department's Electrical Maintenance Contractor with two 24hour emergency contact names and telephone numbers.
- b. Automatic Traffic Enforcement equipment such as red lighting running and railroad crossing camera systems are owned and operated by others and the Contractor shall not be responsible for maintaining this equipment.
- c. Regional transit, County and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as PTZ cameras, switches, transit signal priority (TSP and BRT) servers and other devices that shall be included with traffic signal maintenance at no additional cost to the contract.

- d. When the project has a pay item for "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation," the Contractor must notify both the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4424 and the Department's Electrical Maintenance Contractor, of their intent to begin any physical construction work on the Contract or any portion thereof. This notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance to the Contractor. If work is started prior to an inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted.
- e. The Contractor is advised that the existing and/or temporary traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shut down the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.
- f. The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals and other equipment noted herein. Any inquiry, complaint or request by the Department, the Department's Electrical Maintenance Contractor or the public, shall be investigated and repairs begun within one hour. Failure to provide this service will result in liquidated damages of \$1000 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$1000 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The Department may inspect any signalizing device on the Department's highway system at any time without notification.
- g. Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.

- h. The Contractor shall be responsible to clear snow, ice, dirt, debris or other condition that obstructs visibility of any traffic signal display or access to traffic signal equipment.
- i. The Contractor shall maintain the traffic signal in normal operation during short or long term loss of utility or battery back-up power at critical locations designated by the Engineer. Critical locations may include traffic signals interconnected to railroad warning devices, expressway ramps, intersection with an SRA route, critical corridors or other locations identified by the Engineer. Temporary power to the traffic signal must meet applicable NEC and OSHA guidelines and may include portable generators and/or replacement batteries. Temporary power to critical locations shall not be for separately but shall be included in the contract.

Damage to Traffic Signal System.

Add the following to Article 801.12(b) of the Standard Specifications to read:

Any traffic signal control equipment damaged or not operating properly from any cause shall be replaced with new equipment meeting current District One traffic signal specifications and provided by the Contractor at no additional cost to the Contract and/or owner of the traffic signal system, all as approved by the Engineer. Final replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted. Cable splices are only allowed at the bases pf post and mast arms.

Temporary replacement of damaged or knockdown of a mast arm pole assembly shall require construction of a full or partial span wire signal installation or other method approved by the Engineer to assure signal heads are located overhead and over traveled pavement. Temporary replacement of mast arm mount signals with post mount signals will not be permitted.

Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, and peripheral equipment, damaged or not operating properly from any cause, shall be the responsibility of the municipality or the Automatic Traffic Enforcement company per Permit agreement.

Traffic Signal Inspection (TURN-ON).

Revise Article 801.15(b) of the Standard Specifications to read:

It is the intent to have all electric work completed and equipment field tested by the Equipment Supplier prior to the Department's "turn-on" field inspection. If in the event the Engineer determines work is not complete and the inspection will require more than two (2) hours to complete, the inspection shall be canceled and the Contractor will be required to reschedule at another date. The maintenance of the traffic signals will not be accepted until all punch list work is corrected and re-inspected.

When the road is open to traffic, except as otherwise provided in Section 850 of the Standard Specifications, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4424 a minimum of seven (7) working days prior to the time of the requested inspection. The Department will not grant a field inspection until written or electronic notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Contractor must invite local fire department personnel to the turn-on when Emergency Vehicle Preemption (EVP) is included in the project. When the contract includes the item RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, OPTIMIZE TRAFFIC SIGNAL SYSTEM, or TEMPORARY TRAFFIC SIGNAL TIMINGS, the Contractor must notify the SCAT Consultant of the turn-on/detour implementation schedule, as well as stage changes and phase changes during construction.

The Contractor must have all traffic signal work completed and the electrical service installation connected by the utility company prior to requesting an inspection and turn-on of the traffic signal installation. The Contractor shall be responsible to provide a police officer to assist with traffic control at the time of testing.

The Contractor shall provide a representative from the control equipment vendor's office who is knowledgeable of the cabinet design and controller functions to attend the traffic signal inspection for both permanent and temporary traffic signal turn-ons.

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

The District requires the following Final Project Documentation from the Contractor at traffic signal turn-ons in electronic format in addition to hard copies where noted. A CD/DVD shall be submitted with separate folders corresponding to each numbered title below. The CD/DVD shall be labelled with date, project location, company and contract or permit number. Record Drawings, Inventory and Material Approvals shall be submitted prior to traffic signal turn-on for review by the Department as described here-in.

Final Project Documentation:

- 1. Record Drawings. Signal plans of record with field revisions marked in red ink. One hard copy set of 11"x17" record drawings shall also be provided.
- 2. Inventory. Inventory of new and existing traffic signal equipment including cabinet types and devices within cabinets in an Excel spread sheet format. One hard copy shall also be provided.
- 3. Pictures. Digital pictures of a minimum 12M pixels of each intersection approach showing all traffic signal displays and equipment. Pictures shall include controller cabinet equipment in enough detail to clearly identify manufacture and model of major equipment.
- 4. Field Testing. Written notification from the Contractor and the equipment vendor of satisfactory field testing with corresponding material performance measurements, such as for detector loops and fiber optic systems (see Article 801.13). One hard copy of all contract required performance measurement testing shall also be provided.
- 5. Materials Approval. The material approval letter. A hard copy shall also be provided.
- 6. Manuals. Operation and service manuals of the signal controller and associated control equipment. One hard copy shall also be provided.
- 7. Cabinet Wiring Diagram and Cable Logs. Five (5) hard copies 11" x 17" of the cabinet wiring diagrams shall be provided along with electronic pdf and dgn files of the cabinet wiring diagram. Five hard copies of the cable logs and electronic excel files shall be provided with cable #, number of conductors and spares, connected device/signal head and intersection location.
- 8. Controller Programming Settings. The traffic signal controller's timings; backup timings; coordination splits, offsets, and cycles; TBC Time of Day, Week and Year Programs; Traffic Responsive Program, Detector Phase Assignment, Type and Detector Switching; and any other functions programmable from the keyboard. The controller manufacturer shall also supply a printed form, not to exceed 11" x 17" for recording that data noted above. The form shall include a location, date, manufacturer's name, controller model and software version. The form shall be approved by the Engineer and a minimum of three (3) copies must be furnished at each turn-on. The manufacturer must provide all programming information used within the controller at the time of turn-on.
- 9. Warrantees and Guarantees. All manufacturer and contractor warrantees and guarantees required by Article 801.14.
- 10. GPS coordinate of traffic signal equipment as describe in the Record Drawings section herein.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on", completeness of the required documentation and successful operation during a minimum 72 hour "burn-in" period following activation of the traffic signal. If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. The Contractor shall be responsible for all traffic signal equipment and associated maintenance thereof until Departmental acceptance is granted.

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

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

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

Record Drawings.

The requirements listed for Electrical Installation shall apply for Traffic Signal Installations in Article 801.16. Revise the 2nd paragraph of Article 801.16 of the Standard Specifications to read:

"When the work is complete, and seven days before the request for a final inspection, the reduced-size set of contract drawings, stamped "RECORD DRAWINGS", shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or electrician. The record drawings shall be submitted in PDF format on CDROM as well as hardcopy for review and approval. If the contract consists of multiple intersections, each intersection shall be saved as an individual PDF file with TS# and location name in its file name.

In addition to the record drawings, copies of the final catalog cuts which have been Approved or Approved as Noted shall be submitted in PDF format along with the record drawings. The PDF files shall clearly indicate the pay item either by filename or PDF Table of Contents referencing the respective pay item number for multi-item PDF files. Specific part or model numbers of items which have been selected shall be clearly visible."

As part of the record drawings, the Contractor shall inventory all traffic signal equipment, new or existing, on the project and record information in an Excel spreadsheet. The inventory shall include equipment type, model numbers, software manufacturer and version and quantities.

Add the following to Article 801.16 of the Standard Specifications:

"In addition to the specified record drawings, the Contactor shall record GPS coordinates of the following traffic signal components being installed, modified or being affected in other ways by this contract:

- All Mast Arm Poles and Posts
- Traffic Signal Wood Poles
- Rail Road Bungalow
- UPS
- Handholes
- Conduit roadway crossings
- Controller Cabinets
- Communication Cabinets
- Electric Service Disconnect locations
- CCTV Camera installations
- Fiber Optic Splice Locations
- Conduit Crossings

Datum to be used shall be North American 1983.

Data shall be provided electronically and in print form. The electronic format shall be compatible with MS Excel. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

- File shall be named: TSXXX-YY-MM-DD (i.e. TS22157_15-01-01)
- Each intersection shall have its own file
- Row 1 should have the location name (i.e. IL 31 @ Klausen)
- Row 2 is blank
- Row 3 is the headers for the columns
- Row 4 starts the data
- Column A (Date) should be in the following format: MM/DD/YYYY
- Column B (Item) as shown in the table below
- Column C (Description) as shown in the table below
- Column D and E (GPS Data) should be in decimal form, per the IDOT special provisions

| Date | ltem | Description | Latitude | Longitude |
|------------|------------------------------------|--|-----------|------------|
| 01/01/2015 | MP (Mast Arm Pole) | NEQ, NB, Dual, Combination Pole | 41.580493 | -87.793378 |
| 01/01/2015 | HH (Handhole) | Heavy Duty, Fiber, Intersection, Double | 41.558532 | -87.792571 |
| 01/01/2015 | ES (Electrical Service) | Ground mount, Pole mount | 41.765532 | -87.543571 |
| 01/01/2015 | CC (Controller Cabinet) | | 41.602248 | -87.794053 |
| 01/01/2015 | RSC (Rigid Steel Crossing) | IL 31 east side crossing south leg to center HH at Klausen | 41.611111 | -87.790222 |
| 01/01/2015 | PTZ (PTZ) | NEQ extension pole | 41.593434 | -87.769876 |
| 01/01/2015 | POST (Post) | | 41.651848 | -87.762053 |
| 01/01/2015 | MCC (Master Controller Cabinet) | | 41.584593 | -87.793378 |
| 01/01/2015 | COMC (Communication Cabinet) | | 41.584600 | -87.793432 |
| 01/01/2015 | BBS (Battery Backup System) | | 41.558532 | -87.792571 |
| 01/01/2015 | CNCR (Conduit Crossing) | 4-inch IL 31 n/o of Klausen | 41.588888 | -87.794440 |

Examples:

Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 1 foot. Upon verification, data collection can begin. Data collection can be made as construction progresses, or can be collected after all items are installed. If the data is unacceptable the contractor shall make corrections to the data collection equipment and or process and submit the data for review and approval as specified.

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have a minimum 1 foot accuracy after post processing.

GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

The GPS shall be the product of an established major GPS manufacturer having been in the business for a minimum of 6 years."

Delete the last sentence of the 3rd paragraph of Article 801.16.

Locating Underground Facilities. Revise Section 803 to the Standard Specifications to read:

<u>IDOT traffic signal facilities are not part of any of the one-call locating service such as J.U.L.I.E</u> or <u>Digger.</u> If this Contract requires the services of an Electrical Contractor, the Contractor shall be responsible at his/her own expense for locating existing IDOT electrical facilities prior to performing any work. If this Contract does not require the services of an Electrical Contractor, the Contractor may request one free locate for existing IDOT electrical facilities from the District One Electrical Maintenance Contractor prior to the start of any work. Additional requests may be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.

The exact location of all utilities shall be field verified by the Contractor before the installation of any components of the traffic signal system. For locations of utilities, locally owned equipment, and leased enforcement camera system facilities, the local Counties or Municipalities may need to be contacted: in the City of Chicago contact Digger at (312) 744-7000 and for all other locations contact J.U.L.I.E. at 1-800-892-0123 or 811.

Restoration of Work Area.

Add the following article to Section 801 of the Standard Specifications:

801.17 Restoration of work area. Restoration of the traffic signal work area shall be included in the related pay items such as foundation, conduit, handhole, underground raceways, etc. All roadway surfaces such as shoulders, medians, sidewalks, pavement, etc. shall be replaced in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded. All brick pavers disturbed in the work area shall be restored to their original configuration as directed by the Engineer. All damaged brick pavers shall be replaced with a comparable material approved by the Engineer. Restoration of the work area shall be included in the contract without any extra compensation allowed to the Contractor.

Bagging Signal Heads.

Light tan colored traffic and pedestrian signal reusable covers shall be used to cover dark/unenergized signal sections and visors. Covers shall be made of outdoor fabric with urethane coating for repelling water, have elastic fully sewn around the cover ends for a tight fit over the visor, and have a minimum of two straps with buckles to secure the cover to the backplate. A center mesh strip allows viewing without removal for signal status testing purposes. Covers shall include a message indicating the signal is not in service.

ELECTRIC SERVICE INSTALLATION

Effective: May 22, 2002 805.01TS

Revised: January 5, 2016

Revise Section 805 of the Standard Specifications to read:

Description.

This work shall consist of all materials and labor required to install, modify, or extend the electric service installation. All installations shall meet the requirements of the "District One Standard Traffic Signal Design Details".

General.

The electric service installation shall be the electric service disconnecting means and it shall be identified as suitable for use as service equipment.

The electric utility contact information is noted on the plans and represents the current information at the time of contract preparation. The Contractor must request in writing for service and/or service modification within 10 days of contract award and must follow-up with the electric utility to assure all necessary documents and payment are received by the utility. The Contractor shall forward copies of all correspondence between the contractor and utility company to the Engineer and Area Traffic Signal Maintenance and Operations Engineer. The service agreement and sketch shall be submitted for signature to the IDOT's Traffic Operations Programs Engineer.

Materials.

- a. General. The completed control panel shall be constructed in accordance with UL Std. 508A, Industrial Control Panel, and carry the UL label. Wire terminations shall be UL listed.
- b. Enclosures.
 - 1. Pole Mounted Cabinet. The cabinet shall be UL 50, NEMA Type 4X, unfinished single door design, fabricated from minimum 0.080-inch (2.03 mm) thick Type 5052 H-32 aluminum. Seams shall be continuous welded and ground smooth. Stainless steel screws and clamps shall secure the cover and assure a watertight seal. The cover shall be removable by pulling the continuous stainless steel hinge pin. The cabinet shall have an oil-resistant gasket and a lock kit shall be provided with an internal O-ring in the locking mechanism assuring a watertight and dust-tight seal. The cabinet shall be sized to adequately house all required components with extra space for arrangement and termination of wiring. A minimum size of 14-inches (350 mm) high, 9-inches (225 mm) wide and 8-inches (200 mm) in depth is required. The cabinet shall be channel mounted to a wooden utility pole using assemblies recommended by the vendor.

- 2. Ground Mounted Cabinet. The cabinet shall be UL 50, NEMA Type 3R unfinished single door design with back panel. The cabinet shall be fabricated from Type 5052 H-32 aluminum with the frame and door 0.125-inch (3.175 mm) thick, the top 0.250-inch (6.350 mm) thick and the bottom 0.500-inch (12.70 mm) thick. Seams shall be continuous welded and ground smooth. The door and door opening shall be double flanged. The door shall be approximately 80% of the front surface, with a full length tamperproof stainless steel .075-inch (1.91 mm) thick hinge bolted to the cabinet with stainless steel carriage bolts and nylocks nuts. The locking mechanism shall be slam-latch type with a keyhole cover. The cabinet shall be sized to adequately house all required components with extra space for arrangement and termination of wiring. A minimum size of 40-inches (1000 mm) high, 16-inches (400 mm) wide and 15-inches (375 mm) in depth is required. The cabinet shall be mounted upon a square Type A concrete foundation as indicated on the plans. The foundation is paid for separately.
- 3. All enclosures shall include a green external power indicator LED light with circuitry as shown in the Electrical Service-Panel Diagram detail sheet. For pole mounted service enclosures, the power indicator light shall be mounted as shown in the detail. For ground mounted enclosures, the power indicator light shall be mounted on the side of the enclosure most visible from the major roadway.
- c. Electric Utility Meter Housing and Riser. The electric meter housing and meter socket shall be supplied and installed by the contractor. Electric utility required risers, weather/service head and any other materials necessary for connection shall also be included in the pay item. Materials shall be in accordance with the electric utility's requirements. For ground-mounted service, the electric utility meter housing shall be mounted to the enclosure. The meter shall be supplied by the utility company. Metered service shall not be used unless specified in the plans.
- d. Surge Protector. Overvoltage protection, with LED indicator, shall be provided for the 120 volt load circuit by the means MOV and thermal fusing technology. The response time shall be <5n seconds and operate within a range of -40C to +85C. The surge protector shall be UL 1449 Listed.
- e. Circuit Breakers. Circuit breakers shall be standard UL listed molded case, thermalmagnetic bolt-on type circuit breakers with trip free indicating handles. 120 volt circuit breakers shall have an interrupting rating of not less than 65,000 rms symmetrical amperes. Unless otherwise indicated, the main disconnect circuit breaker for the traffic signal controller shall be rated 60 amperes, 120 V and the auxiliary circuit breakers shall be rated 10 amperes, 120 V.

- f. Fuses, Fuseholders and Power Indicating Light. Fuses shall be small-dimensional cylindrical fuses of the dual element time-delay type. The fuses shall be rated for 600 V AC and shall have a UL listed interrupting rating of not less than 10,000 rms symmetrical amperes at rated voltage. The power indicating light shall be LED type with a green colored lens and shall be energized when electric utility power is present.
- g. Ground and Neutral Bus Bars. A single copper ground and neutral bus bar, mounted on the equipment panel shall be provided. Ground and neutral conductors shall be separated on the bus bar. Compression lugs, plus 2 spare lugs, shall be sized to accommodate the cables with the heads of the connector screws painted green for ground connections and white for neutral connections.
- h. Utility Services Connection. The Contractor shall notify the Utility Company marketing representative a minimum of 30 working days prior to the anticipated date of hook-up. This 30 day advance notification will begin only after the Utility Company marketing representative has received service charge payments from the Contractor. Prior to contacting the Utility Company marketing representative for service connection, the service installation controller cabinet and cable must be installed for inspection by the Utility Company.
- i. Ground Rod. Ground rods shall be copper-clad steel, a minimum of 10 feet (3.0m) in length, and 3/4 inch (20mm) in diameter. Ground rod resistance measurements to ground shall be 25 ohms or less. If necessary additional rods shall be installed to meet resistance requirements at no additional cost to the contract.

Installation.

- a. General. The Contractor shall confirm the orientation of the traffic service installation and its door side with the engineer, prior to installation. All conduit entrances into the service installation shall be sealed with a pliable waterproof material.
- b. Pole Mounted. Brackets designed for pole mounting shall be used. All mounting hardware shall be stainless steel. Mounting height shall be as noted on the plans or as directed by the Engineer.
- c. Ground Mounted. The service installation shall be mounted plumb and level on the foundation and fastened to the anchor bolts with hot-dipped galvanized or stainless steel nuts and washers. The space between the bottom of the enclosure and the top of the foundation shall be caulked at the base with silicone.

Basis of Payment.

The service installation shall be paid for at the contract unit price each for SERVICE INSTALLATION of the type specified which shall be payment in full for furnishing and installing the service installation complete. The CONCRETE FOUNDATION, TYPE A, which includes the ground rod, shall be paid for separately. SERVICE INSTALLATION, POLE MOUNTED shall include the 3/4 inch (20mm) grounding conduit, ground rod, and pole mount assembly. Any charges by the utility companies shall be approved by the engineer and paid for as an addition to the contract according to Article 109.05 of the Standard Specifications.

GROUNDING OF TRAFFIC SIGNAL SYSTEMS

Effective: May 22, 2002 806.01TS

Revised: July 1, 2015

Revise Section 806 of the Standard Specifications to read:

<u>General</u>. All traffic signal systems, equipment and appurtenances shall be properly grounded in strict conformance with the NEC. This work shall be in accordance with IDOT's District One Traffic Signal Design Details.

The grounding electrode system shall include a ground rod installed with each traffic signal controller concrete foundation and all mast arm and post concrete foundations. An additional ground rod will be required at locations were measured resistance exceeds 25 ohms. Ground rods are included in the applicable concrete foundation or service installation pay item and will not be paid for separately.

Testing shall be according to Article 801.13 (a) (4) and (5).

- (a) The grounded conductor (neutral conductor) shall be white color coded. This conductor shall be bonded to the equipment grounding conductor only at the Electric Service Installation. All power cables shall include one neutral conductor of the same size.
- (b) The equipment grounding conductor shall be green color coded. The following is in addition to Article 801.04 of the Standard Specifications.
 - 1. Equipment grounding conductors shall be bonded to the grounded conductor (neutral conductor) only at the Electric Service Installation. The equipment grounding conductor is paid for separately and shall be continuous. The Earth shall not be used as the equipment grounding conductor.
 - 2. Equipment grounding conductors shall be bonded, using a UL Listed grounding connector, to all traffic signal mast arm poles, traffic signal posts, pedestrian posts, pull boxes, handhole frames and covers, conduits, and other metallic enclosures throughout the traffic signal wiring system, except where noted herein. Bonding shall be made with a splice and pigtail connection, using a sized compression type copper sleeve, sealant tape, and heat-shrinkable cap. A UL listed electrical joint compound shall be applied to all conductors' terminations, connector threads and contact points. Conduit grounding bushings shall be installed at all conduit terminations including spare or empty conduits.
 - 3. All metallic and non-metallic raceways shall have a continuous equipment grounding conductor, except raceways containing only detector loop lead-in circuits, circuits under 50 volts and/or fiber optic cable will not be required to include an equipment grounding conductor.
 - 4. Individual conductor splices in handholes shall be soldered and sealed with heat shrink. When necessary to maintain effective equipment grounding, a full cable heat shrink shall be provided over individual conductor heat shrinks.

The grounding electrode conductor shall be similar to the equipment grounding conductor in color coding (green) and size. The grounding electrode conductor is used to connect the ground rod to the equipment grounding conductor and is bonded to ground rods via exothermic welding, UL listed pressure connectors, and UL listed clamps.

COILABLE NON-METALLIC CONDUIT

Effective: May 22, 2002 810.01TS

Revised: July 1, 2015

Description.

This work shall consist of furnishing and installing empty coilable non-metallic conduit (CNC).

General.

The CNC installation shall be in accordance with Sections 810 and 811 of the Standard Specifications except for the following:

Add the following to Article 810.03 of the Standard Specifications:

CNC meeting the requirements of NEC Article 353 shall be used for detector loop raceways to the handholes.

Add the following to Article 811.03 of the Standard Specifications:

On temporary traffic signal installations with detector loops, CNC meeting the requirements of NEC Article 353 shall be used for detector loop raceways from the saw-cut to 10 feet (3m) up the wood pole, unless otherwise shown on the plans

Basis of Payment.

All installations of CNC for loop detection shall be included in the contract and not paid for separately.

UNDERGROUND RACEWAYS

Effective: May 22, 2002 810.02TS Revised: July 1, 2015

Revise Article 810.04 of the Standard Specifications to read:

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

Add the following to Article 810.04 of the Standard Specifications:

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

Add the following to Article 810.04 of the Standard Specifications:

"All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum or 300 mm (12") or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped.

The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap.

The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125") thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring."

HANDHOLES

Effective: January 01, 2002 814.01TS

Revised: July 1, 2015

Description.

Add the following to Section 814 of the Standard Specifications:

All conduits shall enter the handhole at a depth of 30 inches (762 mm) except for the conduits for detector loops when the handhole is less than 5 feet (1.52 m) from the detector loop. All conduit ends should be sealed with a waterproof sealant to prevent the entrance of contaminants into the handhole.

Steel cable hooks shall be coated with hot-dipped galvanization in accordance with AASHTO Specification M111. Hooks shall be a minimum of 1/2 inch (13 mm) diameter with two 90 degree bends and extend into the handhole at least 6 inches (152 mm). Hooks shall be placed a minimum of 12 inches (305 mm) below the lid or lower if additional space is required.

Precast round handholes shall not be used unless called out on the plans.

The cover of the handhole frame shall be labeled "Traffic Signals" with legible raised letters.

Revise the third paragraph of Article 814.03 of the Standard Specifications to read:

"Handholes shall be constructed as shown on the plans and shall be cast-in-place, or precast concrete units. Heavy duty handholes shall be either cast-in-place or precast concrete units."

Add the following to Article 814.03 of the Standard Specifications:

"(c) Precast Concrete. Precast concrete handholes shall be fabricated according to Article 1042.17. Where a handhole is contiguous to a sidewalk, preformed joint filler of 1/2 inch (13 mm) thickness shall be placed between the handhole and the sidewalk."

Cast-In-Place Handholes.

All cast-in-place handholes shall be concrete, with inside dimensions of 21-1/2 inches (546 mm) minimum. Frames and lid openings shall match this dimension.

For grounding purposes the handhole frame shall have provisions for a 7/16 inch (11 mm) diameter stainless steel bolt cast into the frame. The covers shall have a stainless steel threaded stint extended from the eye hook assembly for the purpose of attaching the grounding conductor to the handhole cover.

The minimum wall thickness for heavy duty hand holes shall be 12 inches (305mm).

Precast Round Handholes.

All precast handholes shall be concrete, with inside dimensions of 30 inches (762mm) diameter. Frames and covers shall have a minimum opening of 26 inches (660mm) and no larger than the inside diameter of the handhole.

For grounding purposes the handhole frame shall have provisions for a 7/16 inch (11 mm) diameter stainless steel bolt cast into the frame. For the purpose of attaching the grounding conductor to the handhole cover, the covers shall either have a 7/16 inch (11 mm) diameter stainless steel bolt cast into the cover or a stainless steel threaded stint extended from an eye hook assembly. A hole may be drilled for the bolt if one cannot be cast into the frame or cover. The head of the bolt shall be flush or lower than the top surface of the cover.

The minimum wall thickness for precast heavy duty hand holes shall be 6 inches (152 mm).

Precast round handholes shall be only produced by an approved precast vendor.

Materials.

Add the following to Section 1042 of the Standard Specifications:

"1042.17 Precast Concrete Handholes. Precast concrete handholes shall be according to Articles 1042.03(a)(c)(d)(e)."

GROUNDING CABLE

Effective: May 22, 2002 817.01TS

Revised: July 1, 2015

The cable shall meet the requirements of Section 817 of the "Standard Specifications," except for the following:

Add the following to Article 817.02 (b) of the Standard Specifications:

Unless otherwise noted on the Plans, traffic signal grounding conductor shall be one conductor, #6 gauge copper, with a green color coded XLP jacket.

The traffic signal grounding conductor shall be bonded, using a UL Listed grounding connector to all proposed and existing traffic signal mast arm poles and traffic/pedestrian signal posts, including push button posts. The grounding conductor shall be bonded to all proposed and existing pull boxes, handhole frames and covers and other metallic enclosures throughout the traffic signal wiring system and noted herein and detailed on the plans. The grounding conductor shall be bonded to conduit terminations using rated grounding bushings. Bonding to existing handhole frames and covers shall be paid for separately.

Add the following to Article 817.05 of the Standard Specifications:

Basis of Payment.

Grounding cable shall be measured in place for payment in foot (meter). Payment shall be at the contract unit price for ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C, which price includes all associated labor and material including grounding clamps, splicing, exothermic welds, grounding connectors, conduit grounding bushings, and other hardware.

MAINTENANCEOFEXISTINGTRAFFICSIGNALANDFLASHINGBEACONINSTALLATIONEffective: May 22, 2002Revised: July 1, 2015Revised: July 1, 2015850.01TS

General.

- 1. Full maintenance responsibility shall start as soon as the Contractor begins any physical work on the Contract or any portion thereof. If Contract work is started prior to a traffic signal inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection.
- 2. The Contractor shall have electricians with IMSA Level II certification on staff to provide signal maintenance. A copy of the certification shall be immediately available upon request of the Engineer.

- 3. This item shall include maintenance of all traffic signal equipment and other connected and related equipment such as flashing beacons, emergency vehicle pre-emption equipment, master controllers, uninterruptable power supply (UPS and batteries), PTZ cameras, vehicle detection, handholes, lighted signs, telephone service installations, communication cables, conduits to adjacent intersections, and other traffic signal equipment.
- 4. Regional transit, County and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as PTZ cameras, switches, transit signal priority (TSP and BRT) servers, radios and other devices that shall be included with traffic signal maintenance at no additional cost to the contract.
- 5. Maintenance shall not include Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, or peripheral equipment. This equipment is operated and maintained by the local municipality and should be de-activated while on contractor maintenance.
- 6. The energy charges for the operation of the traffic signal installation shall be paid for by the Contractor.

Maintenance.

- 1. The Contractor shall check all controllers every two (2) weeks, which will include visually inspecting all timing intervals, relays, detectors, and pre-emption equipment to ensure that they are functioning properly. The Contractor shall check signal system communications and phone lines to assure proper operation. This item includes, as routine maintenance, all portions of emergency vehicle pre-emption equipment. The Contractor shall maintain in stock at all times a sufficient amount of materials and equipment to provide effective temporary and permanent repairs. Prior to the traffic signal maintenance transfer, the contractor shall supply a detailed maintenance schedule that includes dates, locations, names of electricians providing the required checks and inspections along with any other information requested by the Engineer.
- 2. The Contractor is advised that the existing and/or span wire traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shut down the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.

- 3. The Contractor shall provide immediate corrective action when any part or parts of the system fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. When repairs at a signalized intersection require that the controller be disconnected or otherwise removed from normal operation, and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor shall be required to place stop signs (R1-1-36) at each approach of the intersection as a temporary means of regulating traffic. When the signals operate in flash, the Contractor shall furnish and equip all their vehicles assigned to the maintenance of traffic signal installations with a sufficient number of stop signs as specified herein. The Contractor shall maintain a sufficient number of spare stop signs in stock at all times to replace stop signs which may be damaged or stolen.
- 4. The Contractor shall provide the Engineer with 2 (two) 24 hour telephone numbers for the maintenance of the traffic signal installation and for emergency calls by the Engineer.
- 5. Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of the Standard Specifications and these special provisions.
- 6. The Contractor shall respond to all emergency calls from the Department or others within one (1) hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the contract. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the State's Electrical Maintenance Contractor perform the maintenance work. The Contractor shall be responsible for all of the State's Electrical Maintenance Contractor's costs and liquidated damages of \$1000 per day per occurrence. The State's Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The Contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Contractor to make reviews of the Existing Traffic Signal Installation that has been transferred to the Contractor for Maintenance.
- 7. Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.

- 8. Equipment included in this item that is damaged or not operating properly from any cause shall be replaced with new equipment meeting current District One traffic signal specifications and provided by the Contractor at no additional cost to the Contract and/or owner of the traffic signal system, all as approved by the Engineer. Final replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted. Cable splices outside the controller cabinet shall not be allowed.
- 9. Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, and peripheral equipment, damaged or not operating properly from any cause, shall be the responsibility of the municipality or the Automatic Traffic Enforcement Company per Permit agreement.
- 10. The Contractor shall be responsible to clear snow, ice, dirt, debris or other condition that obstructs visibility of any traffic signal display or access to traffic signal equipment.
- 11. The Contractor shall maintain the traffic signal in normal operation during short or long term loss of utility or battery back-up power at critical locations designated by the Engineer. Critical locations may include traffic signals interconnected to railroad warning devices, expressway ramps, intersection with an SRA route, critical corridors or other locations identified by the Engineer. Temporary power to the traffic signal must meet applicable NEC and OSHA guidelines and may include portable generators and/or replacement batteries. Temporary power to critical locations shall not be paid for separately but shall be included in the contract.
- 12. Temporary replacement of damaged or knockdown of a mast arm pole assembly shall require construction of a full or partial span wire signal installation or other method approved by the Engineer to assure signal heads are located overhead and over traveled pavement. Temporary replacement of mast arm mount signals with post mount signals will not be permitted.

Basis of Payment.

This work will be paid for at the contract unit price per each for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION. Each intersection will be paid for separately. Maintenance of a standalone and or not connected flashing beacon shall be paid for at the contract unit price for MAINTENANCE OF EXISITNG FLASHING BEACON INSTALLATION. Each flashing beacon will be paid for separately.

FULL-ACTUATED CONTROLLER AND CABINET

Effective: January 1, 2002 857.02TS Revised: July 1, 2015

Description.

This work shall consist of furnishing and installing a traffic actuated solid state digital controller in the controller cabinet of the type specified, meeting the requirements of Section 857 of the Standard Specifications, as modified herein, including malfunction management unit, load switches and flasher relays, with all necessary connections for proper operation.

If the intersection is part of an existing system and/or when specified in the plans, this work shall consist of furnishing and installing a(n) "Econolite" brand traffic actuated solid state controller.

Materials.

Add the following to Article 857.02 of the Standard Specifications:

For installation as a stand-alone traffic signal, connected to a closed loop system or integrated into an advance traffic management system (ATMS), controllers shall be Econolite ASC/3S-1000 or Eagle/Siemens M52 unless specified otherwise on the plans or elsewhere on these specifications. Only controllers supplied by one of the District One approved closed loop equipment suppliers will be allowed. Unless specified otherwise on the plans or these specifications, the controller shall be of the most recent model and software version supplied by the equipment supplier at the time of the traffic signal TURN-ON. A removable controller data key shall also be provided. Individual load switches shall be provided for each vehicle, pedestrian, and right turn over lap phase. The controller shall prevent phases from being skipped during program changes and after all preemption events and shall inhibit simultaneous display of circular yellow and yellow arrow indications.

For integration into an ATMS such as Centracs, Tactics, or TransSuite, the controller shall have the latest version of NTCIP software installed. For operation prior to integration into an ATMS, the controller shall maintain existing close loop management communications.

Add the following to Article 1074.03 of the Standard Specifications:

- (a) (6) Cabinets shall be designed for NEMA TS2 Type 1 operation. All cabinets shall be pre-wired for a minimum of eight (8) phases of vehicular, four (4) phases of pedestrian and four (4) phases of overlap operation.
- (b) (1) Revise "conflict monitor" to read "Malfunction Management Unit"
- (b) (5) Cabinets Provide 1/8" (3.2 mm) thick unpainted aluminum alloy 5052-H32. The surface shall be smooth, free of marks and scratches. All external hardware shall be stainless steel.
- (b) (6) Controller Harness Provide a TS2 Type 2 "A" wired harness in addition to the TS2 Type 1 harness.
- (b) (7) Surge Protection Shall be a 120VAC Single phase Modular filter Plug-in type, supplied from an approved vendor.
- (b) (8) BIU shall be secured by mechanical means.

- (b) (9) Transfer Relays Solid state or mechanical flash relays are acceptable.
- (b) (10) Switch Guards All switches shall be guarded.
- (b) (11) Heating One (1) 200 watt, thermostatically-controlled, electric heater.
- (b) (12) Lighting One (1) LED Panel shall be placed inside the cabinet top panel and one (1) LED Panel shall be placed on each side of the pull-out drawer/shelf assembly located beneath the controller support shelf. The LED Panels shall be controlled by a door switch. The LED Panels shall be provided from an approved vendor.
- (b) (13) The cabinet shall be equipped with a pull-out drawer/shelf assembly. A 1 ½ inch (38mm) deep drawer shall be provided in the cabinet, mounted directly beneath the controller support shelf. The drawer shall have a hinged top cover and shall be capable of accommodating one (1) complete set of cabinet prints and manuals. This drawer shall support 50 lbs. (23 kg) in weight when fully extended. The drawer shall open and close smoothly. Drawer dimensions shall make maximum use of available depth offered by the controller shelf and be a minimum of 18 inches (610mm) wide.
- (b) (14) Plan & Wiring Diagrams 12" x 15" (305mm x 406mm) moisture sealed container attached to door.
- (b) (15) Detector Racks Fully wired and labeled for four (4) channels of emergency vehicle pre-emption and sixteen channels (16) of vehicular operation.
- (b) (16) Field Wiring Labels All field wiring shall be labeled.
- (b) (17) Field Wiring Termination Approved channel lugs required.
- (b) (18) Power Panel Provide a nonconductive shield.
- (b) (19) Circuit Breaker The circuit breaker shall be sized for the proposed load but shall not be rated less than 30 amps.
- (b) (20) Police Door Provide wiring and termination for plug in manual phase advance switch.

Basis of Payment.

This work will be paid for at the contract unit price each for FULL-ACTUATED CONTROLLER AND TYPE IV CABINET; FULL-ACTUATED CONTROLLER AND TYPE V CABINET; FULL-ACTUATED CONTROLLER AND TYPE SUPER P CABINET; FULL-ACTUATED CONTROLLER AND TYPE SUPER R CABINET; FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL; FULL-ACTUATED CONTROLLER AND TYPE V CABINET, SPECIAL; FULL-ACTUATED CONTROLLER AND TYPE SUPER P CABINET (SPECIAL); FULL-ACTUATED CONTROLLER AND TYPE SUPER R CABINET (SPECIAL).

UNINTERRUPTABLE POWER SUPPLY, SPECIAL

Effective: January 1, 2013 862.01TS

Revised: January 5, 2016

This work shall be in accordance with section 862 of the Standard Specification except as modified herein

Add the following to Article 862.01 of the Standard Specifications:

The UPS shall have the power capacity to provide normal operation of a signalized intersection that utilizes all LED type signal head optics, for a minimum of 10 (ten) hours.

Add the following to Article 862.02 of the Standard Specifications:

Materials shall be according to Article 1074.04 as modified in UNINTERRUPTABLE POWER SUPPLY, SPECIAL.

Add the following to Article 862.03 of the Standard Specifications:

The UPS shall additionally include, but not be limited to, a battery cabinet, where applicable. For Super-P (Type IV) and Super-R (Type V) cabinets, the battery cabinet is integrated to the traffic signal cabinet, and shall be included in the cost for the traffic signal cabinet of the size and type indicated on the plans.

The UPS shall provide reliable emergency power to the traffic signals in the event of a power failure or interruption.

Revise Article 862.04 of the Standard Specifications to read:

Installation.

When a UPS is installed at an existing traffic signal cabinet, the UPS cabinet shall partially rest on the lip of the existing controller cabinet foundation and be secured to the existing controller cabinet by means of at least four (4) stainless steel bolts. The UPS cabinet shall be completely enclosed with the bottom and back constructed of the same material as the cabinet.

When a UPS is installed at a new signal cabinet and foundation, it shall be mounted as shown on the plans.

At locations where UPS is installed and an Emergency Vehicle Priority System is in use, any existing incandescent confirmation beacons shall be replaced with LED lamps in accordance with the District One Emergency Vehicle Priority System specification at no additional cost to the contract. A concrete apron shall be provided and be in accordance with Articles 424 and 202 of the Standard Specifications. The concrete apron shall also, follow the District 1 Standard Traffic Signal Design Detail, Type D for Ground Mounted Controller Cabinet and UPS Battery Cabinet.

This item shall include any required modifications to an existing traffic signal controller as a result of the addition of the UPS including the addition of alarms.

Materials.

Revise Article 1074.04(a)(1) of the Standard Specifications to read:

The UPS shall be line interactive or double conversion and provide voltage regulation and power conditioning when utilizing utility power. The UPS shall be sized appropriately for the intersection(s) normal traffic signal operating load. The UPS must be able to maintain the intersection's normal operating load plus 20 percent (20%) of the intersection's normal operating load. When installed at a railroad-interconnected intersection the UPS must maintain the railroad pre-emption load, plus 20 percent (20%) of the railroad preemption-operating load. The total connected traffic signal load shall not exceed the published ratings for the UPS.

The UPS shall provide a minimum of 10 (ten) hours of normal operation run-time for signalized intersections with LED type signal head optics at 77 °F (25 °C) (minimum 1000 W active output capacity, with 86 percent minimum inverter efficiency).

Revise the first paragraph of Article 1074.04(a)(3) of the Standard Specifications to read:

The UPS shall have a minimum of four (4) sets of normally open (NO) and normally closed (NC) single-pole double-throw (SPDT) relay contact closures, available on a panel mounted terminal block or locking circular connectors, rated at a minimum 120 V/1 A, and labeled so as to identify each contact according to the plans.

Revise Article 1074.04(a)(10) of the Standard Specifications to read:

The UPS shall be compatible with the District's approved traffic controller assemblies utilizing NEMA TS 1 or NEMA TS 2 controllers and cabinet components for full time operation.

Revise Article 1074.04(a)(17) of the Standard Specifications to read:

When the intersection is in battery backup mode, the UPS shall bypass all internal cabinet lights, ventilation fans, cabinet heaters, service receptacles, luminaires, any lighted street name signs, any automated enforcement equipment and any other devices directed by the Engineer.

Revise Article 1074.04(b)(2)b of the Standard Specifications to read:

Batteries, inverter/charger and power transfer relay shall be housed in a separate NEMA Type 3R cabinet. The cabinet shall be Aluminum alloy, 5052-H32, 0.125-inch thick and have a natural mill finish.

Revise Article 1074.04(b)(2)c of the Standard Specifications to read:

No more than three batteries shall be mounted on individual shelves for a cabinet housing six batteries and no more than four batteries per shelf for a cabinet housing eight batteries.

Revise Article 1074.04(b)(2)e of the Standard Specifications to read:

The battery cabinet housing shall have the following nominal outside dimensions: a width of 25 in. (785 mm), a depth of 16 in. (440 mm), and a height of 41 to 48 in. (1.1 to 1.3 m). Clearance between shelves shall be a minimum of 10 in. (250 mm).

End of paragraph 1074.04(b)(2)e

The door shall be equipped with a two position doorstop, one a 90° and one at 120°.

Revise Article 1074.04(b)(2)g of the Standard Specifications to read:

The door shall open to the entire cabinet, have a neoprene gasket, an Aluminum continuous piano hinge with stainless steel pin, and a three point locking system. The cabinet shall be provided with a main door lock which shall operate with a traffic industry conventional No. 2 key. Provisions for padlocking the door shall be provided.

Add the following to Article 1074.04(b)(2) of the Standard Specifications:

j. The battery cabinet shall have provisions for an external generator connection.

Add the following to Article 1074.04(c) of the Standard Specifications:

- (8) The UPS shall include a tip or kill switch installed in the battery cabinet, which shall completely disconnect power from the UPS when the switch is manually activated.
- (9) The UPS shall include standard RS-232 and internal Ethernet interface.
- (10) The UPS shall incorporate a flanged electric generator inlet for charging the batteries and operating the UPS. The generator connector shall be male type, twist-lock, rated as 15A, 125VAC with a NEMA L5-15P configuration and weatherproof lift cover plate. Access to the generator inlet shall be from a secured weatherproof lift cover plate or behind a locked battery cabinet police panel.
- (11) The bypass switch shall include an internal power transfer relay that allows removal of the battery back-up unit, while the traffic signal is connected to utility power, without impacting normal traffic signal operation.

Revise Article 1074.04(d)(3) of the Standard Specifications to read:

All batteries supplied in the UPS shall be either gel cell or AGM type, deep cycle, completely sealed, prismatic lead calcium based, silver alloy, valve regulated lead acid (VRLA) requiring no maintenance. All batteries in a UPS installation shall be the same type; mixing of gel cell and AGM types within a UPS installation is not permitted.

Revise Article 1074.04(d)(4) of the Standard Specifications to read:

Batteries shall be certified by the manufacturer to operate over a temperature range of -13 to 160 °F (-25 to + 71 °C) for gel cell batteries and -40 to 140 °F (-40 to + 60 °C) for AGM type batteries.

Add the following to Article 1074.04(d) of the Standard Specifications:

- (9) The UPS shall consist of an even number of batteries that are capable of maintaining normal operation of the signalized intersection for a minimum of 10 (ten) hours. Calculations shall be provided showing the number of batteries of the type supplied that are needed to satisfy this requirement. A minimum of four batteries shall be provided.
- (10) Battery Heater mats shall be provided, when gel cell type batteries are supplied.

Add the following to the Article 1074.04 of the Standard Specifications:

- (e) Warranty. The warranty for an uninterruptable power supply (UPS) and batteries (full replacement) shall cover a minimum of 5 years from date the equipment is placed in operation.
- (f) Installation. Bypass switch shall completely disconnect the traffic signal cabinet from the utility provider.

(g) The UPS shall be set-up to run the traffic signal continuously, without going to a red flashing condition, when switched to battery power unless otherwise directed by the Engineer. The Contractor shall confirm set-up with the Engineer. The continuous operation mode when switched to battery may require modification to unit connections and these modifications are included in the unit price for this item.

Revise Article 862.05 of the Standard Specifications to read:

Basis of Payment.

This work will be paid for at the contract unit price per each for UNINTERRUPTABLE POWER SUPPLY, SPECIAL or UNINTERRUPTABLE POWER SUPPLY AND CABINET, SPECIAL. Replacement of Emergency Vehicle Priority System confirmation beacons and any required modifications to the traffic signal controller shall be included in the cost of the UNINTERRUPTABLE POWER SUPPLY, SPECIAL or UNINTERRUPTABLE POWER SUPPLY AND CABINET, SPECIAL item. The concrete apron and earth excavation required shall be included in the cost of the UNINTERRUPTABLE POWER SUPPLY AND CABINET, SPECIAL item.

ELECTRIC CABLE

Effective: May 22, 2002 873.01TS

Revised: July 1, 2015

Delete "or stranded, and No. 12 or" from the last sentence of Article 1076.04 (a) of the Standard Specifications.

Add the following to the Article 1076.04(d) of the Standard Specifications:

Service cable may be single or multiple conductor cable.

EMERGENCY VEHICLE PRIORITY SYSTEM LINE SENSOR CABLE, NO. 20 3/C

Revised: July 1, 2015

Effective: January 1, 2013 873.03TS

This work shall consist of furnishing and installing lead-in cable for light detectors installed at existing and/or proposed traffic signal installations as part of an emergency vehicle priority system. The work includes installation of the lead-in cables in existing and/or new conduit. The electric cable shall be shielded and have (3) stranded conductors, colored blue, orange, and yellow with a stranded tinned copper drain wire. The cable shall meet the requirements of the vendor of the Emergency Vehicle Priority System Equipment.

Basis of Payment.

This work will be paid for at the contract unit price per foot for EMERGENCY VEHICLE PRIORITY SYSTEM LINE SENSOR CABLE, NO. 20 3/C, which price shall be payment in full for furnishing, installing and making all electrical connections necessary for proper operations.

TRAFFIC SIGNAL POST

Effective: May 22, 2002 875.01TS

Revised: July 01, 2015

Add the following to Article 1077.01 (c) of the Standard Specifications:

Washers for post bases shall be the same size or larger than the nut.

Revise the first sentence of Article 1077.01 (d) of the Standard Specifications to read:

All posts and bases shall be steel and hot dipped galvanized according to AASHTO M 111. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with 851.01TS TRAFFIC SIGNAL PAINTING Special Provisions.

MAST ARM ASSEMBLY AND POLE

Effective: May 22, 2002 877.01TS Revised: July 01, 2015

Revise the second sentence of Article 1077.03 (a)(3) of the Standard Specifications to read:

Traffic signal mast arms shall be one piece construction, unless otherwise approved by the Engineer.

Add the following to Article 1077.03 (a)(3) of the Standard Specifications:

If the Department approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with 851.01TS TRAFFIC SIGNAL PAINTING Special Provisions.

CONCRETE FOUNDATIONS

Effective: May 22, 2002

878.01TS

Revised: July 01, 2015

Add the following to Article 878.03 of the Standard Specifications:

All anchor bolts shall be according to Article 1006.09, with all anchor bolts hot dipped galvanized a minimum of 12 in. (300 mm) at the threaded end.

Foundations used for Combination Mast Arm Poles shall provide an extra 2-1/2 inch (65 mm) raceway.

No foundation is to be poured until the Resident Engineer gives his/her approval as to the depth of the foundation.

Add the following to the first paragraph of Article 878.05 of the Standard Specifications:

The price shall include a concrete apron in front of the cabinet and UPS as shown in the plans or as directed by the engineer.

LIGHT EMITTING DIODE (LED) SIGNAL HEAD AND OPTICALLY PROGRAMMED LED SIGNAL HEAD

Effective: May 22, 2002 880.01TS Revised: July 1, 2015

Materials.

Add the following to Section 1078 of the Standard Specifications:

- 1. LED modules proposed for use and not previously approved by IDOT District One will require independent testing for compliance to current VTCSH-ITE standards for the product and be Intertek ETL Verified. This would include modules from new vendors and new models from IDOT District One approved vendors.
- 2. The proposed independent testing facility shall be approved by IDOT District One. Independent testing must include a minimum of two (2) randomly selected modules of each type of module (i.e. ball, arrow, pedestrian, etc.) used in the District and include as a minimum Luminous Intensity and Chromaticity tests. However, complete module performance verification testing may be required by the Engineer to assure the accuracy of the vendor's published data and previous test results. An IDOT representative will select sample modules from the local warehouse and mark the modules for testing. Independent test results shall meet current ITE standards and vendor's published data. Any module failures shall require retesting of the module type. All costs associated with the selection of sample modules, testing, reporting, and retesting, if applicable, shall be the responsibility of the LED module vendor and not be a cost to this contract.
- 3. All signal heads shall provide 12" (300 mm) displays with glossy yellow or black polycarbonate housings. All head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all signals heads are being replaced, the proposed head housings shall be black. Where only selected heads are being replaced, the proposed head housing color (yellow or black) shall match existing head housings. Connecting hardware and mounting brackets shall be polycarbonate (black). A corrosion resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on. Post top mounting collars are required on all posts, and shall be constructed of the same material as the brackets.

4. The LED signal modules shall be replaced or repaired if an LED signal module fails to function as intended due to workmanship or material defects within the first <u>7 years</u> from the date of traffic signal TURN-ON. LED signal modules which exhibit luminous intensities less than the minimum values specified in Table 1 of the ITE Vehicle Traffic Control Signal Heads: Light Emitting Diode (LED) Circular Signal Supplement (June 27, 2005) [VTSCH], or applicable successor ITE specifications, or show signs of entrance of moisture or contaminants within the first <u>7 years</u> of the date of traffic signal TURN-ON shall be replaced or repaired. The vendor's written warranty for the LED signal modules shall be dated, signed by a vendor's representative and included in the product submittal to the State.

(a) Physical and Mechanical Requirements

- 1. Modules can be manufactured under this specification for the following faces:
 - a. 12 inch (300 mm) circular, multi-section
 - b. 12 inch (300 mm) arrow, multi-section
- 2. The maximum weight of a module shall be 4 lbs. (1.8 kg).
- 3. Each module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.), and shall be weather proof after installation and connection.
- 5. The lens of the module shall be tinted with a wavelength-matched color to reduce sun phantom effect and enhance on/off contrast. The tinting shall be uniform across the lens face. Polymeric lens shall provide a surface coating or chemical surface treatment applied to provide abrasion resistance. The lens of the module shall be integral to the unit, convex with a smooth outer surface and made of plastic. The lens shall have a textured surface to reduce glare.
- 6. The use of tinting or other materials to enhance ON/OFF contrasts shall not affect chromaticity and shall be uniform across the face of the lens.
- 7. Each module shall have a symbol of the type of module (i.e. circle, arrow, etc.) in the color of the module. The symbol shall be 1 inch (25.4 mm) in diameter. Additionally, the color shall be written out in 1/2 inch (12.7mm) letters next to the symbol.
- (b) Photometric Requirements
 - 4. The LEDs utilized in the modules shall be AlInGaP technology for red and InGaN for green and amber indications, and shall be the ultra bright type rated for 100,000 hours of continuous operation from -40 °C to +74 °C.

(c) Electrical

- 1. Maximum power consumption for LED modules is per Table 2.
- 2. Operating voltage of the modules shall be 120 VAC. All parameters shall be measured at this voltage.
- 3. The modules shall be operationally compatible with currently used controller assemblies (solid state load switches, flashers, and conflict monitors).
- 4. When a current of 20 mA AC (or less) is applied to the unit, the voltage read across the two leads shall be 15 VAC or less.
- 5. The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.
- 6. LED arrows shall be wired such that a catastrophic loss or the failure of one or more LED will not result in the loss of the entire module.
- (d) Retrofit Traffic Signal Module
 - 1. The following specification requirements apply to the Retrofit module only. All general specifications apply unless specifically superseded in this section.
 - 2. Retrofit modules can be manufactured under this specification for the following faces:
 - a. 12 inch (300 mm) circular, multi-section
 - b. 12 inch (300 mm) arrow, multi-section
 - Each Retrofit module shall be designed to be installed in the doorframe of a standard traffic signal housing. The Retrofit module shall be sealed in the doorframe with a onepiece EPDM (ethylene propylene rubber) gasket.
 - 4. The maximum weight of a Retrofit module shall be 4 lbs. (1.8 kg).
 - 5. Each Retrofit module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.), and shall be weather proof after installation and connection.
 - 6. Electrical conductors for modules, including Retrofit modules, shall be 39.4 inches (1m) in length, with quick disconnect terminals attached.
 - 7. The lens of the Retrofit module shall be integral to the unit, shall be convex with a smooth outer surface and made of plastic or of glass.

- (e) The following specification requirements apply to the 12 inch (300 mm) arrow module only. All general specifications apply unless specifically superseded in this section.
 - The arrow module shall meet specifications stated in Section 9.01 of the Equipment and Material Standards of the Institute of Transportation Engineers (November 1998) [ITE Standards], Chapter 2 (Vehicle Traffic Control Signal Heads) or applicable successor ITE specifications for arrow indications.
 - 2. The LEDs arrow indication shall be a solid display with a minimum of three (3) outlining rows of LEDs and at least one (1) fill row of LEDs.
- (f) The following specification requirement applies to the 12 inch (300 mm) programmed visibility (PV) module only. All general specifications apply unless specifically superseded in this section.
 - 1. The LED module shall be a module designed and constructed to be installed in a programmed visibility (PV) signal housing without modification to the housing.

Basis of Payment.

Add the following to the first paragraph of Article 880.04 of the Standard Specifications:

The price shall include furnishing the equipment described above, all mounting hardware and installing them in satisfactory operating condition.

Revise the second paragraph of Article 880.04 of the Standard Specifications to read:

If the work consists of retrofitting an existing polycarbonate traffic signal head with light emitting diodes (LEDs), it will be paid for as a SIGNAL HEAD, LED, RETROFIT, of the type specified, and of the particular kind of material, when specified. Price shall be payment in full for removal of the existing module, furnishing the equipment described above including LED modules, all mounting hardware, and installing them in satisfactory operating condition. The type specified will indicate the number of signal faces, the number of signal sections in each signal face and the method of mounting.

LIGHT EMITTING DIODE (LED) PEDESTRIAN SIGNAL HEAD

Effective: May 22, 2002 881.01TS Revised: July 1, 2015

Add the following to the third paragraph of Article 881.03 of the Standard Specifications:

No mixing of different types of pedestrian traffic signals or displays will be permitted.

Add the following to Article 881.03 of the Standard Specifications:

- (a) Pedestrian Countdown Signal Heads.
 - (1) Pedestrian Countdown Signal Heads shall not be installed at signalized intersections where traffic signals and railroad warning devices are interconnected.
 - (2) Pedestrian Countdown Signal Heads shall be 16 inch (406mm) x 18 inch (457mm), for single units with glossy yellow or black polycarbonate housings. All pedestrian head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all pedestrian heads are being replaced, the proposed head housings shall be black. Where only selected heads are being replaced, the proposed head housing color (yellow or black) shall match existing head housings. Connecting hardware and mounting brackets shall be polycarbonate (black). A corrosion resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turnon.
 - (3) Each pedestrian signal LED module shall be fully MUTCD compliant and shall consist of double overlay message combining full LED symbols of an Upraised Hand and a Walking Person. "Egg Crate" type sun shields are not permitted. Numerals shall measure 9 inches (229mm) in height and easily identified from a distance of 120 feet (36.6m).

Materials.

Add the following to Article 1078.02 of the Standard Specifications:

General.

1. The module shall operate in one mode: Clearance Cycle Countdown Mode Only. The countdown module shall display actual controller programmed clearance cycle and shall start counting when the flashing clearance signal turns on and shall countdown to "0" and turn off when the steady Upraised Hand (symbolizing Don't Walk) signal turns on. Module shall not have user accessible switches or controls for modification of cycle.

2. At power on, the module shall enter a single automatic learning cycle. During the automatic learning cycle, the countdown display shall remain dark.

3. The module shall re-program itself if it detects any increase or decrease of Pedestrian Timing. The counting unit will go blank once a change is detected and then take one complete pedestrian cycle (with no counter during this cycle) to adjust its buffer timer.

4. If the controller preempts during the Walking Person (symbolizing Walk), the countdown will follow the controller's directions and will adjust from Walking Person to flashing Upraised Hand. It will start to count down during the flashing Upraised Hand.

5. If the controller preempts during the flashing Upraised Hand, the countdown will continue to count down without interruption.

6. The next cycle, following the preemption event, shall use the correct, initially programmed values.

7. If the controller output displays Upraised Hand steady condition and the unit has not arrived to zero or if both the Upraised Hand and Walking Person are dark for some reason, the unit suspends any timing and the digits will go dark.

8. The digits will go dark for one pedestrian cycle after loss of power of more than 1.5 seconds.

9. The countdown numerals shall be two (2) "7 segment" digits forming the time display utilizing two rows of LEDs.

10. The LED module shall meet the requirements of the Institute of Transportation Engineers (ITE) LED purchase specification, "Pedestrian Traffic Control Signal Indications - Part 2: LED Pedestrian Traffic Signal Modules," or applicable successor ITE specifications, except as modified herein.

11. The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.

12. In the event of a power outage, light output from the LED modules shall cease instantaneously.

13. The LEDs utilized in the modules shall be AllnGaP technology for Portland Orange (Countdown Numerals and Upraised Hand) and GaN technology for Lunar White (Walking Person) indications.

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

Basis of Payment.

Add the following to the first paragraph of Article 881.04 of the Standard Specifications:

The price shall include furnishing the equipment described above, all mounting hardware and installing them in satisfactory operating condition.

Add the following to Article 881.04 of the Standard Specifications:

If the work consists of retrofitting an existing polycarbonate pedestrian signal head and pedestrian countdown signal head with light emitting diodes (LEDs), it will be paid for as a PEDESTRIAN SIGNAL HEAD, LED, RETROFIT, of the type specified, and of the particular kind of material, when specified. Price shall be payment in full for furnishing the equipment described above including LED modules, all mounting hardware, and installing them in satisfactory operating condition.

TRAFFIC SIGNAL BACKPLATE

Effective: May 22, 2002 882.01TS

Revised: July 1, 2015

Delete 1st sentence of Article 1078.03 of the Standard Specifications and add "All backplates shall be louvered, formed ABS plastic".

Add the following to the third paragraph of Article 1078.03 of the Standard Specifications. The retroreflective backplate shall not contain louvers.

Delete second sentence of the fourth paragraph of Article 1078.03 the Standard Specifications.

Add the following to the fourth paragraph of Article 1078.03 of the Standard Specifications:

When retro reflective sheeting is specified, it shall be Type ZZ sheeting according to Article 1091.03 and applied in preferred orientation for the maximum angularity according to the vendor's recommendations. The retroreflective sheeting shall be installed under a controlled environment at the vendor/equipment supplier before shipment to the contractor. The formed plastic backplate shall be prepared and cleaned, following recommendations of the retroreflective sheeting manufacturer.

DETECTOR LOOP

Effective: May 22, 2002 886.01TS Revised: January 5, 2016

Procedure.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall mark the proposed loop locations and contact the Area Traffic Signal Maintenance and Operations Engineer (847) 705-4424 to inspect and approve the layout. When preformed detector loops are installed, the Contractor shall have them inspected and approved prior to the pouring of the Portland cement concrete surface, using the same notification process as above.

Installation.

Revise Article 886.04 of the Standard Specifications to read:

Loop detectors shall be installed according to the requirements of the "District One Standard Traffic Signal Design Details." Saw-cuts (homeruns on preformed detector loops) from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut (homerun on preformed detector loops) unless directed otherwise by the Engineer or as shown on the plan.

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

Each loop detector lead-in wire shall be labeled in the handhole using a water proof tag, from an approved vendor, secured to each wire with nylon ties.

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

- (a) Type I. All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement, curb and handhole shall be cut with a 1/4 inch (6.3 mm) deep x 4 inches (100 mm) saw cut to mark location of each loop cable.
- (b) Loop sealant shall be two-component thixotropic chemically cured polyurethane from an approved vendor. The sealant shall be installed 1/8 inch (3 mm) below the pavement surface. If installed above the surface the excess shall be removed immediately.
- (c) Preformed. This work shall consist of furnishing and installing a rubberized or cross linked polyethylene heat resistant preformed traffic signal loop in accordance with the Standard Specifications, except for the following:
- (d) Preformed detector loops shall be installed in new pavement constructed of Portland cement concrete using mounting chairs or tied to re-bar or the preformed detector loops may be placed in the sub-base. Loop lead-ins shall be extended to a temporary protective enclosure near the proposed handhole location. The protective enclosure shall provide sufficient protection from other construction activities and may be buried for additional protection.
- (e) Handholes shall be placed next to the shoulder or back of curb when preformed detector loops enter the handhole. CNC, included in this pay item, shall be used to protect the preformed lead-ins from back of curb to the handhole.
- (f) Preformed detector loops shall be factory assembled with ends capped and sealed against moisture and other contaminants. The loop configurations and homerun lengths shall be assembled for the specific application. The loop and homerun shall be constructed using 11/16 inch (17.2 mm) outside diameter (minimum), 3/8 inch (9.5 mm) inside diameter (minimum) Class A oil resistant synthetic cord reinforced hydraulic hose with 250 psi (1,720 kPa) internal pressure rating or a similarly sized XLPE cable jacket. Hose for the loop and homerun assembly shall be one continuous piece. No joints or splices shall be allowed in the hose except where necessary to connect homeruns to the loops. This will provide maximum wire protection and loop system strength. Hose tee connections shall be heavy duty high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing glue joints. The tee shall have the same flexible properties as the hose to insure that the whole assembly can conform to pavement movement and shifting without cracking or breaking. For XLPE jacketed preformed loops, all splice connections shall be soldered, sealed, and tested before being sealed in a high impact glass impregnated plastic splice enclosure. The wire used shall be #16 THWN stranded copper. The number of turns in the loop shall be application specific. Homerun wire pairs shall be twisted a minimum of four turns per foot. No wire splices will be allowed in the preformed loop assembly. The loop and homeruns shall be filled and sealed with a flexible sealant to insure complete moisture blockage and further protect the wire. The preformed loops shall be constructed to allow a minimum of 6.5 feet of extra cable in the handhole.

Method of Measurement.

Add the following to Article 886.05 of the Standard Specifications:

Preformed detector loops will be measured along the detector loop embedded in the pavement, rather than the actual length of the wire. Detector loop measurements shall include the saw cut and the length of the detector loop wire to the edge of pavement. The detector loop wire, including all necessary connections for proper operations, from the edge of pavement to the handhole, shall be included in the price of the detector loop. CNC, trench and backfill, and drilling of pavement or handholes shall be included in detector loop quantities.

Basis of Payment.

This work shall be paid for at the contract unit price per foot (meter) for DETECTOR LOOP, TYPE I or PREFORMED DETECTOR LOOP as specified in the plans, which price shall be payment in full for furnishing and installing the detector loop and all related connections for proper operation.

RADAR VEHICLE DETECTION SYSTEM

Effective: July 01, 2015 886.03TS Revised:

<u>Description.</u> This work shall consist of furnishing and installing a radar vehicle detection system as specified and/or as shown on the plan. This pay item shall include all necessary work and equipment required to have a fully operational system including but not limited to the detector unit/s, the interface unit and all the necessary hardware, cable and accessories required to complete the installation in accordance with the manufacturer's specifications.

The radar vehicle detection system shall work under all weather conditions, including rain, freezing rain, snow, wind, dust, fog, and changes in temperature and light. It shall work in an ambient temperature range of -34 to 74 degrees Celsius. It shall have a max power output of 75 watts or less.

The radar vehicle detection system shall be compatible with the District's approved traffic controller assemblies utilizing NEMA TS 1 or NEMA TS 2 controllers and cabinet components for full time operation. The radar vehicle detection system shall provide a minimum of one interface unit that has Ethernet connectivity, surge protection and shall be capable of supporting a minimum of 4 detector units.

The far back radar detection shall have a detection range of 400 feet or better.

A representative from the supplier of the radar vehicle detection system shall supervise the installation and testing of the radar vehicle detection system and shall be present at the traffic signal turn-on inspection. Once the radar vehicle detection system is configured, it shall not need reconfiguration to maintain performance, unless the roadway configuration or the application requirements change.

The mounting location/s of the detector unit/s shall be per the manufacturer's recommendations. If an extension mounting assembly is needed, it shall be included in this item. All holes drilled into signal poles, mast arms, or posts shall require rubber grommets to prevent chafing of wires.

The radar vehicle detection system shall be warrantied, free from material and workmanship defects for a period of two years from final inspection.

<u>Basis of Payment.</u> This work shall be paid for at the contract unit price each for RADAR VEHICLE DETECTION SYSTEM, SINGLE APPROACH, STOP BAR; RADAR VEHICLE DETECTION SYSTEM, SINGLE APPROACH, FAR BACK; RADAR VEHICLE DETECTION SYSTEM, SINGLE APPROACH, STOP BAR AND FAR BACK, the price of which shall include the cost for all of the work and material described herein and includes furnishing, installing, delivery, handling, testing, set-up and all appurtenances and mounting hardware necessary for a fully operational radar vehicle detection system.

EMERGENCY VEHICLE PRIORITY SYSTEM

Effective: May 22, 2002 887.01TS Revised: July 1, 2015

Revise Section 887 of the Standard Specifications to read:

It shall be the Contractor's responsibility to contact the municipality or fire district to verify the brand of emergency vehicle pre-emption equipment to be installed prior to the contract bidding. The equipment must be completely compatible with all components of the equipment currently in use by the Agency.

All new installations shall be equipped with Confirmation Beacons as shown on the "District One Standard Traffic Signal Design Details." The Confirmation Beacon shall consist of a 6 watt Par 38 LED flood lamp with a 30 degree light spread, or a 7 watt Par 30 LED flood lamp with a 15 degree or greater spread, maximum 7 watt energy consumption at 120V, and a 2,000 hour warranty for each direction of pre-emption. The lamp shall have an adjustable mount with a weatherproof enclosure for cable splicing. All hardware shall be cast aluminum or stainless steel. Holes drilled into signal poles, mast arms, or posts shall require rubber grommets. In order to maintain uniformity between communities, the confirmation beacons shall indicate when the control equipment receives the pre-emption signal. The pre-emption movement shall be signalized by a flashing indication at the rate specified by Section 4L.01 of the "Manual on Uniform Traffic Control Devices," and other applicable sections of future editions. The stopped pre-empted movements shall be signalized by a continuous indication.

All light operated systems shall include security and transit preemption software and operate at a uniform rate of 14.035 Hz ±0.002, or as otherwise required by the Engineer, and provide compatible operation with other light systems currently being operated in the District.

This item shall include any required modifications to an existing traffic signal controller as a result of the addition of the EMERGENCY VEHICLE PRIORITY SYSTEM.

Basis of Payment.

The work shall be paid for at the contract unit price each for furnishing and installing LIGHT DETECTOR and LIGHT DETECTOR AMPLIFIER. Furnishing and installing the confirmation beacon shall be included in the cost of the Light Detector. Any required modifications to the traffic signal controller shall be included in the cost of the LIGHT DETECTOR AMPLIFIER. The preemption detector amplifier shall be paid for on a basis of (1) one each per intersection controller and shall provide operation for all movements required in the pre-emption phase sequence.

PEDESTRIAN PUSH-BUTTON

Effective: May 22, 2002 888.01TS Revised: July 1, 2015

Description.

Revise Article 888.01 of the Standard Specifications to read:

This work shall consist of furnishing and installing a latching (single call) or non-latching (dual call) pedestrian push-button and a regulatory pedestrian instruction sign according to MUTCD, sign series R10-3e 9" x 15" sign with arrow(s) for a count-down pedestrian signal. The pedestrian station sign size without count-down pedestrian signals shall accommodate a MUTCD sign series R10-3b or R10-3d 9" x 12" sign with arrow(s).

Installation.

Add the following to Article 888.03 of the Standard Specifications:

A mounting bracket and/or extension shall be used to assure proper orientation when two pedestrian push buttons are required for one post. The price of the bracket and/or extension shall be included in the cost of the pedestrian push button. The contractor is not allowed to install a push-button assembly with the sign below the push-button in order to meet mounting requirements.

Materials.

Revise Article 1074.02(a) of the Standard Specifications to read:

The pedestrian push-button housing shall be constructed of aluminum alloy according to ASTM B 308 6061-T6 and powder coated yellow, unless otherwise noted on the plans. The housing shall be furnished with suitable mounting hardware.

Revise Article 1074.02(e) of the Standard Specifications to read:

Stations shall be designed to be mounted to a post, mast arm pole or wood pole. The station shall be aluminum and shall accept a 3 inch (75mm) round push-button assembly and a regulatory pedestrian instruction sign according to MUTCD, sign series R10-3e 9" x 15" sign with arrow(s) for a count-down pedestrian signal. The pedestrian station size without count-down pedestrian signals shall accommodate a MUTCD sign series R10-3b or R10-3d 9" x 12" sign with arrow(s).

Add the following to Article 1074.02 of the Standard Specifications:

(f) Location. Pedestrian push-buttons and stations shall be mounted to a post, mast arm pole or wood pole as shown on the plans and shall be fully ADA accessible from a paved or concrete surface. See the District's Detail sheets for orientation and mounting details.

Basis of Payment.

Revise Article 888.04 of the Standard Specifications to read:

This work will be paid for at the contract unit price per each for PEDESTRIAN PUSH-BUTTON or PEDESTRIAN PUSH-BUTTON, NON-LATCHING.

TEMPORARY TRAFFIC SIGNAL TIMING

Effective: May 22, 2002 890.02TS Revised: July 1, 2015

Description.

This work shall consist of developing and maintaining appropriate traffic signal timings for the specified intersection for the duration of the temporary signalized condition, as well as impact to existing traffic signal timings caused by detours or other temporary conditions.

All timings and adjustments necessary for this work shall be performed by an approved Consultant who has previous experience in optimizing Closed Loop Traffic signal Systems for District One of the Illinois Department of Transportation. The Contractor shall contact the Traffic Signal Engineer at (847) 705-4424 for a listing of approved Consultants.

The following tasks are associated with TEMPORARY TRAFFIC SIGNAL TIMING.

- (a) Consultant shall attend temporary traffic signal inspection (turn-on) and/or detour meeting and conduct on-site implementation of the traffic signal timings.
- (b) Consultant shall be responsible for making fine-tuning adjustments to the timings in the field to alleviate observed adverse operating conditions and to enhance operations.
- (c) Consultant shall provide monthly observation of traffic signal operations in the field.
- (d) Consultant shall provide on-site consultation and adjust timings as necessary for construction stage changes, temporary traffic signal phase changes, and any other conditions affecting timing and phasing, including lane closures, detours, and other construction activities.
- (e) Consultant shall make timing adjustments and prepare comment responses as directed by the Area Traffic Signal Operations Engineer.
- (f) Return original timing plan once construction is complete.

Basis of Payment.

The work shall be paid for at the contract unit price each for TEMPORARY TRAFFIC SIGNAL TIMING, which price shall be payment in full for performing all work described herein per intersection. When the temporary traffic signal installation is turned on and/or detour implemented, 50 percent of the bid price will be paid. The remaining 50 percent of the bid price will be paid following the removal of the temporary traffic signal installation and/or detour.

REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT

Effective: May 22, 2002 895.02TS

Revised: July 1, 2015

Add the following to Article 895.05 of the Standard Specifications:

The traffic signal equipment which is to be removed and is to become the property of the Contractor shall be disposed of outside the right-of-way at the Contractor's expense.

All equipment to be returned to the State shall be delivered by the Contractor to the State's Traffic Signal Maintenance Contractor's main facility. The Contractor shall contact the State's Electrical Maintenance Contractor to schedule an appointment to deliver the equipment. No equipment will be accepted without a prior appointment. All equipment shall be delivered within 30 days of removing it from the traffic signal installation. The Contractor shall provide one hard copy and one electronic file of a list of equipment that is to remain the property of the State, including model and serial numbers, where applicable. The Contractor shall also provide a copy of the Contract plan or special provision showing the quantities and type of equipment. Controllers and peripheral equipment from the same location shall be boxed together (equipment from different locations may not be mixed) and all boxes and controller cabinets shall be clearly marked or labeled with the location from which they were removed. If equipment is not returned according to these requirements, it will be rejected by the State's Electrical Maintenance Contractor. The Contractor shall be responsible for the condition of the traffic signal equipment from the time Contractor takes maintenance of the signal installation until the acceptance of a receipt drawn by the State's Electrical Maintenance Contractor indicating the items have been returned in good condition.

The Contractor shall safely store and arrange for pick up or delivery of all equipment to be returned to agencies other than the State. The Contractor shall package the equipment and provide all necessary documentation as stated above.

Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of these Specifications at no cost to the contract.

GENERAL ELECTRICAL REQUIREMENTS

Effective: January 1, 2012

Add the following to Article 801 of the Standard Specifications:

"Maintenance transfer and Preconstruction Inspection:

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

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

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

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."

Add the following to the 1st paragraph of Article 801.05(a) of the Standard Specifications:

"Items from multiple disciplines shall not be combined on a single submittal and transmittal. Items for lighting, signals, surveillance and CCTV must be in separate submittals since they may be reviewed by various personnel in various locations."

Revise the second sentence of the 5th paragraph of Article 801.05(a) of the Standard Specifications to read:

"The Engineer will stamp the submittals indicating their status as 'Approved', 'Approved as Noted', 'Disapproved', or 'Information Only'.

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

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

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

"<u>Lighting Operation and Maintenance Responsibility</u>. The scope of work shall include the assumption of responsibility for the continuing operation and maintenance the of existing, proposed, temporary, sign and navigation lighting, or other lighting systems and all appurtenances affected by the work as specified elsewhere herein. Maintenance of lighting systems is specified elsewhere and will be paid for separately <u>Energy and Demand Charges.</u> The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not, (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance."

Add the following to Section 801 of the Standard Specifications:

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

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

Revise the 2nd paragraph of Article 801.16 of the Standard Specifications to read:

"When the work is complete, and seven days before the request for a final inspection, the full-size set of contract drawings. Stamped "RECORD DRAWINGS", shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or electrician. The record drawings shall be submitted in PDF format on CDROM as well as hardcopy for review and approval. In addition to the record drawings, copies of the final catalog cuts which have been Approved or Approved as Noted shall be submitted in PDF format along with the record drawings. The PDF files shall clearly indicate either by filename or PDF table of contents the respective pay item number. Specific part or model numbers of items which have been selected shall be clearly visible."

Add the following to Article 801.16 of the Standard Specifications:

"In addition to the specified record drawings, the Contactor shall record GPS coordinates of the following electrical components being installed, modified or being affected in other ways by this contract:

- Last light pole on each circuit
- Handholes
- Conduit roadway crossings
- Controllers
- Control Buildings
- Structures with electrical connections, i.e. DMS, lighted signs.
- Electric Service locations
- CCTV Camera installations
- Fiber Optic Splice Locations

Datum to be used shall be North American 1983.

Data shall be provided electronically and in print form. The electronic format shall be compatible with MS Excel. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

- 1. Description of item
- 2. Designation or approximate station if the item is undesignated
- 3. Latitude
- 4. Longitude

Examples:

| Equipment Description | Equipment Designation | Latitude | Longitude |
|-----------------------------|--------------------------------|-----------|------------|
| CCTV Camera pole | ST42 | 41.580493 | -87.793378 |
| FO mainline splice handhole | HHL-ST31 | 41.558532 | -87.792571 |
| Handhole | HH at STA 234+35 | 41.765532 | -87.543571 |
| Electric Service | Elec Srv | 41.602248 | -87.794053 |
| Conduit crossing | SB IL83 to EB I290 ramp SIDE A | 41.584593 | -87.793378 |
| Conduit crossing | SB IL83 to EB I290 ramp SIDE B | 41.584600 | -87.793432 |
| Light Pole | DA03 | 41.558532 | -87.792571 |
| Lighting Controller | Х | 41.651848 | -87.762053 |
| Sign Structure | FGD | 41.580493 | -87.793378 |
| Video Collection Point | VCP-IK | 41.558532 | -87.789771 |
| Fiber splice connection | Toll Plaza34 | 41.606928 | -87.794053 |

Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 100 feet. Upon verification, data collection can begin. Data collection can be made as construction progresses, or can be collected after all items are installed. If the data is unacceptable the contractor shall make corrections to the data collection equipment and or process and submit the data for review and approval as specified.

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have a minimum 5 meter accuracy after post processing.

GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

The GPS shall be the product of an established major GPS manufacturer having been in the business for a minimum of 6 years."

ELECTRIC UTILITY SERVICE CONNECTION (COMED)

Effective: January 1, 2012

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

CONSTRUCTION REQUIREMENTS

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

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

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

For bidding purposes, this item shall be estimated as \$10,000.00.

<u>Basis Of Payment.</u> 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.

WIRE AND CABLE

Effective: January 1, 2012

Add the following to the first paragraph of Article 1066.02(a):

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

| Phase Conductor | | | | Messenger v | vire |
|-----------------|-----------|-------|--------|-------------|-----------|
| Size | Stranding | Ave | rage | Minimum | Stranding |
| AWG | | Insu | lation | Size | |
| | | Thick | 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

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

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

Revise Article 1066.04 to read:

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

Revise the second paragraph of Article 1066.05 to read:

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

UNDERGROUND RACEWAYS

Effective: January 1, 2012

Revise Article 810.04 of the Standard Specifications to read:

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

Add the following to Article 810.04 of the Standard Specifications:

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

Add the following to Article 810.04 of the Standard Specifications:

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

Add the following to Article 810.04(c) of the Standard Specifications:

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

UNIT DUCT

Effective: January 1, 2012

Revise the first paragraph of Article 810.04 to read:

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

Revise Article 1088.01(c) to read:

"(c) Coilable Nonmetallic Conduit.

General:

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

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

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

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

Dimensions:

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

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

| Nominal Size | | Pulled Tensile | |
|--------------|------|----------------|-----|
| mm | in | N | lbs |
| 31.75 | 1.25 | 3322 | 747 |
| 38.1 | 1.50 | 3972 | 893 |

Marking:

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

Performance Tests:

Polyethylene Duct testing procedures and test results shall meet the requirements of UL 651. Certified copies of the test report shall be submitted to the Engineer prior to the installation of the duct. Duct crush test results shall meet or exceed the following requirements:

| _ | | | e required to ample 50% |
|----|------|------|-------------------------|
| mm | in | N | lbs |
| 35 | 1.25 | 4937 | 1110 |
| 41 | 1.5 | 4559 | 1025 |

LUMINAIRE SAFETY CABLE ASSEMBLY

Effective: January 1, 2012

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

Materials. Materials shall be according to the following:

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

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

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

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

CONSTRUCTION REQUIREMENTS

<u>General.</u> The safety cable assembly shall be installed as indicated in the plan details. One end of the cable assembly shall have a loop fabricated from a stainless steel compression sleeve. The other end of the cable assembly shall be connected with stainless steel wire rope clips as indicated. Slack shall be kept to a minimum to prevent the luminaire from creeping off the end of the mast arm. Unless otherwise indicated in the plans, the luminaire safety cable shall only be used in conjunction with luminaires which are directly above the traveled pavement.

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

LUMINAIRE

Effective: January 1, 2012

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

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

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

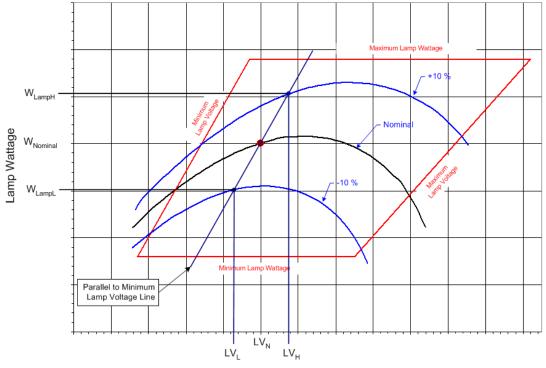
"The ballast shall be a High Pressure Sodium, high power factor, constant wattage auto-regulator, lead type (CWA) for operation on a nominal 240 volt system."

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

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

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

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



Lamp Voltage (LV)

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

where:

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

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

| Nominal Ballast Wattage | Maximum Ballast Losses |
|----------------------------|---------------------------|
| 750 | 15% |
| 400 | 20% |
| 310 | 21% |
| 250 | 24% |
| 150 | 26% |
| 70 | 34% |

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

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

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

where:

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

Ballast output to lamp. At nominal system voltage and nominal lamp voltage, the ballast shall deliver lamp wattage with the variation specified in the following table.

| Nominal Ballast Wattage | Output to lamp variation |
|----------------------------|-----------------------------|
| 750 | ± 7.5% |
| 400 | ± 7.5% |
| 310 | ± 7.5% |
| 250 | ± 7.5% |
| 150 | ± 7.5% |
| 70 | ± 7.5% |

Example: For a 400w luminaire, the ballast shall deliver 400 watts \pm 7.5% at a lamp voltage of 100v for the nominal system voltage of 240v which is the range of 370w to 430w.

Ballast output over lamp life. Over the life of the lamp the ballast shall produce average output wattage of the nominal lamp rating as specified in the following table. Lamp wattage readings shall be taken at 5-volt increments throughout the ballast trapezoid. Reading shall begin at the lamp voltage (L_V) specified in the table and continue at 5 volt increments until the right side of the trapezoid is reached. The lamp wattage values shall then be averaged and shall be within the specified value of the nominal ballast rating. Submittal documents shall include a tabulation of the lamp wattage vs. lamp voltage readings.

| Nominal Ballast Wattage | LV Readings begin at | Maximum Wattage Variation |
|----------------------------|-------------------------|------------------------------|
| 750 | 110v | ± 7.5% |
| 400 | 90v | ± 7.5% |
| 310 | 90v | ± 7.5% |
| 250 | 90v | ± 7.5% |
| 150 | 50v | ± 7.5% |
| 70 | 45v | ± 7.5% |

Example: For a 400w luminaire, the averaged lamp wattage reading shall not exceed the range of \pm 7.5% which is 370w to 430w"

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

"Independent Testing. Independent testing of luminaires shall be required whenever the pay item quantity of luminaires of a given pay item, 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 pay item quantity of 75 luminaires for a specific pay item would dictate that 2 be tested; 135 luminaires would dictate that three be tested.*" If the luminaire performance table is missing from the contract documents, the luminaire(s) shall be tested and the test results shall be evaluated against the manufacturer's data as provided in the approved material submittal. The test luminaire(s) results shall be equal to or better than the published data. If the test results indicated performance not meeting the published data, the test luminaire will be designated as failed and corrective action as described herein shall be performed.

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

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

- a. Engineer Factory Selection for Independent Lab: The Contractor may select this option if the luminaire manufacturing facility is within the state of Illinois. The Contractor shall propose an independent test laboratory for approval by the Engineer. The selected luminaires shall be marked by the Engineer and shipped to the independent laboratory for tests.
- b. Engineer Witness of Independent Lab Test: The Contractor may select this option if the independent testing laboratory is within the state of Illinois. The Engineer shall select, from the project luminaires at the manufacturer's facility or at the Contractor's storage facility, luminaires for testing by the independent laboratory.
- c. Independent Witness of Manufacturer Testing: The independent witness shall select from the project luminaires at the manufacturers facility or at the Contractor's storage facility, the luminaires for testing. The Contractor shall propose a qualified independent agent, familiar with the luminaire requirements and test procedures, for approval by the Engineer, to witness the required tests as performed by the luminaire manufacturer.

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

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

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

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

Should any of the tested luminaires fail to satisfy the specifications and perform according to approved submittal information, the luminaire shall be unacceptable and be replaced by alternate equipment meeting the specifications with the submittal and testing process repeated in their entirety; or corrections made to achieve required performance. In the case of corrections, the Contractor shall advise the Engineer of corrections made and shall request a repeat of the specified testing and, if the corrections are deemed reasonable by the Engineer, the testing process shall be repeated. The number of luminaires to be tested shall be the same quantity as originally tested; i.e. if three luminaires were tested originally, one, two or three failed, another three must be tested after corrective action is taken.

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

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

Add the following tables to Article 1067 of the Standard Specifications:

IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE #1 ROADWAY LUMINAIRES FOR US-6

| Given Conditions | | |
|--------------------|--|----------|
| Roadway Data | Pavement Width (both directions plus median) | 78 (ft) |
| | Number of Lanes | 4 |
| | I.E.S. Surface Classification | R3 |
| | Q-Zero Value | .07 |
| | Median Width | 30 (ft) |
| | Lane Width | 12 (ft) |
| Light Pole Data | Mounting Height | 35 (ft) |
| | Mast Arm Length | 6 (ft) |
| | Pole Set-Back From Edge of Pavement | 4 (ft) |
| Luminaire Data | Lamp Type | HPS |
| | Lamp Lumens | 28,000 |
| | I.E.S. Vertical Distribution | Medium |
| | I.E.S. Control Of Distribution | Cutoff |
| | I.E.S. Lateral Distribution | Туре III |
| | Total Light Loss Factor | 0.7 |
| Layout Data | Spacing | 195 (ft) |
| - | Configuration | Opposite |
| | 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.

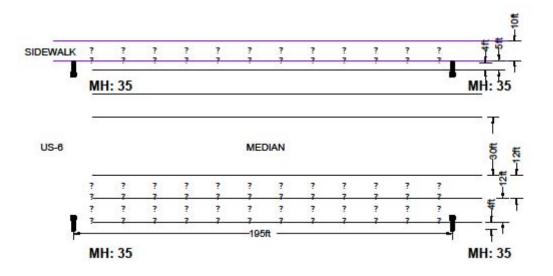
Performance Requirements

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

| Luminance | Average Luminance, LAVE | C |
|-----------|---|---|
| | Uniformity Ratio, LAVE/LMIN | 3 |
| | Uniformity Ratio, L _{MAX} /L _{MIN} | 5 |
| | Veiling Luminance Ratio, L _v /L _{Ave} | C |

| 0.9 | Cd/m ² | |
|-----|-------------------|--|
| 3.0 | (Max) | |
| 5.0 | (Max) | |
| 0.3 | (Max) | |
| | | |

LUMINAIRE LAYOUT FOR PERFORMANCE TABLE #1



MAINTENANCE OF LIGHTING SYSTEMS

Effective: January 1, 2012

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

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

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

Existing lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and shall not be construed as an exact representation of the field conditions. It remains the Contractor's responsibility to visit the site to confirm and ascertain the exact condition of the electrical equipment and systems to be maintained.

Maintenance of Existing Lighting Systems

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

Extent of Maintenance.

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

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

Maintenance of Proposed Lighting Systems

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

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

Lighting System Maintenance Operations

The Contractor's responsibility shall include all applicable responsibilities of the Electrical Maintenance Contract, State of Illinois, Department of Transportation, Division of Highways, District One. These responsibilities shall include the maintenance of lighting units (including sign lighting), cable runs and lighting controls. In the case of a pole knockdown or sign light damage, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service. The equipment shall then be re-set by the contractor within the time limits specified herein.

If the equipment damaged by normal vehicular traffic, not contractor operations, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind with payment made for such equipment under Article 109.04. If the equipment damaged by any construction operations, not normal vehicular traffic, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind and the cost of the equipment shall be included in the cost of this pay item and shall not be paid for separately.

Responsibilities shall also include weekly night-time patrol of the lighting system, with patrol reports filed immediately with the Engineer and with deficiencies corrected within 24 hours of the patrol. Patrol reports shall be presented on standard forms as designated by the Engineer. Uncorrected deficiencies may be designated by the Engineer as necessitating emergency repairs as described elsewhere herein.

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

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

- Service Response Time -- amount of time from the initial notification to the Contractor until a patrolman physically arrives at the location.
- Service Restoration Time amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)
- **Permanent Repair Time** amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from any monies owed to the Contractor. Repeated failures and/or a gross failure of maintenance shall result in the State's Electrical Maintenance Contractor being directed to correct all deficiencies and the resulting costs deducted from any monies owed the contractor.

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

Operation of Lighting

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Lighting systems shall not be kept in operation during long daytime periods.

Method of Measurement

The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request. Months in which the lighting systems are not maintained and not operational will not be paid for. Payment shall not be made retroactively for months in which lighting systems were not operational.

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

REMOVAL OF UNDERGROUND CABLE:

The work shall consist of removal and salvage of existing underground cable, any associated hardware attachments, and cable splicing terminals. The contractor shall perform this work in a manner that ensures no damage to any conduit, unit duct, pole or other roadway lighting components. In case of damage to any equipment or property, the contractor shall immediately notify the Engineer. The Contractor shall repair or replace any items damaged by him at his sole expense and to the satisfaction of the Engineer. It is the responsibility of the contractor to backfill any voids remaining from the removal of underground cable and associated elements in accordance with pertinent sections of standard specifications and to the satisfaction of the Engineer.

Method of Measurement: The removal of cable shall be measured for payment in feet in place.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per foot for REMOVAL OF UNDERGROUND CABLE.

PERENNIAL PLANT CARE (AND CALENDAR)

Effective: January 1, 2015 Revised: March 12, 2015

<u>Description</u>: This work shall consist of weeding, trimming and other perennial plant care work items for each work cycle as described herein and as directed by the Engineer. The work required for each work cycle shall be scheduled to be complete and acceptable at the time of inspection.

<u>Inspection Date</u>: Perennial plant care will be inspected on the date specified in the plans. The work required for each work cycle must be 100 percent complete on the inspection date. Partial inspections will not be made.

Work Cycle Requirements:

- Perennial plant beds must be 100 percent weed-free and clear of litter and debris to be acceptable. Control weeds in landscaped areas by pulling the entire plant and roots. Disturbed areas shall be raked level and mulch adjusted.
- Dead flowers, stems, and leaves must be trimmed and removed.
- Remove litter and other debris. All drain inlets must be kept clean and draining freely. All walls, pavement, curb and gutters, and concrete pads are to be left clean and swept free of all debris.
- Plants must be free of insect infestations and sprayed if necessary.
- All debris that results from this operation must be removed from the right-of-way and disposed of in accordance with Article 202.03 at the end of each day.
- Trim dead tips of vines and ground covers.

<u>Method of Measurement</u>: The work will be measured for payment of surface area cared for to the satisfaction of the Engineer on the inspection date specified in the plans. The area will be computed in square yards. Measurement for payment of this work will be performed on the inspection date specified in the plans.

If the inspection discloses any work as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with such instructions and correct the unsatisfactory work on the inspection date. Work that is not acceptable on the inspection date will not be measured for payment. Individual perennial plant areas within a perennial plant bed will not be measured for payment if any portion of the perennial plant bed has not been cared for to the satisfaction of the Engineer. Each perennial plant care work cycle specified in the plans will be measure separately for payment.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per square yards for PERENNIAL PLANT CARE, which price shall include all materials, equipment, labor, removal, disposal and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

PERENNIAL PLANT CARE CALENDAR

| Activity | Time |
|--|--|
| Plant Perennials as per Plan | May 1 - June 15 August 15 - September 15 |
| Mulch Perennial Beds | 24 Hours After Planting |
| Install Selective Mow Stakes as per Plan or Direction of RE | Prior to Period of Establishment Inspection |
| Perennial Plant Period of Establishment - Water Once Every 7 Days for 4 Weeks | Within 30 Days After Planting |
| Replace Dead Plants | After Period of Establishment Inspection |
| Perennial Plant Care (First Cycle) | 30 Days After Period of Establishment Inspection |
| Perennial Plant Care (Second Cycle) | 60 Days After Period of Establishment Inspection |
| Perennial Plant Care (Third Cycle) | 90 Days After Period of Establishment Inspection |
| Supplemental Watering | Use After Period of Est. Insp. As Directed by Resident Engineer |

PLANTING PERENNIAL PLANTS

Effective: January 1, 2015

Revised: February 9, 2015

Revise Article 254 of the Standard Specifications to read:

Article 254.05 Layout of Planting.

The Contractor shall place the marking flags and outline each area for mass or solid planting. The Engineer will contact the Roadside Development Unit at (847) 705-4171 prior to planting to verify the layout. Allow a minimum of seven (7) working days prior to installation for approval.

254.08 Period of Establishment. Period of Establishment for the various types of perennial plants shall be as follows.

(b) Perennial plants must undergo a 30-day period of establishment. Additional watering shall be performed at least twice a week for four weeks following installation. Water shall be applied at the rate of 2 gallons per square foot. Should excess moisture prevail, the Engineer may delete any or all of the additional watering cycles. In severe weather, the Engineer may require additional watering.

A spray nozzle that does not damage small plants must be used when watering perennial plants. Water shall be applied at the base of the plant to keep as much water as possible off plant leaves. Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing water to flow beyond the periphery of the bed.

During the period of establishment, weeds and grass growth shall be removed from within the mulched perennial beds. This weeding shall be performed twice during the 30 day period of establishment. The Contractor will not be relieved in any way from the responsibility for unsatisfactory plants due to the extent of weeding.

The weeding may be performed in any manner approved by the Engineer provided the weed and grass growth, including their roots and stems, are removed from the area specified. Mulch disturbed by the weeding operation shall be replaced to its original condition. All debris that results from this operation must be removed from the right-of-way and disposed of at the end of each day in accordance with Article 202.03.

At the end of the period of establishment, the Contractor will be permitted to replace any unacceptable plants and shall thoroughly weed all the beds.

PLANTING WOODY PLANTS

Effective: January 1, 2015

Revised: February 9, 2015

This work shall consist of planting woody plants as specified in Section 253 of the Standard Specifications and Supplemental Specifications with the following revisions:

Delete the third sentence of Article 253.07 and substitute the following:

"The Contractor shall place the marking flags and outline each area for mass or solid planting. The Engineer will contact the Roadside Development Unit at (847) 705-4171, at least 72 hours prior to any digging to verify the layout."

Delete the fourth paragraphs of Article 253.10 and substitute the following:

"All **trees** shall be placed in a plumb position and set **with the root flare (where roots emerge from the base of the tree)** 2 in. (50 mm) higher than the depth they grew in the nursery. Prepared backfill shall be placed around the root system. Tamping or watering shall accompany the backfilling operation to eliminate air pockets.

Trees, shrubs, and vines shall be thoroughly watered with a method approved by the Engineer. Place backfill in 6 inch-thick layers. Work each layer by hand to compact backfill and eliminate voids. Maintain plumb during backfilling. When backfill is approximately 2/3 complete, saturate backfill with water and repeat until no more water can be absorbed. Place and compact remainder of backfill and thoroughly water again. Approved watering equipment shall be at the site of the work and in operational condition prior to starting the planting operation and during all planting operations or planting will not be allowed.

(a) Balled and Burlapped Plants. After the plant is placed in the hole, all cords and burlap **surrounding tree base** shall be removed from the trunk, **including burlap that would be exposed at ground level.** Wire baskets shall be removed from at least the upper one half of the planting ball. All materials shall be disposed of properly."

Add the following to Article 253.10(e):

"Spade a planting bed edge at approximately a 45 degree angle and to a depth of approximately 3-inches (75 mm) around the perimeter of the tree bed. Remove any debris created in the spade edging process and disposed of as specified in Article 202.03."

Delete Article 253.11 and substitute the following:

"Within 48 hours after planting, mulch shall be placed around all plants in the entire mulched bed or saucer area specified to a depth of **3** inches (100 mm). Mulch shall **be a minimum 6 inches (150 mm) from** contact with the base of the trunk. No weed barrier fabric will be required for tree and shrub planting. Pre-emergent Herbicide will be used instead of weed barrier fabric. The Pre-emergent Herbicide shall be applied prior to mulching. See specification for Weed Control, Pre-Emergent Granular Herbicide."

WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE

Effective: July 29, 2002

Revised: February 7, 2007

<u>Description</u>: This work shall consist of spreading a pre-emergent granular herbicide in place of weed barrier fabric in areas as shown on the plans or as directed by the Engineer. This item will be used in mulched plant beds and mulch rings.

Delete Article 253.11 and substitute the following:

Within 48 hours after planting, mulch shall be placed around all plants in the entire mulched bed or saucer area specified to a depth of 4 inches (100 mm). No weed barrier fabric will be required for tree and shrub planting. Pre-emergent Herbicide will be used instead of weed barrier fabric. The Pre-emergent Herbicide shall be applied prior to mulching. Mulch shall not be in contact with the base of the trunk.

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

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

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

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

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per pound (kilogram) of WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE.

SELECTIVE CLEARING

Effective: February 8, 2007

<u>Description</u>. This work shall consist of extensive removal and disposal of shrubs, brush, debris (including rocks, bottles, etc.) and selected trees up to six (6) inches (150 mm) in diameter. All trees and shrubs to be saved shall be carefully protected as provided by Article 201.05 of the Standard Specifications. Locations for Selective Clearing and vegetation to be cleared or saved shall be designated by the Engineer.

The undesirable trees and brush (Siberian Elm, European Buckhorn, Mulberry, etc.) shall be cut flush with the ground and all stubs or stumps shall be treated with a re-sprout herbicide approved by the Engineer to prevent re-growth from the stumps. Trees of Tree of Heaven shall not be cut off as specified above, but shall be pulled or grubbed in such a manner as to insure complete removal. Branches on remaining trees shall be pruned off up to 6 feet (2 meters) from the ground.

All cleared areas shall be graded, trimmed, smoothed, and finished uniformly to the satisfaction of the Engineer with equipment approved by the Engineer. Disposal of material shall be done in accordance with Article 202.03.

<u>Method of Measurement</u>. Selective Clearing will be measured in units of 1,000 square feet (90 square meters). Areas not meeting the satisfaction of the Engineer shall not be measured for payment. Plan quantities are estimates only. Actual quantities will be measured in place. Agreement to plan quantities will not be allowed.

Basis of Payment. This work will be paid for at the contract unit price per unit for SELECTIVE CLEARING.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

This work shall be according to Article 669 of the Standard Specifications and the following:

<u>Qualifications</u>. The term environmental firm shall mean an environmental firm with at least five (5) documented leaking underground storage tank (LUST) cleanups or that is pre-qualified in hazardous waste by the Department. Documentation includes but not limited to verifying remediation and special waste operations for sites contaminated with gasoline, diesel, or waste oil in accordance with all Federal, State, or local regulatory requirements and shall be provided to the Engineer for approval. The environmental firm selected shall not be a former or current consultant or have any ties with any of the properties contained within and/or adjacent to this construction project.

<u>General.</u> This Special Provision will likely require the Contractor to subcontract for the execution of certain activities.

All contaminated materials shall be managed as either "uncontaminated soil" or non-special waste. <u>This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances.</u> The Environmental Firm shall continuously monitor all soil excavation for worker protection and soil contamination. **Phase I Preliminary Engineering information is available through the District's Environmental Studies Unit.** Soil samples or analysis without the approval of the Engineer will be at no additional cost to the Department. The lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit whichever is less.

The Contractor shall manage any excavated soils and sediment within the following areas:

Site 693V-19 (State ROW)

- Station 212+00 to Station 213+45 (CL Channahon Road), 0 to 80 feet LT (State ROW, PESA Site 693V-19, 23000-24000 blocks of Eames Street and 23000 block of S. Frontage Roads W and E, Channahon). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene and Manganese.
- Station 212+55 to Station 214+90 (CL Channahon Road), 0 to 85 feet RT (State ROW, PESA Site 693V-19, 23000-24000 blocks of Eames Street and 23000 block of S. Frontage Roads W and E, Channahon). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene and Manganese.
- Station 214+30 to Station 215+10 (CL Channahon Road), 0 to 135 feet LT (State ROW, PESA Site 693V-19, 23000-24000 blocks of Eames Street and 23000 block of S. Frontage Roads W and E, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 215+10 to Station 216+20 (CL Channahon Road), 0 to 135 feet LT (State ROW, PESA Site 693V-19, 23000-24000 blocks of Eames Street and 23000 block of S. Frontage Roads W and E, Channahon). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, and Manganese.
- Station 214+90 to Station 216+10 (CL Channahon Road), 0 to 85 feet RT (State ROW, PESA Site 693V-19, 23000-24000 blocks of Eames Street and 23000 block of S. Frontage Roads W and E, Channahon). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead, and Manganese.
- Station 0+00 to Station 2+00 (CL Ramp B Frontage Road), 0 to 35 feet LT, and 0 to 45 feet RT, (State ROW, PESA Site 693V-19, 23000-24000 blocks of Eames Street and 23000 block of S. Frontage Roads W and E, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.

- Station 505+40 to Station 506+40 (CL Southeast Frontage Road), 0 to 25 feet LT, and 0 to 60 feet RT, (State ROW, PESA Site 693V-19, 23000-24000 blocks of Eames Street and 23000 block of S. Frontage Roads W and E, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 508+40 to Station 509+30 (CL Southeast Frontage Road), 0 to 30 feet LT, and 0 to 115 feet RT, (State ROW, PESA Site 693V-19, 23000-24000 blocks of Eames Street and 23000 block of S. Frontage Roads W and E, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Lead.
- Station 509+30 to Station 510+40 (CL Southeast Frontage Road), 0 to 65 feet LT, and 0 to 120 feet RT, (State ROW, PESA Site 693V-19, 23000-24000 blocks of Eames Street and 23000 block of S. Frontage Roads W and E, Channahon). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 510+40 to Station 511+50 (CL Southeast Frontage Road), 0 to 65 feet LT, and 0 to 120 feet RT, (State ROW, PESA Site 693V-19, 23000-24000 blocks of Eames Street and 23000 block of S. Frontage Roads W and E, Channahon). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Chromium, and Manganese.
- Station 511+50 to Station 513+25 (CL Southeast Frontage Road), 0 to 30 feet LT, and 0 to 120 feet RT, (State ROW, PESA Site 693V-19, 23000-24000 blocks of Eames Street and 23000 block of S. Frontage Roads W and E, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 514+40 to Station 516+20 (CL Southeast Frontage Road), 0 to 30 feet LT, and 0 to 90 feet RT, (State ROW, PESA Site 693V-19, 23000-24000 blocks of Eames Street and 23000 block of S. Frontage Roads W and E, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.

Site 693V-23 (Pond and Vacant Land)

- Station 516+00 to Station 517+80 (CL Southeast Frontage Road), 0 to 50 feet LT (Pond and Vacant Land, PESA Site 693V-23, 23000 block of Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Lead.
- Station 516+20 to Station 517+80 (CL Southeast Frontage Road), 0 to 50 feet RT (Pond and Vacant Land, PESA Site 693V-23, 23000 block of Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Lead.
- Station 519+25 to Station 520+95 (CL Southeast Frontage Road), 0 to 50 feet LT, and 0 to 50 feet RT, (Pond and Vacant Land, PESA Site 693V-23, 23000 block of Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.

Site 693V-20 (Vacant Unit)

- Station 213+90 to Station 215+70 (CL Channahon Road), 145 to 250 feet RT (Vacant Unit, PESA Site 693V-20, 23813-23819 Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene.
- Station 216+10 to Station 216+95 (CL Channahon Road), 0 to 85 feet RT (Vacant Unit, PESA Site 693V-20, 23813-23819 Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 216+95 to Station 217+45 (CL Channahon Road), 0 to 55 feet RT (Vacant Unit, PESA Site 693V-20, 23813-23819 Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 217+45 to Station 218+15 (CL Channahon Road), 0 to 55 feet RT (Vacant Unit, PESA Site 693V-20, 23813-23819 Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, and Manganese.

Site 693V-11 (Manor Motel)

- Station 216+20 to Station 217+25 (CL Channahon Road), 0 to 95 feet LT (Manor Motel, PESA Site 693V-11, 23926 Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead, and Manganese.
- Station 217+25 to Station 218+15 (CL Channahon Road), 0 to 80 feet LT (Manor Motel, PESA Site 693V-11, 23926 Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, and Manganese.

Site 693V-21 (Speedway Gasoline Station)

• Station 219+00 to Station 220+00 (CL Channahon Road), 0 to 55 feet RT (Speedway Gasoline Station, PESA Site 693V-21, 23901 Eames Street, Channahon). This material meets the criteria of Article 669.09(b)(1) and shall be managed in accordance to Article 669.09.

Site 693V-22 (Pilot Gasoline Station)

- Station 220+00 to Station 220+90 (CL Channahon Road), 0 to 55 feet RT (Pilot Gasoline Station, PESA Site 693V-22, 23841 Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene.
- Station 220+90 to Station 221+60 (CL Channahon Road), 0 to 55 feet RT (Pilot Gasoline Station, PESA Site 693V-22, 23841 Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead, and Manganese.
- Station 222+50 to Station 223+35 (CL Channahon Road), 0 to 55 feet RT (Pilot Gasoline Station, PESA Site 693V-22, 23841 Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead, and Manganese.

Site 693V-12 (3 Rivers Center)

• Station 220+45 to Station 223+35 (CL Channahon Road), 0 to 70 feet LT (3 Rivers Center, PESA Site 693V-12, 23830-23846 Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, and Manganese.

Site 693V-5 (Agricultural Land No. 1)

- Station 223+35 to Station 225+85 (CL Channahon Road), 0 to 70 feet LT (Agricultural Land No. 1, PESA Site 693V-5, 23000 block of Thomas Dillon Drive and Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead, and Manganese.
- Station 225+85 to Station 227+00 (CL Channahon Road), 0 to 120 feet LT (Agricultural Land No. 1, PESA Site 693V-5, 23000 block of Thomas Dillon Drive and Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, and Manganese.
- Station 227+00 to Station 228+10 (CL Channahon Road), 0 to 155 feet LT (Agricultural Land No. 1, PESA Site 693V-5, 23000 block of Thomas Dillon Drive and Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 228+10 to Station 229+60 (CL Channahon Road), 0 to 105 feet LT (Agricultural Land No. 1, PESA Site 693V-5, 23000 block of Thomas Dillon Drive and Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 234+10 to Station 236+35 (CL Channahon Road), 0 to 105 feet LT (Agricultural Land No. 1, PESA Site 693V-5, 23000 block of Thomas Dillon Drive and Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 335+75 to Station 336+65 (CL Northeast Frontage Road), 0 to 60 feet LT, and 0 to 60 feet RT, (Agricultural Land No. 1, PESA Site 693V-5, 23000 block of Thomas Dillon Drive and Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 338+75 to Station 345+00 (CL Northeast Frontage Road), 0 to 60 feet LT, and 0 to 60 feet RT, (Agricultural Land No. 1, PESA Site 693V-5, 23000 block of Thomas Dillon Drive and Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 345+00 to Station 348+20 (CL Northeast Frontage Road), 0 to 60 feet LT, and 0 to 60 feet RT, (Agricultural Land No. 1, PESA Site 693V-5, 23000 block of Thomas Dillon Drive and Eames Street, Channahon). This material meets the criteria of Article 669.09(b)(1) and shall be managed in accordance to Article 669.09.

 Station 348+20 to Station 350+05 (CL Northeast Frontage Road), 0 to 150 feet LT, and 0 to 60 feet RT, (Agricultural Land No. 1, PESA Site 693V-5, 23000 block of Thomas Dillon Drive and Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Arsenic.

Site 693V-4 (Vacant Land No. 1)

- Station 350+05 to Station 352+25 (CL Northeast Frontage Road), 0 to 60 feet LT, and 0 to 60 feet RT, (Vacant Land No. 1, PESA Site 693V-4, 23000 block of Thomas Dillon Drive, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 352+25 to Station 354+00 (CL Northeast Frontage Road), 0 to 20 feet LT, and 0 to 60 feet RT, (Vacant Land No. 1, PESA Site 693V-4, 23000 block of Thomas Dillon Drive, Channahon). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.

Site 693V-27 (Agricultural Land No. 2)

- Station 223+35 to Station 225+85 (CL Channahon Road), 0 to 70 feet RT, (Agricultural Land No. 2, PESA Site 693V-27, 23000 block of Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, and Manganese.
- Station 225+85 to Station 228+00 (CL Channahon Road), 0 to 165 feet RT, (Agricultural Land No. 2, PESA Site 693V-27, 23000 block of Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, and Manganese.
- Station 530+90 to Station 532+00 (CL Southeast Frontage Road), 0 to 50 feet LT, and 0 to 50 feet RT, (Agricultural Land No. 2, PESA Site 693V-27, 23000 block of Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 228+00 to Station 231+85 (CL Channahon Road), 0 to 90 feet RT, (Agricultural Land No. 2, PESA Site 693V-27, 23000 block of Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, and Manganese.
- Station 234+10 to Station 236+30 (CL Channahon Road), 0 to 90 feet RT, (Agricultural Land No. 2, PESA Site 693V-27, 23000 block of Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 236+30 to Station 237+95 (CL Channahon Road), 0 to 90 feet RT, (Agricultural Land No. 2, PESA Site 693V-27, 23000 block of Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Arsenic, and Manganese.
- Station 238+05 to Station 240+85 (CL Channahon Road), 0 to 105 feet LT, (Agricultural Land No. 2, PESA Site 693V-27, 23000 block of Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.

• Station 240+85 to Station 243+10 (CL Channahon Road), 0 to 105 feet LT, (Agricultural Land No. 2, PESA Site 693V-27, 23000 block of Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.

Site 693V-28 (Residences)

- Station 237+95 to Station 239+20 (CL Channahon Road), 0 to 55 feet RT, (Residences, PESA Site 693V-28, 23147-23304 Manor Lane, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 239+20 to Station 240+85 (CL Channahon Road), 0 to 115 feet RT, (Residences, PESA Site 693V-28, 23147-23304 Manor Lane, Channahon). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead, and Manganese.
- Station 240+85 to Station 242+45 (CL Channahon Road), 0 to 50 feet RT, (Residences, PESA Site 693V-28, 23147-23304 Manor Lane, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.

Site 693V-29 (Crane Composites)

• Station 242+45 to Station 244+45 (CL Channahon Road), 0 to 50 feet RT, (Crane Composites, PESA Site 693V-29, 23525 Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, and Manganese.

Site 693V-30 (Vacant Land No. 2)

Station 243+10 to Station 244+45 (CL Channahon Road), 0 to 60 feet LT, (Vacant Land No. 2, PESA Site 693V-30, 23000 block of Eames Street, Channahon). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.

Site 693V-6 (Agricultural Building)

• Station 599+25 to Station 601+65 (CL Channahon Road), 0 to 25 feet LT, and 0 to 50 feet RT, (Agricultural Building, PESA Site 693V-6, 23000 block of Thomas Dillon Drive, Channahon). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.

COARSE AGGREGATE QUALITY (BDE)

Effective: July 1, 2015

Revise Article 1004.01(b) of the Standard Specifications to read:

"(b) Quality. The coarse aggregate shall be according to the quality standards listed in the following table.

| COARSE AGGREGAT | E QUALITY | | | | | |
|---|-------------------|-------|--------------------|------------------|--|--|
| QUALITY TEST | | CLA | ASS | | | |
| QUALITI TEST | Α | В | С | D | | |
| Na ₂ SO ₄ Soundness 5 Cycle, ITP 104 ^{1/} , % Loss max. | 15 | 15 | 20 | 25 ^{2/} | | |
| Los Angeles Abrasion, ITP 96 ^{11/} , % Loss max. | 40 ^{3/} | 40 4/ | 40 ^{5/} | 45 | | |
| Minus No. 200 (75 µm) Sieve Material, ITP 11 | 1.0 ^{6/} | | 2.5 7/ | | | |
| Deleterious Materials ^{10/} | | | | | | |
| Shale, % max. | 1.0 | 2.0 | 4.0 8/ | | | |
| Clay Lumps, % max. | 0.25 | 0.5 | 0.5 8/ | | | |
| Coal & Lignite, % max. | 0.25 | | | | | |
| Soft & Unsound Fragments, % max. | 4.0 | 6.0 | 8.0 8/ | | | |
| Other Deleterious, % max. | 4.0 9/ | 2.0 | 2.0 8/ | | | |
| Total Deleterious, % max. | 5.0 | 6.0 | 10.0 ^{8/} | | | |
| Oil-Stained Aggregate ^{10/} , % max | 5.0 | | | | | |

- 1/ Does not apply to crushed concrete.
- 2/ For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.
- 3/ For portland cement concrete, the maximum percent loss shall be 45.
- 4/ Does not apply to crushed slag or crushed steel slag.
- 5/ For hot-mix asphalt (HMA) binder mixtures, except when used as surface course, the maximum percent loss shall be 45.
- 6/ For crushed aggregate, if the material finer than the No. 200 (75 μm) sieve consists of the dust from fracture, essentially free from clay or silt, this percentage may be increased to 2.5.
- 7/ Does not apply to aggregates for HMA binder mixtures.

- 8/ Does not apply to Class A seal and cover coats.
- 9/ Includes deleterious chert. In gravel and crushed gravel aggregate, deleterious chert shall be the lightweight fraction separated in a 2.35 heavy media separation. In crushed stone aggregate, deleterious chert shall be the lightweight fraction separated in a 2.55 heavy media separation. Tests shall be run according to ITP 113.
- 10/ Test shall be run according to ITP 203.
- 11/ Does not apply to crushed slag.

All varieties of chert contained in gravel coarse aggregate for portland cement concrete, whether crushed or uncrushed, pure or impure, and irrespective of color, will be classed as chert and shall not be present in the total aggregate in excess of 25 percent by weight (mass).

Aggregates used in Class BS concrete (except when poured on subgrade), Class PS concrete, and Class PC concrete (bridge superstructure products only, excluding the approach slab) shall contain no more than two percent by weight (mass) of deleterious materials. Deleterious materials shall include substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete."

CONCRETE BOX CULVERTS WITH SKEWS > 30 DEGREES AND DESIGN FILLS ≤ 5 FEET (BDE)

Effective: April 1, 2012

Revised: April 1, 2015

Revise the second paragraph of Article 540.04 of the Standard Specifications to read:

"Unless otherwise noted on the plans, the Contractor shall have the option, when a cast-inplace concrete box culvert is specified, of constructing the box culvert using precast box culvert sections when the design cover is 6 in. (150 mm) minimum. The precast box culvert sections shall be designed for the same design cover shown on the plans for cast-in-place box culvert; shall be of equal or larger size opening, and shall satisfy the design requirements of ASTM C 1577."

Add the following after the seventh paragraph of Article 540.06 of the Standard Specifications:

"Precast concrete box culverts with skews greater than 30 degrees and having design covers less than or equal to 5 feet are not covered by the standard design table shown in ASTM C 1577. The design table provided herein is provided to address this design range. The same notes, reinforcement configurations, clearances, and requirements of ASTM C 1577 apply to this special design table. A box designated 7 x 6 x 8 indicates a span of 7 ft, a rise of 6 ft, and top slab, bottom slab, walls and haunches of 8 in. unless otherwise noted on the tables.

| 3 ft x 2 ft x 4 in. | | | | | | | | | | | |
|---------------------|------|--|------|------|------|------|------|------|----------|--|--|
| Design | | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. | | |
| 0<2* | 0.17 | 1.10 | 0.30 | 0.10 | 0.28 | 0.17 | 0.92 | 0.14 | | | |
| 2<3 | 0.14 | 0.18 | 0.19 | 0.10 | | | | | 31 | | |
| 3-5 | 0.10 | 0.12 | 0.12 | 0.10 | | | | | 29 | | |

*top slab 7.0 in., bottom slab 6.0 in.

| | 3 ft x 3 ft x 4 in. | | | | | | | | | | |
|---------------------|---------------------|--|------|------|------|------|------|------|----------|--|--|
| Design | | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. | | |
| 0<2* | 0.17 | 1.17 | 0.33 | 0.10 | 0.31 | 0.17 | 0.92 | 0.14 | | | |
| 2<3 | 0.10 | 0.22 | 0.22 | 0.10 | | | | | 31 | | |
| 3-5 | 0.10 | 0.14 | 0.14 | 0.10 | | | | | 31 | | |

*top slab 7.0 in., bottom slab 6.0 in.

| | | | | 4 ft x 2 ft | x 5 in. | | | | | | |
|---------------------|------|--|------|-------------|---------|------|------|------|----------|--|--|
| Design | | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. | | |
| 0<2* | 0.21 | 0.88 | 0.26 | 0.12 | 0.28 | 0.18 | 0.89 | 0.14 | | | |
| 2<3 | 0.20 | 0.21 | 0.20 | 0.12 | | | | | 33 | | |
| 3-5 | 0.13 | 0.13 | 0.14 | 0.12 | | | | | 32 | | |

*top slab 7.5 in., bottom slab 6.0 in.

| 4 ft x 3 ft x 5 in. | | | | | | | | | | |
|---------------------|------|--|------|------|------|------|------|------|----------|--|
| Design | | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. | |
| 0<2* | 0.18 | 1.02 | 0.31 | 0.12 | 0.32 | 0.18 | 0.87 | 0.14 | | |
| 2<3 | 0.16 | 0.25 | 0.24 | 0.12 | | | | | 38 | |
| 3-5 | 0.12 | 0.16 | 0.17 | 0.12 | | | | | 34 | |

*top slab 7.5 in., bottom slab 6.0 in.

| | | | 4 | ft x 4 ft x | 5 in. | | | | | |
|---------------------|------|--|------|-------------|-------|------|------|------|----------|--|
| Design | | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. | |
| 0<2* | 0.18 | 1.08 | 0.34 | 0.12 | 0.34 | 0.18 | 0.86 | 0.14 | | |
| 2<3 | 0.13 | 0.28 | 0.27 | 0.12 | | | | | 38 | |
| 3-5 | 0.12 | 0.18 | 0.19 | 0.12 | | | | | 38 | |

*top slab 7.5 in., bottom slab 6.0 in.

| | | | 5 | ft x 2 ft x | 6 in. | | | | |
|---------------------|--|------|------|-------------|-------|------|------|------|----------|
| Design | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2* | 0.27 | 0.63 | 0.23 | 0.14 | 0.24 | 0.19 | 0.19 | 0.17 | |
| 2<3 | 0.25 | 0.22 | 0.20 | 0.14 | | | | | 37 |
| 3-5 | 0.17 | 0.15 | 0.15 | 0.14 | | | | | 35 |

*top slab 8.0 in., bottom slab 7.0 in.

| | | | 5 | ft x 3 ft x | 6 in. | | | | |
|---------------------|--|------|------|-------------|-------|------|-------|------|----------|
| Design | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2* | 0.20 | 0.72 | 0.27 | 0.14 | 0.29 | 0.19 | .0.71 | 0.17 | |
| 2<3 | 0.21 | 0.26 | 0.25 | 0.14 | | | | | 37 |
| 3-5 | 0.14 | 0.18 | 0.18 | 0.14 | | | | | 35 |

*top slab 8.0 in., bottom slab 7.0 in.

| | | | 5 | ft x 4 ft x | 6 in. | | | | | | |
|---------------------|------|--|------|-------------|-------|------|------|------|----------|--|--|
| Design | | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. | | |
| 0<2* | 0.19 | 0.78 | 0.30 | 0.14 | 0.31 | 0.19 | 0.70 | 0.17 | | | |
| 2<3 | 0.18 | 0.30 | 0.28 | 0.14 | | | | | 45 | | |
| 3-5 | 0.14 | 0.20 | 0.21 | 0.14 | | | | | 40 | | |

*top slab 8.0 in., bottom slab 7.0 in.

| 5 ft x 5 ft x 6 in. | | | | | | | | | |
|---------------------|--|------|------|------|------|------|------|------|----------|
| Design | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2* | 0.19 | 0.82 | 0.33 | 0.14 | 0.34 | 0.19 | 0.69 | 0.17 | |
| 2<3 | 0.16 | 0.33 | 0.32 | 0.14 | | | | | 45 |
| 3-5 | 0.14 | 0.22 | 0.23 | 0.14 | | | | | 45 |

*top slab 8.0 in., bottom slab 7.0 in.

| 6 ft x 2 ft x 7 in. | | | | | | | | | | |
|-------------------------------|--|------|------|------|------|------|------|------|----------|--|
| Design Earth Cover, ft. | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | | |
| | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. | |
| 0<2* | 0.33 | 0.51 | 0.21 | 0.17 | 0.23 | 0.19 | 0.61 | 0.17 | | |
| 2<3 | 0.31 | 0.22 | 0.22 | 0.17 | | | | | 42 | |
| 3-5 | 0.22 | 0.17 | 0.17 | 0.17 | | | | | 41 | |

*top slab 8.0 in.

| 6 ft x 3 ft x 7 in. | | | | | | | | | | |
|-------------------------------|--|------|------|------|------|------|------|------|----------|--|
| Design Earth Cover, ft. | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | | |
| | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. | |
| 0<2* | 0.27 | 0.58 | 0.26 | 0.17 | 0.27 | 0.19 | 0.58 | 0.17 | | |
| 2<3 | 0.26 | 0.27 | 0.27 | 0.17 | | | | | 41 | |
| 3-5 | 0.18 | 0.19 | 0.20 | 0.17 | | | | | 39 | |
| *top slab 8.0 in. | | | | | | | | | | |

6 ft x 4 ft x 7 in. Circumferential Reinforcement Areas, sq in./ ft. Design Earth As1 As2 As3 As4 As5 As6 As7 As8 "M", in. Cover, ft. 0<2* 0.25 0.64 0.30 0.17 0.30 0.19 0.57 0.17 2<3 0.23 0.31 0.31 0.17 42 3-5 0.17 0.22 0.23 0.17 41

*top slab 8.0 in.

| | | | (| 6 ft x 5 ft | x 7 in. | | | | | | | |
|---------------------|------|---|------|-------------|---------|------|------|------|----------|--|--|--|
| Design | | Circumferential Reinforcement Areas, sq in. / ft. | | | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. | | | |
| 0<2* | 0.23 | 0.68 | 0.33 | 0.17 | 0.32 | 0.19 | 0.56 | 0.17 | | | | |
| 2<3 | 0.20 | 0.34 | 0.35 | 0.17 | | | | | 52 | | | |
| 3-5 | 0.17 | 0.24 | 0.25 | 0.17 | | | | | 48 | | | |

*top slab 8.0 in.

| | | | | 6 ft x 6 ft : | x 7 in. | | | | | | | |
|---------------------|------|--|------|---------------|---------|------|------|------|----------|--|--|--|
| Design | | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. | | | |
| 0<2* | 0.21 | 0.72 | 0.37 | 0.17 | 0.34 | 0.19 | 0.55 | 0.17 | | | | |
| 2<3 | 0.18 | 0.37 | 0.38 | 0.17 | | | | | 52 | | | |
| 3-5 | 0.17 | 0.26 | 0.28 | 0.17 | | | | | 52 | | | |

*top slab 8.0 in.

| | | | | 7 ft x 2 ft | x 8 in. | | | | |
|---------------------|------|------|----------|-------------|-----------|-----------|--------------|------|----------|
| Design | | | Circumfe | rential Re | inforceme | ent Areas | , sq in./ ft | • | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.38 | 0.60 | 0.26 | 0.19 | 0.22 | 0.19 | 0.75 | 0.19 | |
| 2<3 | 0.38 | 0.24 | 0.24 | 0.19 | | | | | 46 |
| 3-5 | 0.27 | 0.19 | 0.19 | 0.19 | | | | | 44 |

7 ft x 3 ft x 8 in.

| Design | | | Circumfe | rential Re | inforceme | ent Areas | , sq in./ ft | | |
|---------------------|------|------|----------|------------|-----------|-----------|--------------|------|----------|
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.36 | 0.57 | 0.32 | 0.19 | 0.25 | 0.19 | 0.71 | 0.19 | |
| 2<3 | 0.33 | 0.29 | 0.30 | 0.19 | | | | | 44 |
| 3-5 | 0.23 | 0.21 | 0.21 | 0.19 | | | | | 42 |

| | | | - | 7 ft x 4 ft : | x 8 in. | | | | |
|---------------------|------|------|-----------|---------------|-----------|-----------|--------------|------|----------|
| Design | | | Circumfer | rential Re | inforceme | ent Areas | , sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.34 | 0.61 | 0.37 | 0.19 | 0.27 | 0.19 | 0.70 | 0.19 | |
| 2<3 | 0.29 | 0.34 | 0.34 | 0.19 | | | | | 44 |
| 3-5 | 0.21 | 0.24 | 0.25 | 0.19 | | | | | 42 |
| | | | | 7 ft x 5 ft : | x 8 in. | | | | |
| Design | | | Circumfe | rential Re | inforceme | ent Areas | , sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.32 | 0.65 | 0.42 | 0.19 | 0.30 | 0.19 | 0.69 | 0.19 | |
| 2<3 | 0.26 | 0.37 | 0.38 | 0.19 | | | | | 49 |
| 3-5 | 0.19 | 0.27 | 0.28 | 0.19 | | | | | 46 |
| | | | - | 7 ft x 6 ft x | x 8 in. | | | | |
| Design | | | Circumfer | rential Re | inforceme | ent Areas | , sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.29 | 0.69 | 0.46 | 0.19 | 0.32 | 0.19 | 0.67 | 0.19 | |
| 2<3 | 0.23 | 0.40 | 0.42 | 0.19 | | | | | 59 |
| 3-5 | 0.19 | 0.29 | 0.30 | 0.19 | | | | | 55 |
| | | | - | 7 ft x 7 ft : | x 8 in. | | | | |
| Design | | | Circumfe | rential Re | inforceme | ent Areas | , sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.27 | 0.73 | 0.50 | 0.19 | 0.34 | 0.19 | 0.65 | 0.19 | |
| 2<3 | 0.21 | 0.43 | 0.45 | 0.19 | | | | | 59 |
| 3-5 | 0.19 | 0.31 | 0.33 | 0.19 | | | | | 59 |

| | | | 8 | 8 ft x 2 ft x | x 8 in. | | | | |
|---------------------|------|------|-----------|---------------|-----------|-----------|--------------|------|----------|
| Design | | | Circumfer | rential Re | inforceme | ent Areas | , sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.47 | 0.50 | 0.29 | 0.19 | 0.23 | 0.19 | 0.61 | 0.19 | |
| 2<3 | 0.51 | 0.30 | 0.31 | 0.19 | | | | | 50 |
| 3-5 | 0.36 | 0.22 | 0.22 | 0.19 | | | | | 48 |
| | | | 8 | B ft x 3 ft x | x 8 in. | | | | |
| Design | | | Circumfer | rential Re | inforceme | ent Areas | , sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.43 | 0.49 | 0.35 | 0.19 | 0.26 | 0.19 | 0.58 | 0.19 | |
| 2<3 | 0.45 | 0.36 | 0.37 | 0.19 | | | | | 48 |
| 3-5 | 0.32 | 0.26 | 0.27 | 0.19 | | | | | 45 |
| | | | 8 | 8 ft x 4 ft x | x 8 in. | | | | |
| Design | | | Circumfer | rential Re | inforceme | ent Areas | , sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.40 | 0.52 | 0.40 | 0.19 | 0.29 | 0.19 | 0.57 | 0.19 | |
| 2<3 | 0.40 | 0.42 | 0.43 | 0.19 | | | | | 45 |
| 3-5 | 0.28 | 0.30 | 0.31 | 0.19 | | | | | 45 |
| | | | 8 | 8 ft x 5 ft x | x 8 in. | | | | |
| Design | | | Circumfe | rential Re | inforceme | ent Areas | , sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.37 | 0.56 | 0.45 | 0.19 | 0.31 | 0.19 | 0.56 | 0.19 | |
| 2<3 | 0.36 | 0.46 | 0.47 | 0.19 | | | | | 48 |
| 3-5 | 0.26 | 0.33 | 0.34 | 0.19 | | | | | 45 |

| | | | | 8 ft x 6 ft : | x 8 in. | | | | |
|---------------------|------|------|----------|---------------|----------|-----------|--------------|------|----------|
| Design | | | Circumfe | rential Re | inforcem | ent Areas | , sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.34 | 0.61 | 0.49 | 0.19 | 0.33 | 0.19 | 0.56 | 0.19 | |
| 2<3 | 0.33 | 0.50 | 0.52 | 0.19 | | | | | 56 |
| 3-5 | 0.24 | 0.36 | 0.37 | 0.19 | | | | | 50 |
| | | | | 8 ft x 7 ft : | x 8 in. | | | | |
| Design | | | Circumfe | rential Re | inforcem | ent Areas | , sq in./ ft | • | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.32 | 0.65 | 0.53 | 0.19 | 0.35 | 0.19 | 0.56 | 0.19 | |
| 2<3 | 0.30 | 0.53 | 0.56 | 0.19 | | | | | 65 |
| 3-5 | 0.22 | 0.38 | 0.40 | 0.19 | | | | | 61 |
| | | | | 8 ft x 8 ft : | x 8 in. | | | | |
| Design | | | Circumfe | rential Re | inforcem | ent Areas | , sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.30 | 0.69 | 0.57 | 0.19 | 0.36 | 0.19 | 0.55 | 0.19 | |
| 2<3 | 0.28 | 0.56 | 0.59 | 0.19 | | | | | 65 |
| 3-5 | 0.20 | 0.40 | 0.43 | 0.19 | | | | | 65 |
| | | | | 9 ft x 2 ft : | x 9 in. | | | | |
| Design | | | Circumfe | rential Re | inforcem | ent Areas | , sq in./ ft | • | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.46 | 0.35 | 0.26 | 0.22 | 0.22 | 0.22 | 0.47 | 0.22 | |
| 2<3 | 0.58 | 0.32 | 0.32 | 0.22 | | | | | 55 |
| 3-5 | 0.41 | 0.23 | 0.23 | 0.22 | | | | | 52 |

| | | | | 9 ft x 3 ft | x 9 in. | | | | |
|---------------------|------|------|-----------|-------------|-----------|-----------|--------------|------|----------|
| Design | | | Circumfe | rential Re | inforcem | ent Areas | , sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.42 | 0.35 | 0.32 | 0.22 | 0.23 | 0.22 | 0.47 | 0.22 | |
| 2<3 | 0.52 | 0.38 | 0.39 | 0.22 | | | | | 52 |
| 3-5 | 0.37 | 0.27 | 0.28 | 0.22 | | | | | 49 |
| | | | | 9 ft x 4 ft | x 9 in. | | | | |
| Design | | | Circumfe | rential Re | inforcem | ent Areas | , sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.38 | 0.38 | 0.36 | 0.22 | 0.25 | 0.22 | 0.47 | 0.22 | |
| 2<3 | 0.47 | 0.44 | 0.45 | 0.22 | | | | | 52 |
| 3-5 | 0.33 | 0.31 | 0.32 | 0.22 | | | | | 49 |
| | | | | 9 ft x 5 ft | x 9 in. | | | | |
| Design | | | Circumfe | rential Re | inforcem | ent Areas | , sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.35 | 0.41 | 0.41 | 0.22 | 0.28 | 0.22 | 0.47 | 0.22 | |
| 2<3 | 0.43 | 0.49 | 0.50 | 0.22 | | | | | 49 |
| 3-5 | 0.30 | 0.35 | 0.36 | 0.22 | | | | | 49 |
| | | | ! | 9 ft x 6 ft | x 9 in. | | | | |
| Design | | | Circumfer | ential Re | inforceme | ent Areas | , sq in. / f | t. | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.32 | 0.44 | 0.44 | 0.22 | 0.29 | 0.22 | 0.47 | 0.22 | |
| 2<3 | 0.39 | 0.53 | 0.54 | 0.22 | | | | | 55 |
| 3-5 | 0.28 | 0.38 | 0.39 | 0.22 | | | | | 52 |

| | | | | 9 ft x 7 ft x | x 9 in. | | | | |
|---------------------|------|------|-----------|---------------|-----------|------------|-------------|------|---------|
| Design | | | Circumfer | ential Rei | nforceme | nt Areas, | sq in. / ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in |
| 0<2 | 0.30 | 0.46 | 0.48 | 0.22 | 0.31 | 0.22 | 0.45 | 0.22 | |
| 2<3 | 0.36 | 0.56 | 0.59 | 0.22 | | | | | 64 |
| 3-5 | 0.26 | 0.40 | 0.42 | 0.22 | | | | | 58 |
| | | | | 9 ft x 8 ft x | x 9 in. | | | | |
| Design | | | Circumfe | rential Re | inforceme | ent Areas, | sq in./ ft. | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in |
| 0<2 | 0.28 | 0.49 | 0.52 | 0.22 | 0.33 | 0.22 | 0.45 | 0.22 | |
| 2<3 | 0.33 | 0.60 | 0.63 | 0.22 | | | | | 72 |
| 3-5 | 0.24 | 0.43 | 0.45 | 0.22 | | | | | 72 |
| | | | | 9 ft x 9 ft x | x 9 in. | | | | |
| Design | | | Circumfe | rential Re | inforceme | ent Areas, | sq in./ ft. | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in |
| 0<2 | 0.27 | 0.51 | 0.55 | 0.22 | 0.34 | 0.22 | 0.45 | 0.22 | |
| 2<3 | 0.31 | 0.63 | 0.66 | 0.22 | | | | | 72 |
| 3-5 | 0.23 | 0.45 | 0.48 | 0.22 | | | | | 72 |
| | | | 1 | 0 ft x 2 ft > | x 10 in. | | | | |
| Design | | | Circumfe | rential Re | inforceme | ent Areas, | sq in./ ft. | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in |
| 0<2 | 0.46 | 0.29 | 0.24 | 0.24 | 0.24 | 0.24 | 0.34 | 0.24 | |
| 2<3 | 0.66 | 0.33 | 0.34 | 0.24 | | | | | 59 |
| 3-5 | 0.46 | 0.24 | 0.24 | 0.24 | | | | | 59 |

| | | | 1(| Oftx3ft> | c 10 in. | | | | |
|---------------------|------|------|-----------|------------|-----------|-----------|---------------|------|----------|
| Design | | | Circumfer | ential Rei | inforceme | ent Areas | , sq in./ ft. | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.44 | 0.33 | 0.30 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | |
| 2<3 | 0.59 | 0.40 | 0.41 | 0.24 | | | | | 59 |
| 3-5 | 0.42 | 0.29 | 0.29 | 0.24 | | | | | 56 |
| | | | 1(| Oftx4ft> | < 10 in. | | | | |
| Design | | | Circumfer | ential Rei | inforceme | ent Areas | , sq in./ ft. | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.40 | 0.36 | 0.35 | 0.24 | 0.24 | 0.24 | 0.24 | 0.24 | |
| 2<3 | 0.54 | 0.46 | 0.47 | 0.24 | | | | | 56 |
| 3-5 | 0.38 | 0.33 | 0.34 | 0.24 | | | | | 52 |
| | | | 1(| Oftx5ft> | c 10 in. | | | | |
| Design | | | Circumfer | ential Rei | inforceme | ent Areas | , sq in./ ft. | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.37 | 0.39 | 0.39 | 0.24 | 0.26 | 0.24 | 0.24 | 0.24 | |
| 2<3 | 0.49 | 0.51 | 0.52 | 0.24 | | | | | 52 |
| 3-5 | 0.35 | 0.36 | 0.38 | 0.24 | | | | | 52 |
| | | | 1(| Oftx6ft> | c 10 in. | | | | |
| Design | | | Circumfer | ential Rei | inforceme | ent Areas | , sq in./ ft. | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.34 | 0.42 | 0.43 | 0.24 | 0.28 | 0.24 | 0.42 | 0.24 | |
| 2<3 | 0.45 | 0.55 | 0.57 | 0.24 | | | | | 56 |
| 3-5 | 0.33 | 0.40 | 0.41 | 0.24 | | | | | 52 |

| | | | 10 | ft x 7 ft x | 10 in. | | | | |
|---------------------|------|------|------------|--------------|-----------|-----------|--------------|------|----------|
| Design | | (| Circumfere | ential Rei | nforceme | nt Areas, | sq in./ ft. | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.32 | 0.44 | 0.46 | 0.24 | 0.30 | 0.24 | 0.24 | 0.24 | |
| 2<3 | 0.42 | 0.59 | 0.62 | 0.24 | | | | | 59 |
| 3-5 | 0.31 | 0.42 | 0.45 | 0.24 | | | | | 56 |
| | | | 10 | ft x 8 ft x | 10 in. | | | | |
| Design | | (| Circumfere | ential Reir | nforcemer | nt Areas, | sq in. / ft. | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.30 | 0.47 | 0.50 | 0.24 | 0.31 | 0.24 | 0.24 | 0.24 | |
| 2<3 | 0.39 | 0.63 | 0.66 | 0.24 | | | | | 75 |
| 3-5 | 0.29 | 0.45 | 0.48 | 0.24 | | | | | 66 |
| | | | 10 | ft x 9 ft x | 10 in. | | | | |
| Design | | (| Circumfere | ential Rei | nforceme | nt Areas, | sq in./ ft. | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.28 | 0.49 | 0.53 | 0.24 | 0.33 | 0.24 | 0.24 | 0.24 | |
| 2<3 | 0.37 | 0.66 | 0.70 | 0.24 | | | | | 79 |
| 3-5 | 0.27 | 0.47 | 0.51 | 0.24 | | | | | 79 |
| | | | 10 | ft x 10 ft > | (10 in. | | | | |
| Design | | (| Circumfere | ential Rei | nforceme | nt Areas, | sq in./ ft. | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.27 | 0.51 | 0.56 | 0.24 | 0.34 | 0.24 | 0.24 | 0.24 | |
| 2<3 | 0.35 | 0.69 | 0.74 | 0.24 | | | | | 79 |
| 3-5 | 0.26 | 0.50 | 0.54 | 0.24 | | | | | 79 |

| | | | 1 | 1 ft x 2 ft x | : 11 in. | | | | |
|---------------------|------|------|-----------|---------------|----------|-----------|--------------|------|---------|
| Design | | | Circumfer | ential Rei | nforceme | ent Areas | , sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in |
| 0<2 | 0.50 | 0.27 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | |
| 2<3 | 0.73 | 0.35 | 0.35 | 0.26 | | | | | 67 |
| 3-5 | 0.52 | 0.26 | 0.26 | 0.26 | | | | | 63 |
| | | | 1' | 1 ft x 3 ft x | : 11 in. | | | | |
| Design | | | Circumfer | ential Rei | nforceme | ent Areas | , sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in |
| 0<2 | 0.45 | 0.31 | 0.29 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | |
| 2<3 | 0.67 | 0.42 | 0.43 | 0.26 | | | | | 63 |
| 3-5 | 0.47 | 0.30 | 0.31 | 0.26 | | | | | 60 |
| | | | 1' | 1 ft x 4 ft x | (11 in. | | | | |
| Design | | | Circumfer | ential Rei | nforceme | ent Areas | , sq in./ ft | • | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in |
| 0<2 | 0.41 | 0.34 | 0.33 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | |
| 2<3 | 0.61 | 0.48 | 0.49 | 0.26 | | | | | 60 |
| 3-5 | 0.43 | 0.35 | 0.35 | 0.26 | | | | | 56 |
| | | | 1 | 1 ft x 6 ft x | : 11 in. | | | | |
| Design | | | Circumfer | ential Rei | nforceme | ent Areas | , sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in |
| 0<2 | 0.35 | 0.40 | 0.40 | 0.26 | 0.26 | 0.26 | 0.26 | 0.26 | |
| 2<3 | 0.52 | 0.58 | 0.60 | 0.26 | | | | | 56 |
| 3-5 | 0.37 | 0.42 | 0.43 | 0.26 | | | | | 56 |

| | | | 1 [,] | 1 ft x 8 ft x | : 11 in. | | | | |
|---------------------|--|------|----------------|---------------|----------|-----------|------------|------|----------|
| Design | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.31 | 0.45 | 0.47 | 0.26 | 0.30 | 0.26 | 0.26 | 0.26 | |
| 2<3 | 0.45 | 0.66 | 0.69 | 0.26 | | | | | 67 |
| 3-5 | 0.33 | 0.47 | 0.50 | 0.26 | | | | | 63 |
| | | | 11 | ft x 10 ft : | x 11 in. | | | | |
| Design | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.28 | 0.49 | 0.53 | 0.26 | 0.33 | 0.26 | 0.26 | 0.26 | |
| 2<3 | 0.41 | 0.73 | 0.77 | 0.26 | | | | | 86 |
| 3-5 | 0.30 | 0.52 | 0.56 | 0.26 | | | | | 86 |
| | | | 11 | ft x 11 ft : | x 11 in. | | | | |
| Design | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.27 | 0.51 | 0.56 | 0.26 | 0.34 | 0.26 | 0.26 | 0.26 | |
| 2<3 | 0.39 | 0.76 | 0.81 | 0.26 | | | | | 86 |
| 3-5 | 0.29 | 0.55 | 0.59 | 0.26 | | | | | 86 |
| | | | 12 | 2 ft x 2 ft x | : 12 in. | | | | |
| Design | | | Circumfer | ential Rei | nforceme | nt Areas, | sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.51 | 0.29 | 0.29 | 0.29 | 0.29 | 0.29 | 0.29 | 0.29 | |
| 2<3 | 0.81 | 0.37 | 0.37 | 0.29 | | | | | 71 |
| 3-5 | 0.57 | 0.29 | 0.29 | 0.29 | | | | | 68 |

| | | | 12 | 2 ft x 3 ft x | : 12 in. | | | | |
|---------------------|--|------|-----------|---------------|----------|-----------|--------------|------|----------|
| Design | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.46 | 0.29 | 0.29 | 0.29 | 0.29 | 0.29 | 0.29 | 0.29 | |
| 2<3 | 0.74 | 0.44 | 0.44 | 0.29 | | | | | 68 |
| 3-5 | 0.53 | 0.32 | 0.32 | 0.29 | | | | | 64 |
| | | | 12 | 2 ft x 4 ft x | : 12 in. | | | | |
| Design | | | Circumfer | ential Rei | nforceme | ent Areas | , sq in./ ft | • | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.42 | 0.33 | 0.31 | 0.29 | 0.29 | 0.29 | 0.29 | 0.29 | |
| 2<3 | 0.68 | 0.50 | 0.51 | 0.29 | | | | | 64 |
| 3-5 | 0.49 | 0.36 | 0.37 | 0.29 | | | | | 60 |
| | | | 12 | 2 ft x 6 ft x | : 12 in. | | | | |
| Design | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.36 | 0.38 | 0.38 | 0.29 | 0.29 | 0.29 | 0.29 | 0.29 | |
| 2<3 | 0.59 | 0.60 | 0.62 | 0.29 | | | | | 60 |
| 3-5 | 0.42 | 0.44 | 0.45 | 0.29 | | | | | 56 |
| | | | 12 | 2 ft x 8 ft x | : 12 in. | | | | |
| Design | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.32 | 0.43 | 0.45 | 0.29 | 0.29 | 0.29 | 0.29 | 0.29 | |
| 2<3 | 0.52 | 0.69 | 0.72 | 0.29 | | | | | 67 |
| 3-5 | 0.38 | 0.50 | 0.52 | 0.29 | | | | | 64 |

| | | | 12 | ft x 10 ft x | (12 in. | | | | |
|---------------------|--|------|------------|--------------|----------|----------|--------------|------|----------|
| Design | Circumferential Reinforcement Areas, sq in./ ft. | | | | | | | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.29 | 0.48 | 0.50 | 0.29 | 0.30 | 0.29 | 0.29 | 0.29 | |
| 2<3 | 0.46 | 0.76 | 0.80 | 0.29 | | | | | 93 |
| 3-5 | 0.34 | 0.55 | 0.59 | 0.29 | | | | | 79 |
| | | | 12 | ft x 12 ft x | (12 in. | | | | |
| Design | | (| Circumfere | ential Reir | nforceme | nt Areas | , sq in./ ft | | |
| Earth Cover, ft. | As1 | As2 | As3 | As4 | As5 | As6 | As7 | As8 | "M", in. |
| 0<2 | 0.29 | 0.52 | 0.56 | 0.29 | 0.33 | 0.29 | 0.29 | 0.29 | |
| 2<3 | 0.43 | 0.83 | 0.89 | 0.29 | | | | | 93 |
| 3-5 | 0.32 | 0.60 | 0.65 | 0.29 | | | | | 93" |

CONCRETE END SECTIONS FOR PIPE CULVERTS (BDE)

Effective: January 1, 2013

Revised: April 1, 2016

<u>Description</u>. This work shall consist of constructing cast-in-place concrete and precast concrete end sections for pipe culverts. These end sections are shown on the plans as Highway Standard 542001 or 542011. This work shall be according to Section 542 of the Standard Specifications except as modified herein.

<u>Materials</u>. Materials shall be according to the following Articles of Division 1000 – Materials of the Standard Specifications.

| Item | Article/Section |
|--|-----------------|
| (a) Portland Cement Concrete (Note 1) | |
| (b) Precast Concrete End Sections (Note 2) | |
| (c) Coarse Aggregate (Note 3) | |
| (d) Structural Steel (Note 4) | |
| (e) Anchor Bolts and Rods (Note 5) | |
| (f) Reinforcement Bars | 1006.10(a) |
| (g) Nonshrink Grout | |
| (h) Chemical Adhesive Resin System | |
| (i) Mastic Joint Sealer for Pipe | |
| (j) Hand Hole Plugs | |

Note 1. Cast-in-place concrete end sections shall be Class SI, except the 14 day mix design shall have a compressive strength of 5000 psi (34,500 kPa) or a flexural strength of (800 psi) 5500 kPa and a minimum cement factor of 6.65 cwt/cu yd (395 kg/cu m).

Note 2. Precast concrete end sections shall be according to Articles 1042.02 and 1042.03(b)(c)(d)(e) of the Standard Specifications. The concrete shall be Class PC according to Section 1020, and shall have a minimum compressive strength of 5000 psi (34,000 kPa) at 28 days.

Joints between precast sections shall be produced with reinforced tongue and groove ends according to the requirements of ASTM C 1577.

Note 3. The granular bedding placed below a precast concrete end section shall be gradation CA 6, CA 9, CA 10, CA 12, CA 17, CA 18, or CA 19.

Note 4. All components of the culvert tie detail shall be galvanized according to the requirements of AASHTO M 111 or M 232 as applicable.

Note 5. The anchor rods for the culvert ties shall be according to the requirements of ASTM F 1554, Grade 105 (Grade 725).

CONSTRUCTION REQUIREMENTS

The concrete end sections may be precast or cast-in-place construction. Toe walls shall be either precast or cast-in-place, and shall be in proper position and backfilled according to the applicable paragraphs of Article 502.10 of the Standard Specifications prior to the installation of the concrete end sections. If soil conditions permit, cast-in-place toe walls may be poured directly against the soil. When poured directly against the soil, the clear cover of the sides and bottom of the toe wall shall be increased to 3 in. (75 mm) by increasing the thickness of the toe wall.

- (a) Cast-In-Place Concrete End Sections. Cast-in-place concrete end sections shall be constructed according to the requirements of Section 503 of the Standard Specifications and as shown on the plans.
- (b) Precast Concrete End Sections. When the concrete end sections will be precast, shop drawings detailing the slab thickness and reinforcement layout shall be submitted to the Engineer for review and approval.

The excavation and backfilling for precast concrete end sections shall be according to the requirements of Section 502 of the Standard Specifications, except a layer of granular bedding at least 6 in. (150 mm) in thickness shall be placed below the elevation of the bottom of the end section. The granular bedding shall extend a minimum of 2 ft (600 mm) beyond each side of the end section.

Anchor rods connecting precast sections shall be brought to a snug tight condition followed by an additional 2/3 turn on one of the nuts. Match marks shall be provided on the bolt and nut to verify relative rotation between the bolt and the nut.

When individual, precast end sections are placed side-by-side for a multi-pipe culvert installation, a 3 in. (75 mm) space shall be left between adjacent end section walls and the space(s) filled with Class SI concrete.

<u>Method of Measurement</u>. This work will be measured for payment as each, with each end of each culvert being one each.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per each for CONCRETE END SECTION, STANDARD 542001 or CONCRETE END SECTION, 542011, of the pipe diameter and slope specified.

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

| Effective Dates | Horsepower Range | Model Year |
|----------------------------|------------------|------------|
| June 1, 2010 ^{1/} | 600-749 | 2002 |
| | 750 and up | 2002 |
| June 1, 2011 ^{2/} | 100-299 | 2003 |
| | 300-599 | 2003 |
| | 600-749 | 2002 |
| | 750 and up | 2006 |
| June 1, 2012 ^{2/} | 50-99 | 2004 |
| | 100-299 | 2003 |
| | 300-599 | 2001 |
| | 600-749 | 2002 |
| | 750 and up | 2006 |

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

^{2/} Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<u>http://www.epa.gov/cleandiesel/verification/verif-list.htm</u>), or verified by the California Air Resources Board (CARB) (<u>http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm</u>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 2, 2016

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

<u>STATE OBLIGATION</u>. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

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

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

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

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The 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>22.00</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 only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprisecertification/il-ucp-directory/index.

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

In order to assure the timely award of the contract, the low bidder shall submit:

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on completed Department forms SBE 2025 and 2026.
 - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting.
 - (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to <u>DOT.DBE.UP@illinois.gov</u> or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization 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 the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation Bureau of Small Business Enterprises Contract Compliance Section 2300 South Dirksen Parkway, Room 319 Springfield, Illinois 62764

The Department will not accept a Utilization Plan if it does not meet the five 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 Utilization 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 Utilization Plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
 - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
 - (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere pro forma efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and A request may provide additional written documentation or argument delivered. concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. 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 documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

<u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

(a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.

- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owneroperator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) <u>NO AMENDMENT</u>. 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) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) <u>SUBCONTRACT</u>. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.

- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
 - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) <u>TERMINATION AND REPLACEMENT PROCEDURES</u>. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) <u>PAYMENT RECORDS</u>. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) <u>ENFORCEMENT</u>. 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.
- (h) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my 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. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

ENGINEER'S FIELD OFFICE (BDE)

Effective: April 1, 2016

Revise the fifth sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which remain the property of the Contractor after release by the Engineer, except the Department will pay that portion of the monthly long distance, monthly local telephone, and online data usage that, when combined, exceed \$250."

EQUAL EMPLOYMENT OPPORTUNITY (BDE)

Effective: April 1, 2015

<u>FEDERAL AID CONTRACTS</u>. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

"EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

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

"II. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

- That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.
- 4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5. That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- 6. That it will permit access to all relevant books, records, accounts and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

ERRATA FOR THE 2016 STANDARD SPECIFICATIONS (BDE)

Effective: April 1, 2016

- Page 84 Article 204.02. In the seventh line of the first paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 90 Article 205.06. In the first sentence of the third paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 91 Article 205.06. In the first sentence of the fourth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the second sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 91 Article 205.06. In the second line of the fifth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 91 Article 205.06. In the sixth line of the eighth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 148 Article 302.09. In the second sentence of the fifth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 99" to "Illinois Modified AASHTO T 99".
- Page 152 Article 310.09. In the second sentence of the second paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 99" to "Illinois Modified AASHTO T 99".
- Page 155 Article 311.05(a). In the first sentence of the fifth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the second sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 155 Article 311.05(a). In the second line of the sixth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".

- Page 163 Article 351.05(a). In the second sentence of the fifth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the third sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 163 Article 351.05(a). In the second line of the sixth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 169 Article 352.11. In the second sentence of the fourth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 134 (Method B)" to "Illinois Modified AASHTO T 134 (Method B)".
- Page 169 Article 352.12. In the first sentence of the first paragraph change "AASHTO T 22" to "Illinois Modified AASHTO T 22", and in the second sentence change "AASHTO T 134 (Method B)" to "Illinois Modified AASHTO T 134 (Method B)".
- Page 196 Article 406.07(a). After the footnotes in Table 1 Minimum Roller Requirements for HMA add the following:

"EQUIPMENT DEFINITION

- V_s Vibratory roller, static mode, minimum 125 lb/in. (2.2 kg/mm) of roller width. Maximum speed = 3 mph (5 km/h) or 264 ft/min (80 m/min). If the vibratory roller does not eliminate roller marks, its use shall be discontinued and a tandem roller, adequately ballasted to remove roller marks, shall be used.
- V_D Vibratory roller, dynamic mode, operated at a speed to produce not less than 10 impacts/ft (30 impacts/m).
- P Pneumatic-tired roller, max. speed 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min). The pneumatic-tired roller shall have a minimum tire pressure of 80 psi (550 kPa) and shall be equipped with heat retention shields. The self-propelled pneumatic-tired roller shall develop a compression of not less than 300 lb (53 N) nor more than 500 lb (88 N) per in. (mm) of width of the tire tread in contact with the HMA surface.
- T_B Tandem roller for breakdown rolling, 8 to 12 tons (7 to 11 metric tons), 250 to 400 lb/in. (44 to 70 N/mm) of roller width, max. speed = 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min).
- T_F Tandem roller for final rolling, 200 to 400 lb/in. (35 to 70 N/mm) of roller width with minimum roller width of 50 in. (1.25 m). Ballast shall be increased if roller marks are not eliminated. Ballast shall be decreased if the mat shoves or distorts.
- 3W- Three wheel roller, max. speed = 3 mph (5 km/h) or 264 ft/min (80 m/min), 300 to 400 lb/in. (53 to 70 N/mm) of roller width. The three-wheel roller shall weigh 10 to 12 tons (9 to 11 metric tons)."

- Page 331 Article 505.04(p). Under Range of Clearance in the first table change "in. x $10^{-6"}$ to "in. x $10^{-3"}$.
- Page 444 Article 542.03. In the Notes in Table IIIB add "CPP Corrugated Polypropylene (CPP) pipe with smooth interior".
- Page 445 Article 542.03. In the fourth column in Table IIIB (metric) change the heading for Type 5 pipe from "CPE" to "CPP".
- Page 445 Article 542.03. In the Notes in Table IIIB (metric) change "PE Polyethylene (PE) pipe with a smooth interior" to "CPP Corrugated Polypropylene (CPP) pipe with smooth interior".
- Page 449 Article 542.04(f)(2). In the third line of the second paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 544 Article 639.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, Traffic Signals," to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 546 Article 640.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 548 Article 641.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaire and Traffic Signals," to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 621 Article 727.03. In the first sentence of the third paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 629 Article 734.03(a). In the fourth line of the second paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 649 Article 801.02. In the first sentence of the first paragraph change "AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 742 Article 1003.04(c). Under Gradation in the table change "(see Article 1003.02(c))" to "(see Article 1003.01(c))".

- Page 755 Article 1004.03(b). Revise the third sentence of the first paragraph to read "For Class A (seal or cover coat), and other binder courses, the coarse aggregate shall be Class C quality or better.".
- Page 809 Article 1020.04(e). In the third line of the first paragraph change "ITP SCC-3" to "ITP SCC-4".
- Page 945 Article 1069.05. In the first sentence of the tenth paragraph change ""Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 961 Article 1070.04(b)(1). In the third sentence of the first paragraph change ""Standard Specifications of Structural Supports for Highway Signs, Luminaires and Traffic Signals" published by AASHTO" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 989 Article 1077.01. In the second sentence of the first paragraph change "Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, as published by AASHTO" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals".
- Page 1121 Article 1103.13(a). In the first line of the first paragraph change "Bridge Deck Approach Slabs." to "Bridge Deck and Approach Slabs.".

HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE) Effective: January 1, 2010 Revised:

Revised: April 1, 2016

<u>Description</u>. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

<u>Quality Control/Quality Assurance (QC/QA)</u>. Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.

b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

| "Mixture Composition | Parameter | Individual Test (includes confined | Unconfined Edge Joint Density |
|-------------------------|-------------------|---------------------------------------|----------------------------------|
| | | edges) | Minimum |
| IL-4.75 | Ndesign = 50 | 93.0 – 97.4% ^{1/} | 91.0% |
| IL-9.5 | Ndesign = 90 | 92.0 - 96.0% | 90.0% |
| IL-9.5,IL-9.5L | Ndesign < 90 | 92.5 - 97.4% | 90.0% |
| IL-19.0 | Ndesign = 90 | 93.0 - 96.0% | 90.0% |
| IL-19.0, IL-19.0L | Ndesign < 90 | 93.0 ^{2/} - 97.4% | 90.0% |
| SMA | Ndesign = 50 & 80 | 93.5 – 97.4% | 91.0%" |

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

"(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity 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.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

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."

SPEED DISPLAY TRAILER (BDE)

Effective: April 2, 2014

Revised: April 1, 2016

Add the following to Article 701.15 of the Standard Specifications:

"(m) Speed Display Trailer. A speed display trailer shall be utilized on freeways and expressways as part of Highway Standard 701400. The trailer shall be placed on the right hand side of the roadway adjacent to, or within 100 ft (30 m) beyond, the first work zone speed limit sign.

Whenever the speed display trailer is not in use, it shall be considered non-operating equipment and shall be stored according to Article 701.11."

Add the following to Article 701.20 of the Standard Specifications:

"(k) Speed Display Trailer will be paid for at the contract unit price per calendar month or fraction thereof for each trailer as SPEED DISPLAY TRAILER."

Add the following to Article 1106.02 of the Standard Specifications:

"(o) Speed Display Trailer. The speed display trailer shall consist of a LED speed indicator display with self-contained, one-direction radar mounted on an orange see-through trailer. The height of the display and radar shall be such that it will function and be visible when located behind concrete barrier.

The speed measurement shall be by radar and provide a minimum detection distance of 1000 ft (300 m). The radar shall have an accuracy of ± 1 mile per hour.

The speed indicator display shall face approaching traffic and shall have a sign legend of "YOUR SPEED" immediately above or below the speed display. The digital speed display shall show two digits (00 to 99) in mph. The color of the changeable message legend shall be a yellow legend on a black background. The minimum height of the numerals shall be 18 in. (450 mm), and the nominal legibility distance shall be at least 750 ft (250 m).

The speed indicator display shall be equipped with a violation alert that flashes the displayed detected speed when the posted limit is exceeded. The speed indicator shall have a maximum speed cutoff. The display shall include automatic dimming for nighttime operation.

The speed indicator measurement and display functions shall be equipped with the power supply capable of providing 24 hours of uninterrupted service."

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

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 $\underline{2}$. 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 shall provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

<u>Method of Measurement</u>. The unit of measurement is in hours.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)

Effective: August 1, 2012

Revised: February 1, 2014

In addition to the Contractor's equal employment opportunity affirmative action efforts undertaken as elsewhere required by this Contract, the Contractor is encouraged to participate in the incentive program to provide additional on-the-job training to certified graduates of IDOT funded pre-apprenticeship training programs outlined by this Special Provision.

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs throughout Illinois to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of this IDOT Training Program Graduate (TPG) Special Provision is to place certified graduates of these IDOT funded pre-apprentice training programs on IDOT project sites when feasible, and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. IDOT and its sub-recipients, in carrying out the responsibilities of a state contract, shall determine which construction contracts shall include "Training Program Graduate Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of IDOT funded Pre-apprenticeship Training Programs to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated IDOT staff member under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG. The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this 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 \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is $\underline{2}$. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs 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 Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the Department for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certificate showing the type and length of training satisfactorily completed.

TRAVERSABLE PIPE GRATE (BDE)

Effective: January 1, 2013

Revised: April 1, 2014

<u>Description</u>. This work shall consist of constructing a traversable pipe grate on a concrete end section.

<u>Materials</u>. Materials shall be according to the following Articles of Division 1000 – Materials of the Standard Specifications.

| Item | Article/Section |
|---|-----------------|
| (a) Traversable Pipe Grate Components (Note 1) | |
| (b) Chemical Adhesive Resin System | |
| (c) High Strength Steel Bolts, Nuts, and Washers (Note 2) | |

Note 1. All steel pipe shall be according to ASTM A 53 (Type E or S), Grade B, or ASTM A 500 Grade B, standard weight (SCH. 40). Structural steel shapes and plates shall be according to AASHTO M270 Grade 50 (M 270M Grade 345) and the requirements of Article 1006.04 of the Standard Specifications. All steel components of the grating system shall be galvanized according to AASHTO M 111 or M 232 as applicable.

Anchor rods shall be according to ASTM F 1554, Grade 36 (Grade 250).

Note 2. Threaded rods conforming to the requirements of ASTM F 1554, Grade 105 (Grade 725) may be used for the thru bolts.

CONSTRUCTION REQUIREMENTS

Fabrication of the traversable pipe grate shall be according to the requirements of Section 505 of the Standard Specifications and as shown on the plans.

Anchor rods shall be set according to Article 509.06 of the Standard Specifications. Bolts and anchor rods shall be snug tightened by a few impacts of an impact wrench or the full force of a worker using an ordinary spud wrench. Thru bolts shall be snug tightened and shall be brought to a snug tight condition followed by an additional 2/3 turn on one of the nuts. Match marks shall be provided on the bolt and nut to verify relative rotation between the bolt and the nut.

Splicing of pipes shall be made by utilizing full penetration butt welds according to Article 505.04(q) of the Standard Specifications. In lieu of welding, bolted or sleeve type splices may be utilized, provided the splices are located over intermediate supports with no more than one splice per pipe run with the exception that no splice may occur in pipe runs under 30 ft (9 m) in length.

<u>Method of Measurement</u>. This work will be measured for payment in place in feet (meters). The length measured shall be along the pipe grate elements from end to end for both longitudinal and intermediate support pipes.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per foot (meter) for TRAVERSABLE PIPE GRATE.

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: April 1, 2016

<u>Description</u>. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

"1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

"(11) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.
- b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

"(e) Warm Mix Technologies.

- (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
- (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification."

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C). WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

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

Effective: November 2, 2006

Revised: July 1, 2015

<u>Description</u>. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

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

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

- Where: CA = Cost Adjustment, \$.
 - BPI_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).
 - BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).
 - $%AC_V =$ Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC_V will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC_V and undiluted emulsified asphalt will be considered to be 65% AC_V.
 - Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: Q, tons = $A \times D \times (G_{mb} \times 46.8) / 2000$. For HMA mixtures measured in square meters: Q, metric tons = $A \times D \times (G_{mb} \times 1) / 1000$. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different G_{mb} and % $AC_{V.}$

| For bituminous materials measured in gallons: | Q, tons = V x 8.33 lb/gal x SG / 2000 |
|---|---|
| For bituminous materials measured in liters: | Q, metric tons = V x 1.0 kg/L x SG / 1000 |

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

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

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

Return With Bid

ILLINOIS DEPARTMENTOPTION FOROF TRANSPORTATIONBITUMINOUS MATERIALS COST ADJUSTMENTS

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

Contract No.: _____

Company Name:_____

Contractor's Option:

Is your company opting to include this special provision as part of the contract?

| | Yes | No | |
|------------|-----|----|-----------|
| Signature: | | | Date: |

FUEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 1, 2009

Revised: July 1, 2015

<u>Description</u>. Fuel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in fuel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name and sign and date the form shall make this contract exempt of fuel cost adjustments for all categories of work. Failure to indicate "Yes" for any category of work will make that category of work exempt from fuel cost adjustment.

<u>General</u>. The fuel cost adjustment shall apply to contract pay items as grouped by category. The adjustment shall only apply to those categories of work checked "Yes", and only when the cumulative plan quantities for a category exceed the required threshold. Adjustments to work items in a category, either up or down, and extra work paid for by agreed unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Extra work paid for at a lump sum price or by force account will not be subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

- (a) Categories of Work.
 - (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
 - (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
 - (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.

- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.
- (b) Fuel Usage Factors.

| English Units | |
|--|---------|
| Category Factor Units | |
| A - Earthwork 0.34 gal / cu yd | |
| B – Subbase and Aggregate Base courses 0.62 gal / ton | |
| C – HMA Bases, Pavements and Shoulders 1.05 gal / ton | |
| D – PCC Bases, Pavements and Shoulders 2.53 gal / cu yd | |
| E – Structures 8.00 gal / \$1000 |) |
| Metric Units | |
| Category Factor Units | |
| A - Earthwork 1.68 liters / cu n | n |
| B – Subbase and Aggregate Base courses 2.58 liters / met | ric ton |
| C – HMA Bases, Pavements and Shoulders 4.37 liters / met | ric ton |
| D – PCC Bases, Pavements and Shoulders 12.52 liters / cu n | n |
| E – Structures 30.28 liters / \$10 | 00 |

(c) Quantity Conversion Factors.

| Category | Conversion | Factor |
|----------|------------------------------------|--|
| В | sq yd to ton sq m to metric ton | 0.057 ton / sq yd / in depth 0.00243 metric ton / sq m / mm depth |
| С | sq yd to ton sq m to metric ton | 0.056 ton / sq yd / in depth 0.00239 m ton / sq m / mm depth |
| D | sq yd to cu yd sq m to cu m | 0.028 cu yd / sq yd / in depth 0.001 cu m / sq m / mm depth |

Method of Adjustment. Fuel cost adjustments will be computed as follows.

 $CA = (FPI_P - FPI_L) \times FUF \times Q$

Where: CA = Cost Adjustment, \$

- FPI_P = Fuel Price Index, as published by the Department for the month the work is performed, \$/gal (\$/liter)
- FPI_L = Fuel Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/gal (\$/liter)
- FUF = Fuel Usage Factor in the pay item(s) being adjusted
- Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

The entire FUF indicated in paragraph (b) will be used regardless of use of trucking to perform the work.

<u>Basis of Payment</u>. Fuel cost adjustments may be positive or negative but will only be made when there is a difference between the FPI_L and FPI_P in excess of five percent, as calculated by:

Percent Difference = { $(FPI_L - FPI_P) \div FPI_L$ } × 100

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

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR FUEL COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of fuel cost adjustments in all categories. Failure to indicate "Yes" for any category of work at the time of bid will make that category of work exempt from fuel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.: _____

Company Name:_____

Contractor's Option:

Is your company opting to include this special provision as part of the contract plans for the following categories of work?

| Signature | | | Date: |
|------------|-------------------------------------|-----|-------|
| Category E | Structures | Yes | |
| Category D | PCC Bases, Pavements and Shoulders | Yes | |
| Category C | HMA Bases, Pavements and Shoulders | Yes | |
| Category B | Subbases and Aggregate Base Courses | Yes | |
| Category A | Earthwork. | Yes | |

STORM WATER POLLUTION PREVENTION PLAN



Storm Water Pollution Prevention Plan

| Route | FAI 55 | Marked Rte. | I-55 at US 6 (Eames Street) |
|---------|---------------|--------------|-----------------------------|
| Section | 99(1&2)AC-R-3 | Project No. | C-91-013-10 |
| County | WILL | Contract No. | 60/30 |

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) 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.

| John Fortmann, PE | Cht Fatian |
|--|------------|
| Print Name | Signature |
| Deputy Director of Highways, Region One Engineer | 4-23-15 |
| Title | Date |
| Illinois Department of Transportation | |
| Agency | |

I. Site Description:

A. Provide a description of the project location (include latitude and longitude):

The location of this project is 41 °27'21.94"N Latitude and 88 °11'44.93"W Longitude. The project begins along the centerline of FAI 55 (US RTE 6/ Eames Street) at STA 213+40, at Interstate 55, and continues east for 3,104-FT and ends at STA 244+44. This project is located in Section 4 and 9, Township 34 north, Range 9 East, all in Will County

The design, installation, and maintenance of BMPs at these locations are within an area where annual erosivity (R-value) is less than or equal to 160. Erosivity is less than five (5) in all two (2) week periods between October 12 and April 15, which would qualify for a construction rainfall erosivity waiver under the US Construction General Permit requirements. At these locations, erosivity is highest in spring to autumn, April 16 - October 11.

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

The necessary ESC measures shall be installed prior to the start of construction and shall be maintained throughout the course of this project. There are four (4) construction stages: Construction Pre-Stage, Construction Stage 1, Construction Stage 2, and Construction Stage 3. The scope of work is to reconstruct US Route 6 within the project limits by adding a through lane in each direction; providing a 10-FT wide multi-use path along the west bound lanes from 214+00 to 226+00; providing a 5-FT wide sidewalk along the east bound lanes from 214+00 to 226+00; adding a raised median; and improving the enclosed drainage system. Permanent traffic signal and lighting features will be provided. In addition to reconstruction US Route 6, the scope of work also includes constructing the Northeast and Southeast Frontage Road at thier new locations and with thier new configurations. The construction activities will include earth excavation and embankment placement. Final construction activities and improvements will be completed with topsoil placement, erosion control blanket placement, and seeding.

C. Provide the estimated duration of this project:

Approximately two (2) years.

D. The total area of the construction site is estimated to be <u>25.0</u> acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 25.0 acres.

E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:

Pre Construction Total Area = 30.0 Acres, Impervious Area = 10.0 Acres, Pervious Area = 20.0 Acres C = ((10.0*0.95) + (15.0*0.30))/25.0 = 0.56

Post Construction Total Area = 30.0 Acres, Impervious Area = 17.0 Acres, Pervious Area = 13.0 Acres C = ((17.0*0.95)+(8.0*0.30))/25.0 = 0.74

F. List all soils found within project boundaries. Include map unit name, slope information, and erosivity:

95% of the site is of Soil Group C of soil type 802B: Orthents, loamy, undulating; with 1%-6% slopes; and K factor is 0.43.

5% of the site is of Soil Group B of soil type 318B: Lorenzo loam; with 2% to 4% slopes; and K factor is 0.24.

G. Provide an aerial extent of wetland acreage at the site:

The nine (9) Wetlands are: 1- Wetland Pond, total area = 3.43 AC; No Impact

2 - Wet Meadow, total area = 0.41 AC Permanent Impact = 0.02 AC, Temporary Impact = 0.0 AC, Total Impact = 0.02 AC

3 - Wet Meadowm , total area = 0.07 AC Permanent Impact = 0.0 AC, Temporary Impact = 0.01 AC, Total Impact = 0.01 AC

4 -Wet Meadow, total area = 0.31 AC Permanent Impact = 0.0 AC, Temporary Impact = 0.02 AC, Total Impact = 0.02 AC

6 - Wet Meadow, total area = 0.05 AC No Impact

7 - Forested Wetland , total area = 0.05 AC No Impact

8 - Wet Meadow, total area = 0.01 AC No Impact

9 - Wet Meadow, total area = 0.28 AC No Impact

10 - Wet Meadow, total area = 0.05 AC No Impact

H. Provide a description of potentially erosive areas associated with this project:

These erosive areas are at culvert outfalls and proposed roadway embankments that are 1V:6H to 1V:2H.

I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):

Construction Pre-Stage:

This consists of removing existing pavement markings and gravel shoulders to accommodate the construction of the temporary pavement along the eastbound US Route 6 lane. In addition, some storm sewer will be installed along the east bound lanes to facilitate drainage during Stage I's construction. Temporary Pavement Markings for Stage 1 will be placed. All work in this stage will be completed in slopes less than 4 %. Embankment work for the temporary pavement will be at a max. of 1V:4H.

Construction Stage 1:

The two westbound lanes of US Route 6 and portions of the southeast and northeast frontage roads will be constructed. Installation of storm sewers; grading of roadside ditches; and constructing the 10-FT wide multi-use path will be included in this stage. All work in this stage will be completed in slopes less than 4 %. All drainage ditches will be final graded. Temporary pavement for Stage II traffic will also be constructed. Embankment work for Printed 3/26/2015 Page 2 of 11 BDE 2342 (Rev. 3/20/14)

the temporary and permanent pavement will be at a max. of 1V:3H.

Construction Stage 2:

The two eastbound lanes of US Route 6; the remainder of the southeast and northeast frontage roads; and a 5-ft wide sidewalk along east bound lanes of US Route 6 will be constructed. A 5' x 4' box culvert will be installed under the southeast frontage road. Temporary pavement markings for Stage 3 will be placed. All work in this stage will be done in slopes less than 4 %. All drainage ditches will be final graded. Embankment work for the permanent pavement will be at a max. of 1V:3H.

Construction Stage 3:

The temporary pavement along westbound lanes of US Route 6 will be removed and the proposed ditches and embankment will be shaped to the final grade. Along the US Route 6 median, the proposed curb and gutters will be placed and the grass median will be completed. All existing drainage structures that required adjustments will be completed. Seeding in all disturbed areas will be completed. Final pavement markings will be placed. The permanent traffic signals will be installed. All work in this stage will be done in slopes less than 4 %.

- J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.
- K. Identify who owns the drainage system (municipality or agency) this project will drain into:

Illinois Department of Transportation.

L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located.

This project is within an MS4. It is in the Village of Channahon and is of Illinois Department of Transportation jurisdiction.

M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans:

The Des Plaines River is located 2.3 miles south and 1.5 miles east of the proposed project limits. The majority of the runoff does not directly discharge directly into this river, since it is not adjacent to the project site. Des Plaines River is not identified by the IDNR as "biologically significant stream." The Des Plaines River (Segment G-24) is listed on the IEPA's Section 303(d) list as having its fish consumption use impaired for mercury and polychlorinated-biphenyls (PCBs); and its primary recreation use impaired by fecal coliform. No TMDLs are currently being developed for this stream segment.

N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.

All work must be completed within the proposed construction limits. The existing wooded area within the interchange will be protected with temporary fence. The wetland pond located south east of the interchange, along the proposed South East Frontage Road is outside of the project limits, and therefore is also protected by temporary construction fence and erosion barrier at the construction limits.

All un-impacted wetlands located within the ROW and wetlands adjacent to the ROW will be protected during construction. Wetland exclusion fencing and "Wetland No Intrusion" signage should also be provided at the boundary of all un-impacted wetlands within/adjacent to the ROW.

- O. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:
 - Floodplain
 - Wetland Riparian
 - Threatened and Endangered Species
 - Historic Preservation
 - 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
 - Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation

Printed 3/26/2015

Page 3 of 11

- Applicable Federal, Tribal, State or Local Programs
- Other
- 1. 303(d) Listed receiving waters (fill out this section if checked above):

Des Plaines River

a. The name(s) of the listed water body, and identification of all pollutants causing impairment:

The Des Plaines River (Segment G-24) is listed on the IEPA's Section 303(d) list as having its fish consumption use impaired for mercury and polychlorinated-biphenyls (PCBs); and its primary recreation use impaired by fecal coliform.

b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:

Erosion and sediment control measures are designed to limit the sediment from leaving the construction site. The measures proposed are temporary erosion control fences, ditch checks, and inlet protections. Permanent measures are riprap at drainage outlets and seeding for all disturbed areas.

c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:

There is no direct discharge from the project site to the listed water body. The listed water body is located 2.3 miles south and 1.5 miles east of the proposed project limits. The majority of the runoff does not directly discharge directly into this river.

d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

The construction dewatering effluent discharges into existing IDOT storm sewers that are along IL RTE 6, and daylights into open ditches.

- 2. TMDL (fill out this section if checked above)
 - a. The name(s) of the listed water body:

n/a

b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:

n/a

c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:

Antifreeze / Coolants

Other (specify)

Other (specify)

Other (specify)

Other (specify)

Other (specify)

Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)

Waste water from cleaning construction equipment

 \boxtimes

 \boxtimes

 \boxtimes

n/a

- P. The following pollutants of concern will be associated with this construction project:
 - Soil Sediment
 - Concrete
 - Concrete Truck Waste
 - Concrete Curing Compounds
 - Solid Waste Debris
 - Paints
 - Solvents
 - Fertilizers / Pesticides
- II. Controls:

Page 4 of 11

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

- A. Erosion and Sediment Controls: At a minimum, controls must be coordinated, installed and maintained to:
 - 1. Minimize the amount of soil exposed during construction activity;
 - 2. Minimize the disturbance of steep slopes;
 - 3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
 - 4. Minimize soil compaction and, unless infeasible, preserve topsoil.
- B. 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 but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(B)(1) and II(B)(2), stabilization measures shall be initiated immediately where construction activities have temporarily or permanently ceased, but in no case more than one (1) day after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.
 - 1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
 - 2. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.

The following stabilization practices will be used for this project:

- Preservation of Mature Vegetation
- Vegetated Buffer Strips
- Protection of Trees
- Temporary Erosion Control Seeding
- Temporary Turf (Seeding, Class 7)
- Temporary Mulching
- Permanent Seeding

- Erosion Control Blanket / Mulching
- Sodding
- Geotextiles
- Other (specify) temp. fence
- Other (specify) Mulch Method 2
- Other (specify)
- Other (specify)

Describe how the stabilization practices listed above will be utilized during construction:

Preservation of Mature Vegetation and Protection of Trees will stabilize the areas adjacent to the construction limits and will reduce the velocity of runoff and filter storm water runoff.

Mulch and temporary seeding will be used to control erosion during the pre-stage activities.

Temporary Fence will be in place at the beginning of construction and remain for the duration of the project. This will protect the tree root zones. In addition, tree pruning and tree root pruning will be provided for any unavoidable impacts to tree that are to remain.

Temporary erosion control seeding and temporary mulch will be used throughout on any bare surfaces after 7 days on no activity. Erosion control blankets will be used as a temporary measure on 2:1 slopes.

Geotextile filter fabric will be placed under the rock out falls to prevent the underlining soils from washing away.

Permanent stabilization shall be completed at each stage prior to switching traffic for the next stage

Erosion Control Blanket will be placed onto prepared, seeded soils to prevent the seeds from washing away and erosion of the prepared seed bed.

Mulch Method 2 should be applied to slopes for temporary stabilization prior to seasons when temporary seed will rinted 3/26/2015 Page 5 of 11 BDE 2342 (Rev. 3/20/14)

not germinate; for example mid-July and February.

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

After the completion of construction activities, all disturbed areas will be seeded with ECB. Riprap will continue to provide stability at drainage outlets. Stabilization practices controls runoff volume and velocity, peak runoff rates, and volumes of discharge. It also minimizes exposed soil, disturbed slopes, and sediment discharges from construction. It provides as natural buffers and minimizes soil compaction. Existing vegetated areas where disturbance can be avoided will not require stabilization.

C. Structural Practices: Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

The following structural practices will be used for this project:

| \boxtimes | Perimeter Erosion Barrier | | Rock Outlet Protection |
|-------------|-------------------------------|-------------|--|
| \boxtimes | Temporary Ditch Check | \boxtimes | Riprap |
| \boxtimes | Storm Drain Inlet Protection | | Gabions |
| | Sediment Trap | | Slope Mattress |
| | Temporary Pipe Slope Drain | | Retaining Walls |
| | Temporary Sediment Basin | | Slope Walls |
| | Temporary Stream Crossing | | Concrete Revetment Mats |
| \boxtimes | Stabilized Construction Exits | | Level Spreaders |
| \boxtimes | Turf Reinforcement Mats | \boxtimes | Other (specify) Storm Sewer Construction |
| | Permanent Check Dams | \boxtimes | Other (specify) Pipe Inlet Protection |
| | Permanent Sediment Basin | \boxtimes | Other (specify) Mulch method 2 |
| | Aggregate Ditch | | Other (specify) |
| | Paved Ditch | | Other (specify) |
| | | | |

Describe how the structural practices listed above will be utilized during construction:

Perimeter erosion barrier will be installed at the beginning of construction and remain in place for the duration of the project.

Storm drain inlet protection for pipe inlets is comprised of ditch checks, temporary seeding, and temporary erosion control blankets. Storm drain inlet protections for catch basins are of inlet filters. These protection devices will filter sediment from entering into inlets, catch basins and the upstream ends of minor culverts.

Stabilized construction exits/entrances will reduce the amount of sediment and pollutants transported onto paved roads by construction equipment. This is done when the mud and dirt are knocked off from the vehicle tires. All work associated with installation and maintenance of this item is incidental to the contract.

Temporary ditch checks will reduce the velocity of the flowing water in the ditch thereby allowing sediment to settle and reducing erosion. This can also be used for temporary pipe inlet protection to filter sediment from entering into the existing or proposed pipe and or culverts.

Pipe inlet protection for both existing and proposed culverts and inlets will filter sediment before it enters the storm sewer system. This will be placed during rough grading and in unpaved areas prior to the establishment of vegetative cover. In addition, temporary ditch checks, temporary seeding, and erosion control blanket shall be utilized as pipe protection at the discretion of the RE.

Turf Reinforcement Mats will enhance vegetation growth along steep embankment slopes because it can stand up to stormwater and allow thicker vegetation to grow through the larger openings in the mat. They also provide additional reinforcement that doubles your vegetation's natural erosion protection abilities.

Rip Rap will and can be used to stabilize the drainage outlets.

Printed 3/26/2015

Page 6 of 11

Erosion and Sediment control plan for storm sewer construction, which the contractor shall provide to the RE, is a plan so a stabilized flow line will be provided during storm sewer construction. The use of a stabilized flow line between installed storm sewer and open disturbance will reduce the potential for offsite discharge of sediment bearing waters. The contractor shall have a stabilized flowline during storm sewer under construction when rain is forecasted, so that flow will not erode. Lack of an approved plan or failure to comply will result in an ESC Deficiency deduction.

Mulch Method 2 should be applied to slopes for temporary stabilization prior to seasons when temporary seed will not germinate; for example mid-July and February

All work associated with installation and maintenance of Stabilized Construction Entrances, concrete washouts are incidental to the contract.

Describe how the structural practices listed above will be utilized after construction activities have been completed:

Riprap will continue to provide stability at drainage outlets.

D. Treatment Chemicals

Will polymer flocculants or treatment chemicals be utilized on this project: Yes X No

If yes above, identify where and how polymer flocculants or treatment chemicals will be utilized on this project.

- E. **Permanent Storm Water Management Controls:** Provided below is a description of measures that will be installed during the construction process to control volume and 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.
 - Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

The practices selected for implementation were determined on the basis of the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design and Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

2. 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 permanent storm water management controls:

Riprap will continue to provide stability at drainage outlets.

F. Approved State or Local Laws: The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the 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:

N/A at this time.

Printed 3/26/2015

Page 7 of 11

- G. **Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.
 - 1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
 - Approximate duration of the project, including each stage of the project
 - Rainy season, dry season, and winter shutdown dates
 - Temporary stabilization measures to be employed by contract phases
 - Mobilization timeframe
 - Mass clearing and grubbing/roadside clearing dates
 - Deployment of Erosion Control Practices
 - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
 - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
 - · Paving, saw-cutting, and any other pavement related operations
 - Major planned stockpiling operations
 - Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
 - Permanent stabilization activities for each area of the project
 - 2. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
 - Vehicle Entrances and Exits Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
 - Material Delivery, Storage and Use Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
 - Stockpile Management Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
 - Waste Disposal Discuss methods of waste disposal that will be used for this project.
 - Spill Prevention and Control Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
 - Concrete Residuals and Washout Wastes Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
 - Litter Management Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
 - Vehicle and Equipment Fueling Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Vehicle and Equipment Cleaning and Maintenance Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Dewatering Activities Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
 - Polymer Flocculants and Treatment Chemicals Identify the use and dosage of treatment chemicals and
 provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the
 chemicals will be used and identify who will be responsible for the use and application of these
 chemicals. The selected individual must be trained on the established procedures.
 - Additional measures indicated in the plan.

III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides to the Contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

Printed 3/26/2015

Page 8 of 11

All ESC measures will be maintained in accordance with the IDOT Erosion and Sediment Control Field Guide for Construction Inspection http://www.dot.state.il.us/desenv/environmental/stormwater.html) and IDOT's Best Management Practices – Maintenance Guide (http://www.dot.il.gov/desenv/environmental/bestpractices.html

Temporary Erosion Control Seeding - Reapply seed if stabilization has not been achieved. Apply temporary mulch to hold seed in place if seed has been washed away or found to be concentrating in ditch bottoms. Mow if Necessary, to promote seed soil contact when excessive weed development occurs. Restore rills, greater than 2 inches deep, as quickly as possible, on slopes steeper than 1V:4H to prevent sheet flow from becoming concentrated flow. Supplement BMPs if weather conditions are not conductive to germination.

Mulch - Repair straw if blown or washed away or if hydraulic mulch washes away. Place tackifiers or ECB if mulch does not control erosion.

Erosion Control Blanket (ECB) - Repair damage due to water running beneath the blanket and restore ECBs when displacement occurs. Reseeding may be necessary. Replace all displaced ECBs and restaple.

Perimeter Erosion Barrier (PEB) - Restore fences that are not upright. Clean silt filter when silt filter is full of silt and sediment to allow proper drainage. Repair tears, gaps, or undermining. Restore leaning PEB and Ensure Taut. Repair or Replace any missing or broken stakes immediately. Clean PEB if sediment reaches one-third height of barrier. Remove PEB once final stabilization establishes since PEB is no longer necessary and should be removed. Repair PEB if undermining occurs anywhere along its entire length.

Storm Drain Inlet Protection - Remove sediment from inlet filter basket is 25% full or 50% of the fabric pores are covered with silt. Remove ponding water on road surfaces immediately. Clean filter if standing water is present longer than one hour after rain event. Clean sediment or replace silt fence and straw bale inlet protection when sediment accumulates to one-third the height of the fabric. Remove trash accumulated around or on top of practice. When filter is removed for cleaning, replace filter if any tear is present.

Rock Outlet Protection - Restore dislodged protection at outlet structures and correct erosion that may occur. Remove sediment buildup that deposits in the protection. Remedy deficient areas, prone to increased erosion, immediately to prevent greater deficiencies. Remove sediment when voids are full and replace protection. Protection is reusable if the accumulated sediment is removed. Temporary devices (temporary pipe slope drains) should be completely removed as soon as the surrounding drainage area has been stabilized or at the completion of construction.

Protecting Existing Vegetation and Natural Features - Repair and/ or replace perimeter controls and stabilization measures when stockpile material has potential to be discharged or leave the limits of protection. Remove all off-tracked material by sweeping or other methods. Update the SWPPP and ESC plans anytime a stockpile location has been removed, relocated, added, or required maintenance. Handle contaminated soil stockpiles according to article 669-11 Temporary Staging in the Standard Specifications. During summer months, stockpiles should be watered to maintain the crop cover.

Stabilized Construction Exits - Replenish stone or replace exit if vehicles continue to track sediment onto the roadway from the construction site. Sweep sediment on roadway from construction activities immediately. Ensure culverts are free from damage. Use street sweeping in conjunction with this BMP to remove sediment not removed by the by the stabilized construction exit.

All maintenance is the responsibility of the contractor.

All ESC measures should be checked weekly and after each rainfall, 0.5 inches or greater in a 24 hour period, or equivalent snowfall. Additionally, during winter months, all measures should be checked after each significant snowmelt.

All offsite borrow, waste, and use areas are part of the construction site and are to be inspected according to the language in this section.

IV. Inspections:

Page 9 of 11

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm or by the end of the following business or work day that is 0.5 inch or greater or equivalent snowfall.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: <u>epa.swnoncomp@illinois.gov</u>, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA 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 non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

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

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

Additional Inspections Required:

V. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.

Page 10 of 11



Contractor Certification Statement

Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.G of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

| Route | FAI 55 | Marked Rte. | US RTE 6 / EAMES STREET | |
|---------|---------------|--------------|-------------------------|--|
| Section | 99(1&2)AC-R-3 | Project No. | P-91-240-12 | |
| County | WILL | Contract No. | 60130 | |

This certification statement is a part of SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

Contractor

Sub-Contractor

Print Name

Title

Name of Firm

Street Address

Signature

Date

Telephone

City/State/ZIP

Items which this Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP:

Page 7 of 7

404 PERMIT LRC-2015-00090



DEPARTMENT OF THE ARMY CHICAGO DISTRICT, CORPS OF ENGINEERS 231 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60604-1437

December 3, 2015

Technical Services Division Regulatory Branch LRC-2015-00090

SUBJECT: Authorization to Discharge 0.02 Acres of Fill for the Roadway Improvements at Interstate 55 at U.S. Route 6 in Channahon, Will County, Illinois

John Fortmann Illinois Department of Transportation 201 West Center Street Schaumburg, Illinois 60196

Dear Mr. Fortmann:

This office has verified that your proposed activity complies with the terms and conditions of Regional Permit 3 (Transportation Projects), Category I of the Regional Permit Program (RPP).

This verification expires three (3) years from the date of this letter and covers only your activity as described in your notification and as shown on the plans entitled "F.A.I RTE. 55 at U.S. 6 (Eames St.) – Section 99(1&2)AC-R-3 – Project: - Roadway and Frontage Road Reconstruction – Will County – C-91-013-10" dated March 27, 2015, prepared by the Illinois Department of Transportation. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If you anticipate changing the design or location of the activity, you should contact this office to determine the need for further authorization.

The activity may be completed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP, including conditions of water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency (IEPA). If the design, location, or purpose of the project is changed, you should contact this office to determine the need for further authorization.

The following special conditions are a requirement of your authorization:

- 1. To avoid potential impacts to the northern long-eared bat (Myotis septentrionalis), tree clearing (trees 3" DBH or greater) shall only occur between October 1 and March 31 of any construction year.
- You are required to retain a qualified Independent SESC Inspector (ISI). The following requirements apply:

- 2 -

- a. You shall contact this office and the ISI at least 10 calendar days prior to the preconstruction meeting so that a representative of this office may attend. The meeting agenda will include a discussion of the SESC plan and the installation and maintenance requirements of the SESC practices on the site;
- b. The ISI will perform weekly inspections of the implemented SESC measures to ensure proper installation and regular maintenance of the approved methods. The ISI contact information form shall be submitted to this office via e-mail and/or hard copy prior to commencement of the permitted work;
- c. The ISI shall submit to the Corps an inspection report with digital photographs of the SESC measures on a weekly basis during the active and non-active phases of construction. An inspection report shall also be submitted at the completion of the project once the SESC measures have been removed and final stabilization has been completed; and
- d. Field conditions during project construction may require the implementation of additional SESC measures not included in the SESC plans for further protection of aquatic resources. You shall contact this office immediately in the event of any changes or modifications to the approved plan set or non-compliance of an existing SESC method. Upon direction of the Corps, corrective measure shall be instituted at the site to resolve the problem along with a plan to protect and/or restore the impacted jurisdictional area(s). If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.
- 3. Under no circumstances shall the Contractor prolong final grading and shaping so that the entire project can be permanently seeded at one time. Permanent stabilization within the wetland and stream buffers identified in the plans shall be initiated immediately following the completion of work. Final stabilization of these areas should not be delayed due to utility work to be performed by others.
- 4. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization.
- A copy of this authorization must be present at the project site during all phases of construction.
- 6. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.
- 7. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions.

- 3 -

The authorization is without force and effect until all other permits or authorizations from local, state, or other Federal agencies are secured. Please note that IEPA has issued Section 401 Water Quality Certification for this RP. These conditions are included in the enclosed fact sheet. If you have any questions regarding Section 401 certification, please contact Mr. Dan Heacock at IEPA's Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-3362.

Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Mr. Soren Hall of my staff by telephone at 312-846-5532, or email at Soren.G.Hall@usace.army.mil.

Sincerely,

ung hymine

Keith L. Wozniak Chief, West Section Regulatory Branch

Enclosures

Copy Furnished:

Huff & Huff (Alycia Kluenenberg)



PERMIT COMPLIANCE

CERTIFICATION

Permit Number: LRC-2015-00090

Permittee: John Fortmann Illinois Department of Transportation

Date:

December 3, 2015

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of said permit and if applicable, compensatory wetland mitigation was completed in accordance with the approved mitigation plan.¹

PERMITTEE

DATE

Upon completion of the activity authorized by this permit and any mitigation required by the permit, this certification must be signed and returned to the following address:

U.S. Army Corps of Engineers Chicago District, Regulatory Branch 231 South LaSalle Street, Suite 1500 Chicago, Illinois 60604-1437

Please note that your permitted activity is subject to compliance inspections by Corps of Engineers representatives. If you fail to comply with this permit, you may be subject to permit suspension, modification, or revocation.

¹ If compensatory mitigation was required as part of your authorization, you are certifying that the mitigation area has been graded and planted in accordance with the approved plan. You are acknowledging that the maintenance and monitoring period will begin after a site inspection by a Corps of Engineers representative or after thirty days of the Corps' receipt of this certification. You agree to comply with all permit terms and conditions, including additional reporting requirements, for the duration of the maintenance and monitoring period.

GENERAL CONDITIONS 404 PERMIT LRC-2015-00090



US Army Corps of Engineers® Chicago District

GENERAL CONDITIONS APPLICABLE TO THE 2012 REGIONAL PERMIT PROGRAM

The permittee shall comply with the terms and conditions of the Regional Permits and the following general conditions for all activities authorized under the RPP:

1. <u>State 401 Water Quality Certification</u> - Water quality certification under Section 401 of the Clean Water Act may be required from the Illinois Environmental Protection Agency (IEPA). The District may consider water quality, among other factors, in determining whether to exercise discretionary authority and require an Individual Permit. Please note that Section 401 Water Quality Certification is a requirement for projects carried out in accordance with Section 404 of the Clean Water Act. Projects carried out in accordance with Section 10 of the Rivers and Harbors Act of 1899 do not require Section 401 Water Quality Certification

On March 2, 2012, the IEPA granted Section 401 certification, with conditions, for all Regional Permits, except for activities in certain waterways noted under RPs 4 and 8. The following conditions of the certification are hereby made conditions of the RPP:

- 1. The applicant shall not cause:
 - a) a violation of applicable water quality standards of the Illinois Pollution Control Board Title 35, Subtitle C: Water Pollution Rules and Regulations;
 - b) water pollution defined and prohibited by the Illinois Environmental Protection Act;
 - c) interference with water use practices near public recreation areas or water supply intakes;
 - d) a violation of applicable provisions of the Illinois Environmental Protection Act.

The applicant shall provide adequate planning and supervision during the project construction period for implementing construction methods, processes and cleanup procedures necessary to prevent water pollution and control erosion.

- 3. Except as allowed under condition 9, any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all State statutes, regulations and permit requirements with no discharge to waters of the State unless a permit has been issued by the Illinois EPA. Any backfilling must be done with clean material placed in a manner to prevent violation of applicable water quality standards.
- 4. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent soil erosion during construction shall be taken and may include the installation of sedimentation basins and temporary mulching. All construction within the waterway shall be conducted during zero or low flow conditions. The applicant shall be responsible for obtaining a NPDES Stormwater Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of (1) one or more acres, total land area. A NPDES Stormwater Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Illinois EPA's Division of Water Pollution Control, Permit Section.
- The applicant shall implement erosion control measures consistent with the Illinois Urban Manual (IEPA/USDA, NRCS; 2011, http://aiswcd.org/IUM/index.html).
- 6. The applicant is advised that the following permits(s) must be obtained from the Illinois EPA: The applicant must obtain permits to construct sanitary sewers, water mains, and related facilities prior to construction.
- Backfill used in the stream-crossing trench shall be predominantly sand or larger size material, with less than 20% passing a #230 U.S. sieve.
- Any channel relocation shall be constructed under dry conditions and stabilized to prevent erosion prior to the diversion of flow.
- D. Backfill used within trenches passing through surface waters of the State, except wetland areas, shall be clean course aggregate, gravel or other material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material may be used only if:
 - a) particle size analysis is conducted and demonstrates the material to be at least 80% sand or larger size material, using #230 U.S. sieve; or
 - b) excavation and backfilling are done under dry conditions.
- 10. Backfill used within trenches passing through wetland areas shall consist of clean material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material shall be used to the extent practicable, with the upper six (6) to twelve (12) inches backfilled with the topsoil obtained during trench excavation.
- 11. Any applicant proposing activities in a mined area or previously mined area shall provide to the IEPA a written determination regarding the sediment and materials used which are considered "acid-producing material" as defined in 35 II. Adm. Code,

Subtitle D. If considered "acid-producing material," the applicant shall obtain a permit to construct pursuant to 35 II. Adm. Code 404.101.

- 12. Asphalt, bituminous material and concrete with protruding material such as reinforcing bar or mesh shall not be 1) used for backfill, 2) placed on shorelines/stream banks, or 3) placed in waters of the State.
- 13. Applicants that use site dewatering techniques in order to perform work in waterways for construction activities approved under Regional Permits 1 (Residential, Commercial and Institutional Developments), 2 (Recreation Projects), 3 (Transportation Projects), 7 (Temporary Construction Activities), 9 (Maintenance) or 12 (Bridge Scour Protection) shall maintain flow in the stream during such construction activity by utilizing dam and pumping, fluming, culverts or other such techniques.
- 14. In addition to any action required of the Regional Permit 13 (Cleanup of Toxic and Hazardous Materials Projects) applicant with respect to the "Notification" General Condition 22, the applicant shall notify the Illinois EPA Bureau of Water, of the specific activity. This notification shall include information concerning the orders and approvals that have been or will be obtained from the Illinois EPA Bureau of Land (BOL) for all cleanup activities under BOL jurisdiction, or for which authorization or approval is sought from BOL for no further remediation. This Regional Permit is not valid for activities that do not require or will not receive authorization or approval from the BOL.

2. <u>Threatened and Endangered Species</u> - If the District determines that the activity may affect Federally listed species or critical habitat, the District will initiate section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) in accordance with the Endangered Species Act of 1973, as amended (Act). Applicants shall provide additional information that would enable the District to conclude that the proposed action will have no effect on federally listed species.

The application packet shall indicate whether resources (species, their suitable habitats, or critical habitat) listed or designated under the Act, may be present within areas affected (directly or indirectly) by the proposed project. Applicants shall provide a section 7 species list for the action area using the on-line process at the USFWS website. You can access "U.S. Fish and Wildlife Service Endangered Species Program of the Upper Midwest" website at www.fws.gov/midwest/Endangered. Click on the section 7 Technical Assistance green shaded box in the lower right portion of the screen and follow the instructions to completion. Review all documentation pertaining to the species list, provide the rationale for your effects determination for each species, and send the information to this office for review.

If no species, their suitable habitats, or critical habitat are listed, then a "no effect" determination can be made, and section 7 consultation is not warranted. If species or critical habitat appear on the list or suitable habitat is present within the action area, then a biological assessment or biological evaluation will need to be completed to determine if the proposed action will have "no effect" or "may effect" the species or suitable habitat. The District will request initiation of section 7 consultation with the USFWS upon agreement with the applicant on the effect determinations in the biological assessment or biological evaluation. If the issues are not resolved, the analysis of the situation is complicated, or impacts to listed species or critical habitat are found to be greater than minimal, the District will consider reviewing the project under the Individual Permit process.

Projects in Will, DuPage, or Cook Counties that are located in the recharge zones for Hine's emerald dragonfly critical habitat units may be reviewed under the RPP, with careful consideration due to the potential impacts to the species. All projects reviewed that are located within 3.25 miles of a critical habitat unit will be reviewed under Category II of the RPP. Please visit the following website for the locations of the Hine's emerald dragonfly critical habitat units in Illinois. http://www.fws.gov/midwest/endangered/insects/hed/FRHinesFinalRevisedCH.html

3. <u>Historic Properties</u> - In cases where the District determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity may require an Individual Permit. A determination of whether the activity may be authorized under the RPP instead of an Individual Permit will not be made until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the District with the appropriate documentation to demonstrate compliance with those requirements.

Non-Federal permittees must include notification to the District if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the permit application must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing permit submittals, the District will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. Based on the information submitted and these efforts, the District shall determine whether the properties which the activity may have the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity whas no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

2

The District will take into account the effects on such properties in accordance with 33 CFR Part 325, Appendix C, and 36 CFR 800. If all issues pertaining to historic properties have been resolved through the consultation process to the satisfaction of the District, Illinois Historic Preservation Agency (IHPA) and Advisory Council on Historic Preservation, the District may, at its discretion, authorize the activity under the RPP instead of an Individual Permit.

Applicants are encouraged to obtain information on historic properties from the IHPA and the National Register of Historic Places at the earliest stages of project planning. For information, contact:

Illinois Historic Preservation Agency 1 Old State Capitol Plaza Springfield, IL 62701-1507 (217) 782-4836 www.illinoishistory.gov

If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity, you must immediately notify this office of what you have found, and to the maximum extent practicable, stop activities that would adversely affect those remains and artifacts until the required coordination has been completed. We will initiate the Federal, Tribal and State coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. <u>Soil Erosion and Sediment Control</u> - Measures shall be taken to control soil erosion and sedimentation at the project site to ensure that sediment is not transported to waters of the U.S. during construction. Soil erosion and sediment control measures shall be implemented before initiating any clearing, grading, excavating or filling activities. All temporary and permanent soil erosion and sediment control measures shall be maintained throughout the construction period and until the site is stabilized. All exposed soil and other fills, and any work below the ordinary high water mark shall be permanently stabilized at the earliest practicable date.

Applicants are required to prepare a soil erosion and sediment control (SESC) plan including temporary BMPs. The plan shall be designed in accordance with the Illinois Urban Manual, 2011 (http://aiswcd.org/IUM/index.html). Practice standards and specifications for measures outlined in the soil erosion and sediment control plans will follow the latest edition of the "Illinois Urban Manual: A Technical Manual Designed for Urban Ecosystem Protection and Enhancement." Additional Soil Erosion and Sediment Control (SESC) measures not identified in the Illinois Urban Manual may also be utilized upon District approval.

At the District's discretion, an applicant may be required to submit the SESC plan to the local Soil and Water Conservation District (SWCD), or the Lake County Stormwater Management Commission (SMC) for review. When the District requires submission of an SESC plan, the following applies: An activity may not commence until the SESC plan for the project site has been approved; The SWCD/SMC will review the plan and provide a written evaluation of its adequacy; A SESC plan is considered acceptable when the SWCD/SMC has found that it meets technical standards. Once a determination has been made, the authorized work may commence unless the SWCD/SMC has requested that they be notified prior to commencement of the approved plans. The SWCD/SMC may attend pre-construction meetings with the permittee and conduct inspections during construction to determine compliance with the plans. Applicants are encouraged to begin coordinating with the appropriate SWCD/SMC office at the earliest stages of project planning. For information, contact:

Kane-DuPage SWCD 2315 Dean Street, Suite 100 St. Charles, IL 60174 (630) 584-7961 ext.3 www.kanedupageswcd.org

North Cook SWCD 899 Jay Street Elgin, IL 60120 (847) 468-0071 www.northcookswcd.org McHenry-Lake County SWCD 1648 South Eastwood Dr. Woodstock, IL 60098 (815) 338-0099 ext.3 www.mchenryswcd.org

Lake County SMC 500 W. Winchester Rd, Suite 201 Libertyville, IL 60048 (847) 377-7700 www.lakecountyil.gov/stormwater

5. <u>Total Maximum Daily Load</u> - For projects that include a discharge of pollutant(s) to waters for which there is an approved Total Maximum Daily Load (TMDL) allocation for any parameter, the applicant shall develop plans and BMPs that are consistent with the assumptions and requirements in the approved TMDL. The applicant must incorporate into their plans and BMPs any conditions applicable to their discharges necessary for consistency with the assumptions and requirements of the TMDL within any timeframes established in the TMDL. The applicant must carefully document the justifications for all BMPs and plans, and install, implement and maintain practices and BMPs that are consistent with all relevant TMDL allocations and with all relevant conditions in an implementation plan. Information regarding the TMDL program, including approved TMDL allocations, can be found at the following website: www.epa.state.il.us/water/tmdl/

6. <u>Floodplain</u> - Discharges of dredged or fill material into waters of the United States within the 100-year floodplain (as defined by the Federal Emergency Management Agency) resulting in permanent above-grade fills shall be avoided and minimized to the maximum extent practicable. When such an above-grade fill would occur, the applicant may need to obtain approval from the Illinois

Department of Natural Resources, Office of Water Resources, (IDNR-OWR) which regulates activities affecting the floodway and the local governing agency (e.g., Village or County) with jurisdiction over activities in the floodplain. Compensatory storage may be required for fill within the floodplain. Applicants are encouraged to obtain information from the IDNR-OWR and the local governing agency with jurisdiction at the earliest stages of project planning. For information on floodway construction, contact:

IDNR/OWR 2050 Stearns Road Bartlett, IL 60103 (847) 608-3100 http://dnr.state.il.us/owr/

For information on floodplain construction, please contact the local government and/or the Federal Emergency Management Agency. Pursuant to 33 CFR 320.4(j), the District will consider the likelihood of the applicant obtaining approval for above-ground permanent fills in floodplains in determining whether to issue authorization under the RPP.

7. <u>Navigation</u> - No activity may cause more than a minimal adverse effect on navigation. Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

8. Proper Maintenance - Any authorized structure or fill shall be properly maintained, including that necessary to ensure public safety.

9. Aquatic Life Movements - No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including species that normally migrate through the area, unless the activity's primary purpose is to impound water.

10. Equipment - Soil disturbance and compaction shall be minimized through the use of matting for heavy equipment, low ground pressure equipment, or other measures as approved by the District.

11. <u>Wild and Scenic Rivers</u> - No activity may occur in a component of the National Wild and Scenic River System or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in an official study status. Information on Wild and Scenic Rivers may be obtained from the appropriate land management agency in the area, such as the National Park Service and the U.S. Forest Service.

12. Tribal Rights - No activity or its operation may impair reserved tribal rights, such as reserved water rights, treaty fishing and hunting rights.

13. <u>Water Supply Intakes</u> - No discharge of dredged or fill material may occur in the proximity of a public water supply intake except where the discharge is for repair of the public water supply intake structures or adjacent bank stabilization.

14. Shellfish Production - No discharge of dredged or fill material may occur in areas of concentrated shellfish production.

15. <u>Suitable Material</u> - No discharge of dredged or fill material may consist of unsuitable material and material discharged shall be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act). Unsuitable material includes trash, debris, car bodies, asphalt, and creosote treated wood.

16. Spawning Areas - Discharges in spawning areas during spawning seasons shall be avoided to the maximum extent practicable.

17. <u>Obstruction of High Flows</u> - Discharges shall not permanently restrict or impede the passage of normal or expected high flows. All crossings shall be culverted, bridged or otherwise designed to prevent the restriction of expected high water flows, and shall be designed so as not to impede low water flows or the movement of aquatic organisms.

18. <u>Impacts From Impoundments</u> - If the discharge creates an impoundment of water, adverse impacts on aquatic resources caused by the accelerated passage of water and/or the restriction of its flow shall be avoided to the maximum extent practicable.

19. Waterfowl Breeding Areas - Discharges into breeding areas for migratory waterfowl shall be avoided to the maximum extent practicable.

20. <u>Removal of Temporary Fills</u> - Any temporary fill material shall be removed in its entirety and the affected area returned to its preexisting condition.

21. <u>Mitigation</u> - All appropriate and practicable steps must first be taken to avoid and minimize impacts to aquatic resources. For unavoidable impacts, compensatory mitigation is required to replace the loss of wetland, stream, and/or other aquatic resource functions (33 CFR 332). The proposed compensatory mitigation shall utilize a watershed approach and fully consider the ecological needs of the watershed. Where an appropriate watershed plan is available, mitigation site selection should consider recommendations in the plan. The applicant shall describe in detail how the mitigation site was chosen and will be developed, based on the specific

resource need of the impacted watershed. Permit applicants are responsible for proposing an appropriate compensatory mitigation option to offset unavoidable impacts. However, the District is responsible for determining the appropriate form and amount of compensatory mitigation required when evaluating compensatory mitigation options, and determining the type of mitigation that would be environmentally preferable. In making this determination, the District will assess the likelihood for ecological success and sustainability, the location of the compensation site relative to the impact site and their significance within the watershed. Methods of providing compensatory mitigation will be accomplished by establishing a minimum ratio of 1.5 acres of mitigation for every 1.0 acre of impact to waters of the U.S. Furthermore, the District has the discretion to require additional mitigation to ensure that the impacts are no more than minimal. Further information is available at www.lrc.usace.army.mil/Missions/Regulatory/Illinois/Mitigation.aspx

22. <u>Notification</u> - The applicant shall provide written notification (i.e., a complete application) for a proposed activity to be authorized under the RPP prior to commencing a proposed activity. The District's receipt of the complete application is the date when the District receives all required notification information from the applicant (see below). If the District informs the applicant within 60 calendar days that the notification is incomplete (i.e., not a complete application), the applicant shall submit to the District, in writing, the requested information to be considered for review under the Regional Permit Program. A new 60 day review period will commence when the District receives the requested information. Applications that involve unauthorized activities that are completed or partially completed by the applicant are not subject to the 60-day review period.

For all activities, notification shall include:

- a. A cover letter providing a detailed narrative of the proposed activity describing all work to be performed, a clear project purpose and need statement, the Regional Permit(s) to be used for the activity, the area (in acres) of waters of the U.S. to be impacted (be sure to specify if the impact is permanent or temporary, and identify which area it affects), and a statement that the terms and conditions of the RPP will be followed.
- b. A completed joint application form for Illinois signed by the applicant or agent. The application form is available at www.lrc.usace.army.mil/Portals/36/docs/regulatory/forms/appform.pdf. If the applicant does not sign the joint application form, notification shall include a signed, written statement from the applicant designating the agent as their representative.
- c. A delineation of waters of the U.S., including wetlands, for the project area, and for areas adjacent to the project site (off-site wetlands shall be identified through the use of reference materials including review of local wetland inventories, soil surveys and the most recent available aerial photography), shall be prepared in accordance with the current U.S. Army Corps of Engineers methodology (www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/reg_supp.aspx) and generally conducted during the growing season.* Our wetland delineation standards are available at www.lrc.usace.army.mil/Portals/36/docs/regulatory/pdf/Delineations.pdf. For sites supporting wetlands, the delineation shall include a Floristic Quality Assessment (Swink and Wilhelm. 1994, latest edition, Plants of the Chicago Region). The delineation shall also include information on the occurrence of any high-quality aquatic resources (see Appendix A), and a listing of waterfowl, reptile and amphibian species observed while at the project area. The District reserves the right to exercise judgment when reviewing submitted wetland delineations. Flexibility of the requirements may be determined by the District on a case-by-case basis only.
- d. A street map showing the location of the project area.
- e. Latitude and longitude for the project in decimal degrees format (i.e. 41.88377N, -87.63960W).
- f. Preliminary engineering drawings sized 11" by 17" (full-sized may be requested by the project manager and you may also submit plans in PDF format on a disc) showing all aspects of the proposed activity and the location of waters of the U.S. to be impacted and not impacted. The plans shall include grading contours, proposed and existing structures such as buildings footprints, roadways, road crossings, stormwater management facilities, utilities, construction access areas and details of water conveyance structures. The plans shall also depict buffer areas, outlots or open space designations, best management practices, deed restricted areas and restoration areas, if required under the specific RP.
- g. Submittal of soil erosion and sediment control (SESC) plans that identify all SESC measures to be utilized during construction of the project.
- h. The application packet shall indicate whether resources (species, their suitable habitats, or critical habitat) listed or designated under the Endangered Species Act of 1973, as amended, may be present within areas affected (directly or indirectly) by the proposed project. Applicants shall provide a section 7 species list for the action area using the on-line process at the USFWS website. You can access "U.S. Fish and Wildlife Service Endangered Species Program of the Upper Midwest" website at www.fws.gov/midwest/Endangered. Click on the section 7 Technical Assistance green shaded box in the lower right portion of the screen and follow the instructions to completion. Print all documentation pertaining to the species list, include the rationale for your effects determination for each species, and forward the information to this office for review.

^{*} If a wetland delineation is conducted outside of the growing season, the District will determine on a case-by-case basis whether sufficient evidence is available to make an accurate determination. If the District finds that the delineation lacks sufficient evidence, the application will not be considered complete until the information is provided. This may involve re-delineating the project site during the growing season.

In the event there are no species, their suitable habitats, or critical habitat, then a "no effect" determination can be made and section 7 consultation is not warranted. If species or critical habitat appear on the list, or suitable habitat is present within the action area, then a biological assessment or biological evaluation will need to be completed to determine if the proposed action will have "no effect" or "may effect" on the species or suitable habitat. The District will request initiation of section 7 consultation with the USFWS upon agreement with the applicant on the effect determinations in the biological assessment or biological evaluation. If the issues are not resolved, the analysis of the situation is complicated, or impacts to listed species or critical habitat are found to be greater than minimal, the District will consider reviewing the project under the Individual Permit process.

- i. A determination of the presence or absence of any State threatened or endangered species. Please contact the Illinois Department of Natural Resources (IDNR) to determine if any State threatened and endangered species could be in the project area. You can access the IDNR's Ecological Compliance Assessment Tool (EcoCAT) at the following website: http://dnrecocat.state.il.us/ecopublic/. Once you complete the EcoCAT and consultation process, forward all resulting information to this office for consideration. The report shall also include recommended methods as required by the IDNR for minimizing potential adverse effects of the project.
- j. A statement about the knowledge of the presence or absence of Historic Properties, which includes properties listed, or properties eligible to be listed in the National Register of Historic Places. A letter from the Illinois Historic Preservation Agency (IHPA) can be obtained indicating whether your project is in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended. The permittee shall provide all pertinent correspondence with the IHPA documenting compliance. The IHPA has a checklist of documentation required for their review located here: www.illinoishistory.gov/PS/rcdocument.htm .
- k. Where an appropriate watershed plan is available, the applicant shall address in writing how the proposed activity is aligned with the relevant water quality, hydrologic, and aquatic resource protection recommendations in the watershed plan.
- 1. A discussion of measures taken to avoid and/or minimize impacts to aquatic resources on the project site.
- m. A compensatory mitigation plan for all impacts to waters of the U.S. (if compensatory mitigation is required under the specific RP).
- n. A written narrative addressing all items listed under the specific RP.

For Category II activities, the District will provide an Agency Request for Comments (ARC) which describes the proposed activity. The ARC will be sent to the following agencies: United States Fish & Wildlife Service (USFWS), United States Environmental Protection Agency (USEPA), Illinois Department of Natural Resources (IDNR), Illinois Preservation Agency (IHPA), Illinois Nature Preserves Commission (INPC) and U.S. Coast Guard (Section 10 activities only). Additional entities may also be notified as needed. These agencies have ten (10) calendar days from the date of the ARC to contact the District and either provide comments or request an extension not to exceed fifteen (15) calendar days. The District will fully consider agency comments received within the specified time frame. If the District determines the activity complies with the terms and conditions of the RPP and impacts on aquatic resources are minimal, the District will notify the applicant in writing and include special conditions if deemed necessary. If the District determines that the impacts of the proposed activity are more than minimal, the District will notify the applicant that the project does not qualify for authorization under the RPP and instruct the applicant on the procedures to seek authorization under an Individual Permit.

23. <u>Compliance Certification</u> - Any permittee who has received authorization under the RPP from the District shall submit a signed certification regarding the completed work and any required mitigation. The certification will be forwarded by the District with the authorization letter and will include: a) a statement that the authorized work was done in accordance with the District's authorization, including any general or specific conditions; b) a statement that any required mitigation was completed in accordance with the permit conditions and; c) the signature of the permittee certifying the completion of the work and mitigation.

24. <u>Multiple use of Regional Permits</u> - In any case where a Regional Permit is combined with any other Regional Permit to cover a single and complete project (except where prohibited under specific Regional Permits), the applicant shall notify the District in accordance with General Condition 22. If multiple Regional Permits are used, the total impact may not exceed the maximum allowed by the Regional Permit with the greatest impact threshold.

25. <u>Other Restrictions</u> - Authorization under the RPP does not obviate the need to obtain other Federal, State or local permits, approvals, or authorizations required by law nor does it grant any property rights or exclusive privileges, authorize any injury to the property or rights of others or authorize interference with any existing or proposed Federal project.

Approved by:

//ORIGINAL SIGNED// Frederic A. Drummond, Jr. Colonel, U.S. Army District Commander February 24, 2012 Date

6

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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 provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its 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, pre-apprenticeship, and/or onthe-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

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 minorities and women 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 employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 its 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 their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency 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 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 minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. 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. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 DOT-assisted contracts. 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 contracting agency deems appropriate.

11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and nonminority 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency 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. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) 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.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

 $\ensuremath{\text{(ii)}}$ The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The 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.

(3) In the event the contractor, the laborers or mechanics to be employed in the 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 questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed 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 contracting agency 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of 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. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(1) The contractor shall submit weekly for each week in which b. any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose Wage and Hour Division Web from the site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each 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 Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action 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.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on 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 work actually performed. Where a contractor 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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 or propose 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 VI 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 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 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 contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 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. 3704).

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.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 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:

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 under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier 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 first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<u>https://www.epls.gov/</u>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-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;

(3) 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective 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 Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<u>https://www.epls.gov/</u>), which is compiled by the General Services Administration.

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 dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

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 participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is 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 its bid or proposal that the participant 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.

Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.