

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

RETURN WITH BID

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Proposal Submitted By
Name
Address
City

Letting July 31, 2009

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

NOTICE TO PROSPECTIVE BIDDERS

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

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

Contract No. 63189
COOK County
Section 08-00250-01-PV (Evanston)
Route FAU 2865 (Sheridan Road)
Project ARA-9003(299)
District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included

Prepared by _____
Checked by _____ F

(Printed by authority of the State of Illinois)

INSTRUCTIONS

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

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

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

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

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

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

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 63189
COOK County
Section 08-00250-01-PV (Evanston)
Project ARA-9003(299)
Route FAU 2865 (Sheridan Road)
District 1 Construction Funds**

Pavement removal and resurfacing including relief sewer installation, water main replacement, curb and gutter replacement, pavement patching, landscaping, pavement markings and all other incidental items to complete the work on FAU Route 2865 (Sheridan Road) between South Boulevard and Main Street in the city of Evanston.

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

STATE JOB #- C-91-515-09
 PPS NBR - 1-20598-0000

SCHEDULE OF PRICES
 CONTRACT NUMBER - 63189

RUN DATE - 06/29/09
 RUN TIME - 183325

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
COOK	031	01	08-00250-01-PV (EVANSTON)	ARA-9003/299/000	FAU 2865

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
XX000406	BRICK PAVER REM & REP	SQ FT	455.000 X	=	=	=	=
XX002817	TEMP LINE STOPPER 6	EACH	1.000 X	=	=	=	=
XX003213	ADJ WATER SERV LINES	EACH	15.000 X	=	=	=	=
XX003536	CONN EX W MN NP	EACH	6.000 X	=	=	=	=
XX004689	SAN SERVICE ADJUSTED	EACH	15.000 X	=	=	=	=
XX004812	VIDEO TAPE OF SEWERS	FOOT	6,750.000 X	=	=	=	=
XX005063	CLASS B PATCHES	SQ YD	2,920.000 X	=	=	=	=
XX005064	CLASS D PATCHES	SQ YD	395.000 X	=	=	=	=
XX005617	CONN EX MNHOLS CORING	EACH	22.000 X	=	=	=	=
XX005758	TEMPORARY PAVEMENT	TON	60.000 X	=	=	=	=
XX006111	W SER REC B BOX L S 1	EACH	6.000 X	=	=	=	=
XX006112	W SER REC B BOX S S 1	EACH	10.000 X	=	=	=	=
XX006281	SS DI T1 10	FOOT	189.000 X	=	=	=	=
XX006282	SS DI T1 12	FOOT	516.000 X	=	=	=	=
XX006284	SS DI T2 18	FOOT	569.000 X	=	=	=	=

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
XX006448	10" PVC CS PIPE REPL	FOOT	10.000 X				
XX006449	12" PVC CS PIPE REPL	FOOT	38.000 X				
XX006786	CL D PATCH 7 SPL	SQ YD	485.000 X				
X0321317	GRANULAR BACKFILL	CU YD	15.000 X				
X0322256	TEMP INFO SIGNING	SQ FT	52.000 X				
X0325526	TEMP PAVEMT VAR DEPTH	TON	215.000 X				
Z0041700	PLUG EX STORM SEWERS	EACH	90.000 X				
Z0051500	REM & RESET ST SIGNS	EACH	15.000 X				
Z0076600	TRAINEES	HOOR	1,000.000 X	0.80		800.00	
20101000	TEMPORARY FENCE	FOOT	4,330.000 X				
20101100	TREE TRUNK PROTECTION	EACH	14.000 X				
20101200	TREE ROOT PRUNING	EACH	4,330.000 X				
20200100	EARTH EXCAVATION	CU YD	235.000 X				
20201200	REM & DISP UNS MATL	CU YD	126.000 X				
20201550	SUB GRAN MAT B	CU YD	100.000 X				

FAU 2865
 08-00250-01-PV (EVANSTON)
 COOK

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63189

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 RUN DATE - 06/29/09
 RUN TIME - 183325

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
20800150	TRENCH BACKFILL	CU YD	5,960.000 X	=			
21101610	TOPSOIL F & P 3	SQ YD	6,780.000 X	=			
21300010	EXPLOR TRENCH SPL	FOOT	50.000 X	=			
25200110	SODDING SALT TOLERANT	SQ YD	6,780.000 X	=			
25200200	SUPPLE WATERING	UNIT	150.000 X	=			
28000510	INLET FILTERS	EACH	35.000 X	=			
35101600	AGG BASE CSE B 4	SQ YD	170.000 X	=			
35101800	AGG BASE CSE B 6	SQ YD	100.000 X	=			
35400400	PCC BASE CSE W 9	SQ YD	6.000 X	=			
40200900	AGG SURF CSE B	CU YD	180.000 X	=			
40201000	AGGREGATE-TEMP ACCESS	TON	160.000 X	=			
40600100	BIT MATLS PR CT	GALLON	3,910.000 X	=			
40600300	AGG PR CT	TON	55.000 X	=			
40600400	MIX CR JTS FLANGEWYS	TON	30.000 X	=			
40600625	LEV BIND MM N50	TON	75.000 X	=			

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ILLINOIS DEPARTMENT OF TRANSPORTATION
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 CONTRACT NUMBER - 63189

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 RUN DATE - 06/29/09
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
40600825	P LEV BIND MM N50	TON	490.000 X	=			
40600982	HMA SURF REM BUTT JT	SQ YD	133.000 X	=			
40601005	HMA REPL OVER PATCH	TON	520.000 X	=			
40603085	HMA BC IL-19.0 N70	TON	1,100.000 X	=			
40603310	HMA SC "C" N50	TON	145.000 X	=			
40603340	HMA SC "D" N70	TON	1,035.000 X	=			
40701861	HMA PAVT FD 9	SQ YD	1,600.000 X	=			
40701901	HMA PAVT FD 11	SQ YD	1,060.000 X	=			
40800050	INCIDENTAL HMA SURF	TON	10.000 X	=			
42300200	PCC DRIVEWAY PAVT 6	SQ YD	365.000 X	=			
42300400	PCC DRIVEWAY PAVT 8	SQ YD	124.000 X	=			
42400430	PC CONC SIDEWALK 5 SP	SQ FT	7,450.000 X	=			
42400800	DETECTABLE WARNINGS	SQ FT	341.000 X	=			
44000100	PAVEMENT REM	SQ YD	3,110.000 X	=			
44000198	HMA SURF REM VAR DP	SQ YD	13,105.000 X	=			

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
44000200	DRIVE PAVEMENT REM	SQ YD	450.000 X	=		=	
44000300	CURB REM	FOOT	4,100.000 X	=		=	
44000500	COMB CURB GUTTER REM	FOOT	1,710.000 X	=		=	
44000600	SIDEWALK REM	SQ FT	7,405.000 X	=		=	
550A2540	SS RG CL A 2 18	FOOT	602.000 X	=		=	
550A2760	SS RG CL A 3 24	FOOT	968.000 X	=		=	
550A2780	SS RG CL A 3 30	FOOT	469.000 X	=		=	
56102900	D I WATER MAIN 4	FOOT	165.000 X	=		=	
56103000	D I WATER MAIN 6	FOOT	170.000 X	=		=	
56103100	D I WATER MAIN 8	FOOT	480.000 X	=		=	
56103300	D I WATER MAIN 12	FOOT	860.000 X	=		=	
56104800	WATER VALVES 4	EACH	6.000 X	=		=	
56104900	WATER VALVES 6	EACH	1.000 X	=		=	
56105000	WATER VALVES 8	EACH	4.000 X	=		=	
56105200	WATER VALVES 12	EACH	5.000 X	=		=	

FAU 2865
 08-00250-01-PV (EVANSTON)
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ILLINOIS DEPARTMENT OF TRANSPORTATION
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 RUN DATE - 06/29/09
 RUN TIME - 183325

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
56400500	FIRE HYDNTS TO BE REM	EACH	2.000 X	=		=	
56400820	FIRE HYD W/AUX V & VB	EACH	4.000 X	=		=	
56500600	DOM WAT SER BOX ADJ	EACH	8.000 X	=		=	
60200105	CB TA 4 DIA T1F OL	EACH	2.000 X	=		=	
60218400	MAN TA 4 DIA T1F CL	EACH	6.000 X	=		=	
60221100	MAN TA 5 DIA T1F CL	EACH	5.000 X	=		=	
60234200	INLETS TA T1F OL	EACH	9.000 X	=		=	
60248900	VV TA 5 DIA T1F CL	EACH	2.000 X	=		=	
60249300	VALVE BOXES 4	EACH	6.000 X	=		=	
60249400	VALVE BOXES 6	EACH	2.000 X	=		=	
60249500	VALVE BOXES 8	EACH	1.000 X	=		=	
60249700	VALVE BOXES 12	EACH	4.000 X	=		=	
60252800	CB RECONST	EACH	14.000 X	=		=	
60257900	MAN RECONST	EACH	8.000 X	=		=	
60266100	VV RECONST	EACH	1.000 X	=		=	

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
60266910	VALVE BOX REMOVED	EACH	6.000 X	=			
60300105	FR & GRATES ADJUST	EACH	12.000 X	=			
60300305	FR & LIDS ADJUST	EACH	8.000 X	=			
60300310	FR & LIDS ADJUST SPL	EACH	22.000 X	=			
60300405	VALVE BOX FRAMES ADJ	EACH	4.000 X	=			
60300410	VAL BOX FR ADJ NEW FR	EACH	2.000 X	=			
60405700	FR & GRATES SPEC	EACH	15.000 X	=			
60406500	FR & LIDS SPEC	EACH	12.000 X	=			
60500040	REMOV MANHOLES	EACH	1.000 X	=			
60500050	REMOV CATCH BAS	EACH	12.000 X	=			
60500060	REMOV INLETS	EACH	2.000 X	=			
60500405	FILL VALVE VLTS	EACH	4.000 X	=			
60600605	CONC CURB TB	FOOT	120.000 X	=			
60603800	COMB CC&G TB6.12	FOOT	5,875.000 X	=			
63200305	SPBGR REM	FOOT	80.000 X	=			

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ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63189

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
63600105	CABLE RD GD 1 STRAND	FOOT	145.000 X	=		=	
67000500	ENGR FIELD OFFICE B	CAL MO	12.000 X	=		=	
67100100	MOBILIZATION	L SUM	1.000 X	=		=	
70101800	TRAF CONT & PROT SPL	L SUM	1.000 X	=		=	
70106800	CHANGEABLE MESSAGE SN	CAL MO	12.000 X	=		=	
70300100	SHORT-TERM PAVT MKING	FOOT	750.000 X	=		=	
70300220	TEMP PVT MK LINE 4	FOOT	11,000.000 X	=		=	
70300280	TEMP PVT MK LINE 24	FOOT	265.000 X	=		=	
70300500	PAVT MARKING TAPE T3	FOOT	250.000 X	=		=	
70301000	WORK ZONE PAVT MK REM	SQ FT	5,500.000 X	=		=	
78000100	THPL PVT MK LTR & SYM	SQ FT	155.000 X	=		=	
78000200	THPL PVT MK LINE 4	FOOT	2,640.000 X	=		=	
78000400	THPL PVT MK LINE 6	FOOT	2,910.000 X	=		=	
78000600	THPL PVT MK LINE 12	FOOT	485.000 X	=		=	
78000650	THPL PVT MK LINE 24	FOOT	135.000 X	=		=	

FAU 2865
 08-00250-01-PV (EVANSTON)
 COOK

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63189

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 RUN DATE - 06/29/09
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
78100100	RAISED REFL PAVT MKR	EACH	70.000 X	=			
78300200	RAISED REF PVT MK REM	EACH	40.000 X	=			
88600600	DET LOOP REPL	FOOT	105.000 X	=			

TOTAL \$

- NOTE:
1. EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.
 2. THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THERE IS A DISCREPANCY BETWEEN THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY.
 3. IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE.
 4. A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN.

RETURN WITH BID

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

I. GENERAL

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

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

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

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

RETURN WITH BID

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

RETURN WITH BID

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

C. Educational Loan

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

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

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

D. Bid-Rigging/Bid Rotating

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

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

RETURN WITH BID

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

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

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

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

E. International Anti-Boycott

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

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

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

F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

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G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

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

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

I. Addenda

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

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

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

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M. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

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

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

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

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

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

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

CERTIFICATION STATEMENT

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

(Bidding Company)



Signature of Authorized Representative

Date

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

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$102,600.00? YES ___ NO ___
3. Does anyone in your organization receive more than \$106,447.20 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ___ NO ___
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$106,447.20? YES ___ NO ___
(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the bidding entity. Note: *Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

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

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

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

D. Bidders Submitting More Than One Bid

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

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

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$106,447.20 (60% of the Governor's salary as of 3/1/09). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

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

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

- (a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes ___ No ___

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

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 3/1/09) provide the name the State agency for which you are employed and your annual salary. _____

RETURN WITH BID/OFFER

- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 3/1/09) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___

- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 3/1/09) are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___

- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 3/1/09) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____

- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$106,447.20.00, (60% of the salary of the Governor as of 3/1/09) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___

- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 3/1/09) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.

Yes ___ No ___

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes ___ No ___

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

Yes ___ No ___

RETURN WITH BID/OFFER

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

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ___ No ___

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

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Representative

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes ___ No ___

If "No" is checked, the bidder only needs to complete the signature box on the bottom of this page.

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

THE FOLLOWING STATEMENT MUST BE CHECKED

<input type="checkbox"/>	_____	_____
	Signature of Authorized Representative	Date

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 63189
COOK County
Section 08-00250-01-PV (Evanston)
Project ARA-9003(299)
Route FAU 2865 (Sheridan Road)
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 63189
COOK County
Section 08-00250-01-PV (Evanston)
Project ARA-9003(299)
Route FAU 2865 (Sheridan Road)
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP)

Firm Name _____
By _____
Business Address _____
Name and Address of All Members of the Firm: _____

(IF A CORPORATION)

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)

Attest _____
Signature _____
Business Address _____

(IF A JOINT VENTURE)

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

Attest _____
Signature _____
Business Address _____

If more than two parties are in the joint venture, please attach an additional signature sheet.



Return with Bid

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

Item No. _____

Letting Date _____

KNOW ALL MEN BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by

their respective officers this _____ day of _____ A.D., _____ .

PRINCIPAL

SURETY

(Company Name)

(Company Name)

By _____
(Signature & Title)

By: _____
(Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
County of _____

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

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

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

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

My commission expires _____

Notary Public

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

Electronic Bid Bond ID# _____

Company / Bidder Name _____



Signature and Title _____

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 63189
COOK County
Section 08-00250-01-PV (Evanston)
Project ARA-9003(299)
Route FAU 2865 (Sheridan Road)
District 1 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., July 31, 2009. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 63189
COOK County
Section 08-00250-01-PV (Evanston)
Project ARA-9003(299)
Route FAU 2865 (Sheridan Road)
District 1 Construction Funds**

Pavement removal and resurfacing including relief sewer installation, water main replacement, curb and gutter replacement, pavement patching, landscaping, pavement markings and all other incidental items to complete the work on FAU Route 2865 (Sheridan Road) between South Boulevard and Main Street in the city of Evanston.

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

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Gary Hannig,
Acting Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2009

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-09)

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LR #	Pg #	Special Provision Title	Effective	Revised
LR SD 12		<input type="checkbox"/> Slab Movement Detection Device	Nov. 11, 1984	Jan. 1, 2007
LR SD 13		<input type="checkbox"/> Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR 102		<input type="checkbox"/> Protests on Local Lettings	Jan. 1, 2007	
LR 105	73	<input checked="" type="checkbox"/> Cooperation with Utilities	Jan. 1, 1999	Jan. 1, 2007
LR 107-2		<input type="checkbox"/> Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-3		<input type="checkbox"/> Disadvantaged Business Enterprise Participation	Jan. 1, 2007	Nov. 1, 2008
LR 107-4	76	<input checked="" type="checkbox"/> Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 107-5		<input type="checkbox"/> Substance Abuse Prevention Program	Jan. 1, 2008	Jan. 8, 2008
LR 108		<input type="checkbox"/> Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 212		<input type="checkbox"/> Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		<input type="checkbox"/> Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		<input type="checkbox"/> Asphalt Stabilized Base Course, Plant Mix	Feb. 2, 1963	Jan. 1, 2007
LR 400-1		<input type="checkbox"/> Bituminous Treated Earth Surface	Jan. 1, 2008	
LR 400-2		<input type="checkbox"/> Bituminous Surface Mixture (Class B)	Jan. 1, 2008	
LR 400-3		<input type="checkbox"/> Pavement Rehabilitation by the Heat-Scarify-Overlay Method	Jan. 1, 2008	
LR 402		<input type="checkbox"/> Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-2		<input type="checkbox"/> Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406		<input type="checkbox"/> Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420		<input type="checkbox"/> PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		<input type="checkbox"/> Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		<input type="checkbox"/> Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		<input type="checkbox"/> Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		<input type="checkbox"/> Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		<input type="checkbox"/> Pipe Culverts, Type _____ (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663		<input type="checkbox"/> Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702		<input type="checkbox"/> Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1004		<input type="checkbox"/> Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1013		<input type="checkbox"/> Rock Salt (Sodium Chloride)	Aug. 1, 1969	Jan. 1, 2002
LR 1030		<input type="checkbox"/> Growth Curve	Mar. 1, 2008	
LR 1032-1		<input type="checkbox"/> Penetrating Emulsions	Jan. 1, 2007	Feb. 1, 2007
LR 1032-2		<input type="checkbox"/> Multigrade Cold Mix Asphalt	Jan. 1, 2007	Feb. 1, 2007
LR 1102		<input type="checkbox"/> Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

BDE SPECIAL PROVISIONS
For the July 31 and September 18, 2009 Lettings

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

File Name	Pg#		Special Provision Title	Effective	Revised
* 80240			Above Grade Inlet Protection	July 1, 2009	
80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80186			Alkali-Silica Reaction for Cast-in-Place Concrete	Aug. 1, 2007	Jan. 1, 2009
80213	77	X	Alkali-Silica Reaction for Precast and Precast Prestressed Concrete	Jan. 1, 2009	
* 80243	80	X	American Recovery and Reinvestment Act Provisions	April 1, 2009	
* 80236	81	X	American Recovery and Reinvestment Act Signing	April 1, 2009	April 15, 2009
80207	87	X	Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders	Nov. 1, 2008	
80192			Automated Flagger Assistance Device	Jan. 1, 2008	
80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	April 1, 2009
* 80241			Bridge Demolition Debris	July 1, 2009	
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Jan. 1, 2007
80166	88	X	Cement	Jan. 1, 2007	April 1, 2009
80198			Completion Date (via calendar days)	April 1, 2008	
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80094	91	X	Concrete Admixtures	Jan. 1, 2003	April 1, 2009
80193			Concrete Barrier	Jan. 1, 2008	
80214			Concrete Gutter, Type A	Jan. 1, 2009	
80215			Concrete Joint Sealer	Jan. 1, 2009	
80226			Concrete Mix Designs	April 1, 2009	
* 80237	96	X	Construction Air Quality - Diesel Vehicle Emissions Control	April 1, 2009	July 1, 2009
* 80239	98	X	Construction Air Quality - Idling Restrictions	April 1, 2009	
80227			Determination of Thickness	April 1, 2009	
80177			Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
80029	100	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Nov. 1, 2008
80178	108	X	Dowel Bars	April 1, 2007	Jan. 1, 2008
80179			Engineer's Field Office Type A	April 1, 2007	Aug. 1, 2008
80205			Engineer's Field Office Type B	Aug. 1, 2008	
80175			Epoxy Pavement Markings	Jan. 1, 2007	
80189	109	X	Equipment Rental Rates	Aug. 2, 2007	Jan. 2, 2008
80228			Flagger at Side Roads and Entrances	April 1, 2009	
80229			Fuel Cost Adjustment	April 1, 2009	
* 80169			High Tension Cable Median Barrier	Jan. 1, 2007	April 1, 2009
80194	111	X	HMA - Hauling on Partially Completed Full-Depth Pavement	Jan. 1, 2008	
80181	113	X	Hot-Mix Asphalt - Field Voids in the Mineral Aggregate	April 1, 2007	April 1, 2008
80201	115	X	Hot-Mix Asphalt - Plant Test Frequency	April 1, 2008	
80202	117	X	Hot-Mix Asphalt - Transportation	April 1, 2008	
80136	118	X	Hot-Mix Asphalt Mixture IL-4.75	Nov. 1, 2004	Jan. 1, 2008
80195			Hot-Mix Asphalt Mixture IL-9.5L	Jan. 1, 2008	
80109			Impact Attenuators	Nov. 1, 2003	Nov. 1, 2008
80110			Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
80230	124	X	Liquidated Damages	April 1, 2009	
80196			Mast Arm Assembly and Pole	Jan. 1, 2008	Jan. 1, 2009
80045			Material Transfer Device	June 15, 1999	Jan. 1, 2009
80203			Metal Hardware Cast into Concrete	April 1, 2008	April 1, 2009
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2007
* 80238	125	X	Monthly Employment Report	April 1, 2009	
80082	127	X	Multilane Pavement Patching	Nov. 1, 2002	
80180			National Pollutant Discharge Elimination System / Erosion and Sediment Control Deficiency Deduction (NOTE: This special provision was previously named "Erosion and Sediment Control Deficiency Deduction".)	April 1, 2007	Nov. 1, 2008
80208			Nighttime Work Zone Lighting	Nov. 1, 2008	

<u>File Name</u>	<u>Pg#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80129		Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
80182		Notification of Reduced Width	April 1, 2007	
80069		Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2008
80216		Partial Exit Ramp Closure for Freeway/Expressway	Jan. 1, 2009	
80231	128	X Pavement Marking Removal	April 1, 2009	
80022	129	X Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80235	131	X Payrolls and Payroll Records	March 1, 2009	July 1, 2009
80209	133	X Personal Protective Equipment	Nov. 1, 2008	
80232		Pipe Culverts	April 1, 2009	
80134		Plastic Blockouts for Guardrail	Nov. 1, 2004	Jan. 1, 2007
80119		Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2009
80210		Portland Cement Concrete Inlay or Overlay	Nov. 1, 2008	
80170	134	X Portland Cement Concrete Plants	Jan. 1, 2007	
80217		Post Clips for Extruded Aluminum Signs	Jan. 1, 2009	
80171		Precast Handling Holes	Jan. 1, 2007	
80218		Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2009	April 1, 2009
80219		Preventive Maintenance – Cape Seal	Jan. 1, 2009	April 1, 2009
80220		Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	
80221		Preventive Maintenance – Slurry Seal	Jan. 1, 2009	
80211		Prismatic Curb Reflectors	Nov. 1, 2008	
80015		Public Convenience and Safety	Jan. 1, 2000	
34261		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157		Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80223		Ramp Closure for Freeway/Expressway	Jan. 1, 2009	
80172		Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	April 1, 2009
80183	136	X Reflective Sheeting on Channelizing Devices	April 1, 2007	Nov. 1, 2008
80151	137	X Reinforcement Bars	Nov. 1, 2005	April 1, 2009
80206	138A	X Reinforcement Bars – Storage and Protection	Aug. 1, 2008	April 1, 2009
80224		Restoring Bridge Approach Pavements Using High-Density Foam	Jan. 1, 2009	
80184		Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	April 1, 2007	
80131		Seeding	July 1, 2004	July 1, 2009
80152		Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2009
80132	139	X Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
80212		Sign Panels and Sign Panel Overlays	Nov. 1, 2008	
80197		Silt Filter Fence	Jan. 1, 2008	
80127		Steel Cost Adjustment	April 2, 2004	April 1, 2009
80153		Steel Plate Beam Guardrail	Nov. 1, 2005	Aug. 1, 2007
80191		Stone Gradation Testing	Nov. 1, 2007	
80234		Storm Sewers	April 1, 2009	
80143	141	X Subcontractor Mobilization Payments	April 2, 2005	
80075		Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80087		Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2008
80225		Temporary Raised Pavement Marker	Jan. 1, 2009	
80176	142	X Thermoplastic Pavement Markings	Jan. 1, 2007	
20338	144	X Training Special Provisions	Oct. 15, 1975	
80185		Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	April 1, 2007	
80149		Variable Spaced Tining	Aug. 1, 2005	Jan. 1, 2007
80071		Working Days	Jan. 1, 2002	
80204		Woven Wire Fence	April 1, 2008	

The following special provisions are in the 2009 Supplemental Specifications and Recurring Special Provisions:

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80108	Asbestos Bearing Pad Removal	Check Sheet #32	Nov. 1, 2003	
72541	Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	Check Sheet #33	June 1, 1989	Jan. 2, 2007
80167	Electrical Service Installation – Traffic Signals	Section 805	Jan. 1, 2007	
80164	Removal and Disposal of Regulated Substances	Section 669	Aug. 1, 2006	Jan. 1, 2007
80161	Traffic Signal Grounding	Sections 873 and 1076	April 1, 2006	Jan. 1, 2007

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80162	Uninterruptable Power Supply (UPS)	Sections 801, 862 and 1074	April 1, 2006	Jan. 1, 2007
80163	Water Blaster with Vacuum Recovery	Articles 783.02 and 1101.12	April 1, 2006	Jan. 1, 2007

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

- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Right-of-Entry Permit
- Training Special Provisions
- Working Days

FAU 2865 (Sheridan Road)
Project: ARA-9003(299)
Section: 08-00-250-01-PV
Cook County
Contract: 63189

LOCATION OF PROJECT

This improvement includes Sheridan Road (FAU 2865) from South Boulevard (FAU 1332) in a northerly direction approximately 0.53 miles to Main Street (FAU 1329) all within the City of Evanston, Cook County, IL.

PROJECT DESCRIPTION

This project consists of water main replacement, relief sewer installation, concrete sidewalk removal and replacement, concrete curb removal and replacement, pavement patching, roadway pavement resurfacing, and all incidental and collateral work necessary to complete the improvement as shown on the plans and as described herein.

COMPLETION DATE PLUS GUARANTEED WORKING DAYS

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

“When a completion date plus guaranteed working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by *11:59 PM on June 15, 2010* except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within 10 guaranteed working days after the completion date for opening the roadway to traffic. Under extenuation circumstances, the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the guaranteed working days allowed for the clean up of the work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.”

Article 108.09 of the Standard Specifications or the Special Provision for Failure to Complete the Work on Time, shall apply to both the completion date and the number of working days.

INTERIM COMPLETION DATES

The Contractor shall schedule his operations so as to complete all Phase I and Phase II work, as described on the Maintenance of Traffic, Typical Sections, and Notes sheets, and have all existing lanes safely open to traffic by 11:59 P.M. on November 15, 2009.

The Contractor shall also schedule his operations so as not to start Phase III Work until April 1, 2010 and to complete all Phase III & Phase IV work, as described on the Maintenance of Traffic Typical Sections and Notes sheets, and open the roadway to two-way traffic by 11:59 P.M. on June 15, 2010.

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The Contractor shall also schedule his operations so as not to start Phase III work until the completion of Phase I work (*Sheridan Road east side*), as described on the Maintenance of Traffic, Typical Sections, and Notes sheets and open the roadway to two-way traffic (completion of phase II) by 11:59 P.M. on *November 15, 2009*.

The Contractor shall also schedule his operations so as not to start Phase IV work until the completion of Phase III and to complete all Phase III work (*Sheridan Road west side*), as described on the Maintenance of Traffic, Typical Sections, and Notes sheets.

The Contractor shall note that this interim completion dates are based on an expedited schedule. Article 108.09 of the Standard Specifications or Special Provision for Failure to Complete the Work on Time, shall apply to these interim completion dates.

FAILURE TO COMPLETE THE WORK ON TIME

Effective: September 30, 1985

Revised: January 1, 2007

Should the Contractor fail to complete the work on or before the completion dates as specified in the Special Provision for "Completion Date Plus Working Days," or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of **\$2,500**, not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

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

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

WORK HOURS

The Contractor must adhere to the City ordinance work time schedule. Construction work may be performed Monday through Friday during the hours of 7:00 AM to 5:00 PM and Saturday during the hours of 8:00 AM to 4:00 PM. No work may be performed prior or beyond this period without written approval from the City.

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MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that the Contractor begins work on the project, he 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 for 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.

Temporary Pavement shall be used to pave water main trenches prior to final patching in order maintain pavement to the satisfaction of the Engineer.

TRAFFIC CONTROL PLAN

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards herein and in the plans and the Standard Specifications for Traffic Control Items.

Special attention is called to the following sections of the Standard Specifications, the Highway Standards, and the special provisions relating to traffic control:

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

Standards

701421-02, 701501-05, 701701-06, 701801-04, 701901-01

Details

Suggested Maintenance of Traffic Plans

TC-10 Traffic Control and Protection for Side Roads, Intersections and Driveways

TC-11 Typical Application of Raised Reflective Pavement Markers (Snow Plow Resistant)

TC-13 District One Typical Pavement Markings

TC-16 Pavement Marking Letters and Symbols for Traffic Staging

Special Provisions

Maintenance of Roadways

Contract Completion Date and Interim Completion Dates

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Failure to Complete Work on Time
Temporary Lane Closures
Changeable Message Sign
Temporary Information Signing
Traffic Control (Lump Sum Payment)

WORK ZONE TRAFFIC CONTROL (LUMP SUM PAYMENT)

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

Method of Measurement: All traffic control (except traffic control pavement marking) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis. Traffic control pavement markings will be measured per foot.

Installation of temporary pavement markings will be measured per foot. Removal of existing pavement markings in conflict shall be paid for separately.

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 MARKING and PAVEMENT MARKING TAPE TYPE III will be paid for separately as required.

ADVANCED PUBLIC NOTIFICATION

Description: This work shall consist of furnishing, installing, maintaining, relocation for various stages of construction, and removal of advance signing.

The Contractor shall provide notice to the public a minimum of 5 days in advance of any work that requires the closure of lanes through the use of a changeable message sign or temporary information signing.

Basis of Payment: This work will be paid as CHANGEABLE MESSAGE SIGNS in calendar months or TEMPORARY INFORMATION SIGNING in sq. ft.

CHANGEABLE MESSAGE SIGN

The Contractor shall be required to furnish up to one (1) Changeable Message Sign for this project. The sign shall be operational two weeks prior to any lane closure and shall be located as directed by the Engineer. Any relocation of the sign directed by the Engineer during construction will not be paid for separately, but shall be include in the cost of the CHANGEABLE MESSAGE SIGN.

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996 Revised: January 2, 2007

Description: 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:

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

Note 1. The Contractor may use 16mm (5/8 in) instead of 19mm (3/4 in) thick plywood.

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

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

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

General Construction Requirements

Installation: 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 702.05 and Article 720.04. The signs shall be 2.1m (7') above the near edge of the pavement and shall be a minimum of 600mm (2') beyond the edge of the paved shoulder. A minimum of 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.

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

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

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.

Basis of Payment: This work shall be paid for at the contract unit price per square meter (square feet) for TEMPORARY INFORMATION SIGNING, which price shall be full compensation for all labor, equipment and materials required for performing the work as herein specified.

WORK ZONE PAVEMENT MARKING REMOVAL

Description: This work shall consist of removing all permanent and work zone pavement markings by hydro-blasting according to the applicable portions of Sections 783 and 703 of the Standard Specifications and as described herein. Pavement marking type III may be peeled or burned off, however, all remnants or burn marks shall be hydro-blasted.

Removal Requirements: Work zone pavement markings shall be removed according to the applicable portions of Section 783 of the Standard Specifications and as modified herein.

Add the following paragraph to Article 783.03(a) of the Standard Specifications.

A high pressure water spray or "hydro-blast" shall be used during the removal. The pressure at the nozzle shall be approximately 25,000 psi (172,000 kPa), with maximum flow rate of 15 gal/min (56 L/min). The nozzle shall be in close proximity to the pavement surface.

If pavement surface is to be removed in the same season; the Contractor may remove pavement marking as approved by the Engineer.

Method of Measurement: Pavement marking removal will be measured in square feet for any line from 4 to 24 inches in width.

Basis of Payment: This work will be paid for at the contract unit price per square foot for WORK ZONE PAVEMENT MARKING REMOVAL regardless of type.

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RESPONSIBILITY FOR VANDALISM

The Contractor shall be responsible for the defacement of any concrete pours before they have set up. Concrete sidewalk, driveway, or curbing that has been defaced, in the opinion of the Engineer, shall be removed and replaced by the contractor at his expense.

STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987

Revised: July 1, 1994

Utility companies involved in this project have provided the following information:

<u>Name of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Date for Start and Completion of Relocation or Adjustments</u>
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No known conflicts noted to date

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

FINAL SIGN PLACEMENT ON CONSTRUCTION PROJECTS

All single sign installations shall be installed with the bottom of the sign 7 feet above the edge of pavement. On installations having two or more signs, the bottom of the lowest sign shall be 4 feet above the edge of pavement. All signs replaced will be erected using new "U-channel" posts according to the Section 724 and 729 of Standard Specifications. They are to be driven into solid ground using pneumatic driver.

This work will be paid for at the contract unit price per each for REMOVING AND RESETTING STREET SIGNS.

WATER SUPPLY

If the Contractor desires to use water from hydrants, he shall fill out an application to the City of Evanston Water & Sewer Department and shall conform to the municipal ordinances, rules, or regulations concerning their use. The Contractor shall obtain a use permit for each hydrant, and shall operate the hydrant properly. The Contractor is required to use an RPZ or appropriate back flow prevention device subject to approval of the City. There is a \$300 deposit on the fire hydrant and all borrowed equipment. Water shall be furnished from hydrants at no cost to the Contractor. However, the Contractor shall restore any damage to the hydrant caused by his use, including settlement.

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Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules or regulations, or within five (5) feet of a fire hydrant, in the absence of such ordinances, rules or regulations.”

PARKING

The Contractor shall place “No Parking” signs a minimum of two (2) calendar days prior to construction operations. All “No Parking” signs must have the approval of, affixed, and displayed to the satisfaction of the Engineer. Posting of signs on trees shall be done in such a manner to facilitate removal; stapling, nailing, or taping of signs to trees is prohibited. Contractor shall keep a log of all posted “No Parking” signs and shall submit the log to the Engineer promptly upon request.

When traffic must be obstructed, the Contractor shall provide proper traffic control as accepted by the Engineer and Owner by placing clearly worded signs announcing such fact with proper barricades, at the nearest cross-streets on each side of such obstructed portion, where travel can pass around the obstruction in the shortest and easiest way. “No parking” signs must be approved by the Engineer and must be POSTED AND DATED at least 48 hours before the intended date of use. “No Parking” signs are to be purchased from the City of Evanston. If vehicles are still parked in “No Parking” areas identified by the Contractor, the Contractor shall notify the Engineer who will contact the Evanston Police to have the vehicles towed away. **No towing of vehicles shall be done by the Contractor.**

JOB-SITE CLEANLINESS / SANITATION

“The Contractor shall utilize a mechanical street sweeper to clean streets affected by the Contractor's operations, including haul routes, at minimum of twice per week and additionally as directed by the Engineer. Liquidated Damages shall be assessed if the Contractor fails to utilize a mechanical street sweeper to the satisfaction of the Engineer. The street-sweeper shall be a full-sized, municipal-type sweeper having dust collection and street washing capabilities. This work shall not be paid for separately but shall be considered incidental to the contract.

If, in the opinion of the Engineer, dust becomes a problem despite the normal cleanup measures of street sweeping, the Contractor shall wash down the pavement, spread calcium chloride as a palliative, or re-sweep streets as necessary, all at no additional cost to the Owner. The Contractor shall keep sufficient quantities of calcium chloride on site, for use as directed by the Engineer for dust control.

The contractor is required to sweep the street locations he has previously worked and/or the locations as directed by the resident engineer. This work will be paid for at the contract unit

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price for each street sweeping, which price shall include all labor, material & equipments necessary to complete the work.

The Contractor shall also provide a temporary toilet facility for the use of all contractor's personnel employed on the work, and shall maintain same in proper sanitary condition. At completion, the facility shall be removed and the premises left clean. The Engineer shall approve the location of the temporary toilet. The cost of this facility is considered incidental to the contract.

TREE PRESERVATION

Prospective contractors are advised that it is the express intent of the City of Evanston to minimize trimming of trees in the work corridors and to vigorously protect the quality of the urban forest. The equipment and methods used to perform any and all portions of the work must be the size and nature that results in the least disruption to the existing environment.

The contractor shall at all times demonstrate to the satisfaction of the City of Evanston that suitable precautions and due diligence are being observed to protect the natural and improved features of the area. Special and continuing attention will be paid to the maintenance of tree protection fencing and the appropriate observance of tree protection areas as delineated by the fencing.

To insure compliance with the City of Evanston's intent to minimize area disturbances, the following procedures and actions will be followed: When the Engineer determines that a deficiency exists, the Contractor shall be notified. If the contractor fails to rectify the deficiency immediately, the Engineer will impose a daily monetary deduction for each 24-hour period (or portion thereof) the deficiency exists. This time period will begin with the time of notification to the Contractor and end with the Engineer's acceptance of the corrections. The cost of the daily deduction will be \$250 per occurrence per calendar day. In addition, the Contractor will be liable and responsible for any and all corrective and remedial actions required to restore the area or item to comparable pre-project conditions as well as any additional fines and fees as stated in the tree protection requirements in these specifications.

Care of Existing Plant Material. If construction is to occur within the root zone of existing plant material, root pruning and special plant care will be required, as hereinafter specified. All pruning shall be performed by a professional arborist (someone whose principal occupation is the care and maintenance of trees).

The Contractor shall be responsible for taking measures to minimize damage to tree limbs, tree trunks, and tree roots at each work site. All such measures shall be included in the contract price for other works except that payment will be made for TEMPORARY FENCE, TREE TRUNK PROTECTION and TREE ROOT PRUNING as separate pay items.

Temporary Fence:

The Contractor shall erect a temporary fence around all trees within the construction area to establish a "tree protection zone" (See attached diagram) before any work begins or any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored, or vehicles driven or parked within the "tree protection zone" at any time during the course of construction.

The exact location and establishment of the "tree protection zone" fence shall be approved by the City Arborist prior to setting the fence. The fence shall be 48 inches high, plastic poly-type or any other type of highly visible barrier in an open-weave type pattern with large openings. The type, color and pattern of the fence shall be approved by the Engineer prior to erection. This fence shall be properly maintained in an upright manner and shall remain up until final restoration, unless the Engineer directs removal otherwise. Tree fence shall be supported using T-Post style fence posts with a maximum of 8' spacing. T-posts must be at least six feet in length, two feet of which must be set in the ground. The fence shall be attached to posts and secured with a minimum of three nylon locking ties per post. Utilizing re-bar as a fence post will not be permitted.

The fence shall be installed 18" behind and parallel to the curb and between the curb and sidewalk. Fence shall be erected on a minimum of three sides with the fourth sidewalk side being optional. Fence shall be installed at the drip-line of the tree or as listed in the following guidelines:

- i. Establish the diameter of the tree at a point four and a half feet above the ground,(referred to as diameter breast height or DBH)
- ii. Trees with diameters 10 inches and under require root zone protection a minimum of five feet from the center of the tree.
- iii. Trees 10 to 19 inches in diameter shall have a minimum root zone protection of 10 feet from the center of the tree.
- iv. Trees greater than 19 inches in diameter shall have a minimum root zone protection of 15 feet from the center of the tree.

Parking or maneuvering of machinery, stockpiling of materials or any other use will not be allowed upon unpaved areas within 3 m (10 ft) of the root protection zone of trees or plants designated to be protected.

Construction area is defined as all areas within 20 feet each side of water or sewer main location.

All work within the "tree protection zone" shall have the Engineer's prior approval. All slopes and other areas not re-graded should be avoided so that unnecessary damage is not done to the existing turf, tree root system or ground cover.

The grade within the "tree protection zone" shall not be changed unless approved by the Engineer prior to making said changes or performing the work.

TEMPORARY FENCE shall be used to protect all trees within the public right-of-way of the project limits or as directed by the Engineer. This work will be paid for at the Contract unit price per FOOT for TEMPORARY FENCE measured in place.

The Contract unit price per FOOT for TEMPORARY FENCE shall be payment in full for all materials, labor and equipment required for: providing snow fence as shown on plan details; and all related work which is not included under other Payment Items.

Tree Trunk Protection

When sewer or water improvements are required within the "root protection zone", TREE TRUNK PROTECTION will be required.

- A. Tree Trunk Protection. The Contractor shall provide 50 mm by 200 mm by 2.4 m (2 in. by 8 in. by 8 ft) boards banded continuously around each trunk to prevent scarring of trees shown on the plans or designated by the Engineer. For multi-stem trees, saplings, and shrubs to be protected within the area of construction, temporary fencing may be used for trunk protection

B.

TREE PROTECTION shall be used to protect all trees within the public right-of-way of the project limits or as directed by the Engineer. This work will be paid for at the Contract unit price per EACH for TREE PROTECTION measured in place.

The Contract unit price per EACH for TREE PROTECTION shall be payment in full for all materials, labor and equipment required for: installation of trunk boards in accordance with Supplemental Standard Specifications; and all related work which is not included under other Payment Items.

Tree Root Pruning:

Whenever the proposed excavation falls within the drip-line of a tree, the contractor shall:

Root prune 6-inches behind and parallel to the proposed edge of trench a neat, clean vertical cut to a minimum depth directed by the City Arborist through all the affected tree roots.

Root prune to a maximum width of 4 inches using a "Vermeer" wheel matching the following criteria. The root pruner wheel shall be 60" diameter (188" circumference) carrying 28 pair (56 totals) stumps cutter teeth with tooth spacing at 6.7" on center. The cutting depth shall be 24" and shall utilize a 65hp tractor. Trenching machines will not be permitted.

Exercise care not to cut any existing utilities.

If during construction it becomes evident that additional tree roots will require root pruning, the City Arborist and the Contractor shall have the root pruning sub-contractor return to the site to properly root prune the tree at the location directed by the City Arborist. The contractor will be

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paid for the additional root pruning as described below; however, no additional compensation will be made for remobilization to the construction site.

For locations where root pruning is performed for the purpose of curb and gutter removal and replacement, the contractor shall root prune 6-inches behind the curbing so as to neatly cut the tree roots.

Depth of cut shall be 12 inches for curb removal and replacement and 24 inches for structural work. Any roots encountered at a greater depth shall be neatly saw-cut at no additional cost.

The Engineer or City Arborist will mark locations where earth saw cutting of tree roots is required in the field.

All root pruning cuts shall be immediately backfilled with material side cast from the earth-sawing procedure, so that the ground surface is even and no tripping potential exists.

All root pruning work is to be performed through the services of a certified arborist to be approved by the City Arborist.

TREE ROOT PRUNING shall be used to protect all trees within the public right-of-way of the project limits or as directed by the Engineer. This work will be paid for at the Contract unit price per FOOT for TREE ROOT PRUNING measured in place.

The Contract unit price per FOOT for TREE ROOT PRUNING shall be payment in full for all materials, labor and equipment required for: root pruning as shown on plan details; and all related work which is not included under other Payment Items.

TRENCH / GRANULAR BACKFILL

Revise Section 208 as follows:

208.01 Description. Trench backfill includes the furnishing, transporting, and placing of material for the backfilling of trenches from 12" above the top of pipe to the subgrade of the pavement for water mains or from pipe springline to subgrade of the pavement for storm sewers.

208.02 Case I - Trench Backfill in Paved Areas. Case I applies to excavation in any area which has or which is proposed to have under this Project a permanent type street, sidewalk, curb and gutter, or is within 2 feet of a paved surface. Trench backfilling shall be performed in accordance with Article 550.07.

Where backfilling a trench containing **DIP water main** pipe, the Contractor shall use new (imported) granular material conforming to IDOT fine aggregate gradation FA-6 from 4-inches

below the invert of the lowest pipe to 12-inches above the crown of the highest pipe which shall be considered incidental to the installation of the pipe.

Where backfilling a trench containing **RCP & DIP storm or combined sewer pipes**, the Contractor shall use new (imported) granular material conforming to IDOT coarse aggregate gradation CA-11 or CA-13 from 6-inches below the invert of the lowest pipe to the pipe springline which shall be considered incidental to the installation of the pipe.

Where backfilling a trench containing **PVC storm or combined sewer pipes**, the Contractor shall use new (imported) granular material conforming to IDOT coarse aggregate gradation CA-11 or CA-13 from 6-inches below the invert of the lowest pipe to the pipe springline which shall be considered incidental to the installation of the pipe. The Contractor shall then backfill trench with coarse aggregate gradation CA-11 or CA-13 from springline to 12-inches above the crown of the highest pipe which shall be paid for separately per ton as GRANULAR BACKFILL according to special provisions.

All subsequent backfill material from either (pipe springline to subgrade for rigid sewer), (12" over top of pipe to subgrade for water main), or (12" over top of pipe to subgrade for flexible sewer) shall be granular material conforming to IDOT gradation FA-6 which shall be paid for per cubic yard as TRENCH BACKFILL. Granular trench backfill shall be compacted to a minimum of 95% Standard Proctor Density as per ASTM-D698.

Where native subsoils excavated from trenches meet the gradation, quality, and other requirements of Article 1003.04, this material shall be used to backfill trenches in lieu of new FA-6 material. Use of native soil for backfill shall be incidental to the cost of the sewer or water main installation and no separate payment shall be made. Use of native soils for backfill that has been transported between different locations on this project shall be incidental to the cost of the sewer or water main installation unless otherwise approved in advance by the Engineer.

The remainder of the trench shall be backfilled as soon as possible with full-depth aggregate surface course installed as specified in the special provisions and Section 402 which shall be paid for per cubic yard as AGGREGATE SURFACE COURSE, TYPE B. In no case shall trenches outside of protected excavation areas remain unpaved overnight.

When specified by the Engineer, the top of the trench shall also receive a temporary pavement consisting of 3-inches of TEMPORARY PAVEMENT placed and compacted with a steel drum roller over the aggregate surface course. The aggregate surface course shall be re-graded and compacted as necessary to permit the surface of the TEMPORARY PAVEMENT to be flush with existing hard-surface pavements. TEMPORARY PAVEMENT shall be placed and compacted with a steel drum roller as soon as practical after backfilling the trench and placing the aggregate surface course.

The Contractor shall maintain aggregate surface course and temporary paving free from, ruts, potholes or other displacements and provide means for dust control until such time as the

permanent pavement is placed. Should settlements occur in excess of 1½ inches below the street grade, the Contractor shall furnish and install additional temporary paving material to maintain the surface at street grade. Maintenance of temporary paving shall be incidental to the initial paving operation and no separate payment shall be made.

Method of Measurement. This work will be measured for payment as follows.

- (a) Rigid Sewer. Trench backfill shall be furnished for backfilling to the full width of the trench. It will be measured in cubic yards in place, except that the quantity for which payment will be made shall not exceed the volume of the trench as computed by using the maximum width of trench permitted by the Specifications and the actual depth of the completed trench backfill above the center of the pipe, with a deduction for the volume of one-half of the pipe.
- (b) Water Main or Flexible Sewer. Trench backfill shall be furnished for backfilling to the full width of the trench. It will be measured in cubic yards in place, except that the quantity for which payment will be made shall not exceed the volume of the trench as computed by using the maximum width of trench permitted by the Specifications and the actual depth of the completed trench backfill from 12" above top of pipe elevation.

Any material conforming to the requirements of Articles 1003.04 or 1004.05 which has been excavated from the trenches shall be used for backfilling the trenches. No compensation will be allowed as trench backfill for the portion of the trench backfilled with excavated material.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard for TRENCH BACKFILL or per ton for GRANULAR BACKFILL.

EXPLORATION TRENCH, SPECIAL

Description: This work shall be in accordance with Section 213 of the Standard Specifications insofar as applicable and the following provisions.

This item shall consist of excavating a trench at locations as directed by the Engineer for the purpose of locating existing sewer lines, water mains, sanitary sewers and other utilities within or adjacent to the proposed project limits.

The trench shall be deep enough to expose the sewer lines, water mains, sanitary sewers or other utilities. The width of the trench shall be sufficient to allow proper investigation to determine if the existing facility needs to be adjusted.

The Contractor shall familiarize himself with the locations of all underground utilities of facilities as outlined in applicable Articles 105 of the Standard Specifications and shall save such facilities from damage.

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The exploration trench shall be backfilled with trench backfill meeting the requirements of the Standard Specifications, the cost of which shall be included in the item Exploration Trench, Special.

Payment shall be based on actual length of trench explored without change in unit price because of adjustment in plan quantities due to field conditions.

Method of Measurement: This work shall be measured in place and measured per foot.

Basis of Payment: This work will be paid for at the contract price per foot for EXPLORATION TRENCH, SPECIAL and no extra compensation will be allowed for any delays, inconvenience or damage sustained by the Contractor in performing this work. This price shall include excavation, backfill, and disposal of excess material.

AGGREGATE SURFACE COURSE, TYPE B

AGGREGATE SURFACE COURSE, TYPE B shall be crushed stone or gravel CA-6 used to temporarily fill in utility trenches. Payment shall be limited to the actual amount of aggregate surface course installed in each street; or, to the standard Class B or Class D patch pay widths, as applicable, shown on the plans for the thickness actually installed, whichever is less.

The Contract unit price for AGGREGATE SURFACE COURSE, TYPE B shall be payment in full for all materials, labor and equipment required for: site preparation, including final grading of trench backfill material; initial placement, compaction and compaction testing of the temporary aggregate surface course; maintenance of temporary surfaces, including dust control; removal and disposal; and all related work to complete the installation and removal which is not included under other Payment Items.

Temporary aggregate surface course installed beyond the payment width for Class B and Class D patches, as necessary to provide for passage of traffic, shall be considered incidental to storm sewer, water main, relief sewer or combined sewer construction Payment Items and no separate payment shall be made. Additional temporary aggregate surface course installed to maintain temporary aggregate roadways shall be considered incidental to the initial temporary aggregate surface course installation and no separate payment shall be made. Removal and disposal of temporary aggregate pavement for installation of permanent paving shall also be considered incidental to initial temporary aggregate surface installation and no separate payment shall be made.

This work will be paid for at the Contract unit price per CUBIC YARD for AGGREGATE SURFACE COURSE, TYPE B, measured in place.

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AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS

Revise Article 402.10 of the Standard Specifications to read:

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

BITUMINOUS MATERIALS (PRIME COAT)

Prime coat shall meet the specifications of Article 406.06 (b) of the “Standard Specifications for Road and Bridge Construction” with the following revisions and additions:

Emulsified asphalt shall only be used between the dates of May 15th and September 1st. On or before May 15th and on or after September 1st, RC-70 asphalt shall be used in lieu of emulsified asphalt.

On days between May 15th and September 1st, when the air temperature is in question, the exact type of priming asphalt shall be determined by the Engineer.

Shield, covers or other suitable equipment shall be provided by the Contractor to protect the motoring public, adjoining pavement, curbs, or structures during the application of prime coat. The Contractor will be required to present a weight ticket of the truckload prior to applying the prime coat. After application the truck shall then be weighed again in order to determine the net weight of prime coat that has been placed. Both tickets shall be stamped by the certified weigh master.

The Contractor shall erect (to the Engineer’s satisfaction) 36 inch minimum FRESH OIL signs prior to the prime coat application. Prime Coat material shall be SS-1 on existing bituminous surfaces and MC30 on aggregate surfaces (subject to the date and temperature restrictions indicated above). The work shall be paid for at the contract unit price per gallon for BITUMINOUS MATERIALS (PRIME COAT).

FINE AGGREGATE FOR HOT- MIX ASPHALT (HMA) (D-1)

Effective: May 1, 2007

Revised: May 1, 2009

Add the following to the gradation tables of Article 1003.01(c) of the Standard Specifications:

FINE AGGREGATE GRADATIONS					
Grad No.	Sieve Size and Percent Passing				
	3/8	No. 4	No. 8	No. 16	No. 200
FA 22	100	6/	6/	8±8	2±2

FINE AGGREGATE GRADATIONS (metric)					
Grad No.	Sieve Size and Percent Passing				
	9.5 mm	4.75 mm	2.36 mm	1.16 mm	0.075 mm
FA 22	100	6/	6/	8±8	2±2

6/ For the fine aggregate gradations FA 22, the aggregate producer shall set the midpoint percent passing and a range of ± 10% shall be applied. The midpoint shall not be changed without Department approval.

Revise Article 1003.03 (c) of the Standard Specifications to read:

"Gradation. The fine aggregate gradation for all HMA shall be FA1, FA 2, FA 20, FA 21 or FA 22. When Reclaimed Asphalt Pavement (RAP) is incorporated in the HMA design, the use of FA 21 Gradation will not be permitted.

COARSE AGGREGATE FOR HOT-MIX ASPHALT (HMA) (D-1)

Effective : March 16, 2009

Revise Article 1004.03 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.

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Gravel Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA All Other	Stabilized Subbase or Shoulders	Gravel Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag Crushed Concrete The coarse aggregate for stabilized subbase, if approved by the Engineer, may be produced by blending aggregates according to Article 1004.04(a).
HMA High ESAL Low ESAL	IL-25.0, IL-19.0, or IL-19.0L	Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF)
HMA High ESAL Low ESAL	C Surface IL-12.5, IL-9.5, or IL-9.5L	Gravel (only when used in IL-9.5L) Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag (except when used as leveling binder)

Use	Mixture	Aggregates Allowed
HMA High ESAL	D Surface IL-12.5 or IL-9.5	<p>Crushed Gravel Crushed Stone (other than Limestone) Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag (except when used as leveling binder)</p> <p>Limestone may be used in Mixture D if blended by volume in the following coarse aggregate percentages: Up to 25% Limestone with at least 75% Dolomite. Up to 50% Limestone with at least 50% any aggregate listed for Mixture D except Dolomite. Up to 75% Limestone with at least 25% Crushed Slag (ACBF) or Crushed Sandstone.</p>
HMA High ESAL	E Surface IL-12.5 or IL-9.5	<p>Crushed Gravel Crushed Stone (other than Limestone and Dolomite) Crushed Sandstone</p> <p>No Limestone.</p> <p>Dolomite may be used in Mixture E if blended by volume in the following coarse aggregate percentages: Up to 75% Dolomite with at least 25% Crushed Sandstone, Crushed Slag (ACBF), or Crushed Steel Slag. When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 25% to a maximum of 75% of either Slag by volume. Up to 50% Dolomite with at least 50% of any aggregate listed for Mixture E.</p> <p>If required to meet design criteria, Crushed Gravel or Crushed Stone (other than Limestone or Dolomite) may be blended by volume in the following coarse aggregate percentages: Up to 75% Crushed Gravel or Crushed Stone (other than Limestone or Dolomite) with at least 25% Crushed Sandstone, Crushed Slag (ACBF), or Crushed Steel Slag. When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 25% to a maximum of 50% of either Slag by volume.</p>

Use	Mixture	Aggregates Allowed
HMA High ESAL	F Surface IL-12.5 or IL-9.5	Crushed Sandstone No Limestone. Crushed Gravel, Crushed Concrete, or Crushed Dolomite may be used in Mixture F if blended by volume in the following coarse aggregate percentages: Up to 50% Crushed Gravel, Crushed Concrete or Crushed Dolomite with at least 50% Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or any Other Crushed Stone (to include Granite, Diabase, Rhyolite or Quartzite). When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 50% to a maximum of 75% of either Slag by volume.

(b) Quality. For surface courses and binder courses when used as surface course, the coarse aggregate shall be Class B quality or better. For Class A (seal or cover coat), other binder courses, and surface course IL-9.5L (Low ESAL), the coarse aggregate shall be Class C quality or better. For All Other courses, the coarse aggregate shall be Class D quality or better.

(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	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-25.0 IL-19.0 IL-12.5 IL-9.5	CA 7 ^{1/} or CA 8 ^{1/} CA 11 ^{1/} CA 16 and/or CA 13 CA 16
HMA Low ESAL	IL-19.0L IL-9.5L	CA 11 ^{1/} CA 16
HMA All Other	Stabilized Subbase or Shoulders	CA 6 ^{2/} , CA 10, or CA 12

1/ CA 16 or CA 13 may be blended with the gradations listed.
 2/ CA 6 will not be permitted in the top lift of shoulders.

USE OF RAP (DIST 1)

Effective: January 1, 2007 Revised: January 7, 2009

In Article 1030.02(g) of the Standard Specifications, delete the last sentence of the first paragraph in (Note 2).

Revise Section 1031 of the Standard Specifications to read:

“SECTION 1031. RECLAIMED ASPHALT PAVEMENT

1031.01 Description. Reclaimed asphalt pavement (RAP) results from the cold milling or crushing of an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction. The contractor can also request that a processed pile be tested by the Department to determine the aggregate quality.

1031.02 Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type and size as listed below (i.e. “Homogenous Surface”).

Prior to milling or removal of an HMA pavement, the Contractor may request the District to provide verification of the existing mix composition to clarify appropriate stockpile.

- (a) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered “homogenous” with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (b) Conglomerate 5/8. Conglomerate 5/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 5/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate 5/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (c) Conglomerate 3/8. Conglomerate 3/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one

aggregate type and/or quality but shall be at least B quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 3/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 3/8 in (9.5 mm) or smaller screen. Conglomerate 3/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

- (d) Conglomerate Variable Size. Conglomerate variable size RAP shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least B quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate variable size RAP shall be processed prior to testing by crushing and screening to where all RAP is separated into various sizes. All the conglomerate variable size RAP shall pass the 3/4 in. (19 mm) screen and shall be a minimum of two sizes. Conglomerate variable size RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (e) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low Esal), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an 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.
- (f) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

1031.03 Testing. When used in HMA, the RAP shall be sampled and tested either during or after stockpiling.

For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

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

- (a) Testing Conglomerate 3/8 and Conglomerate Variable Size. In addition to the requirements above, conglomerate 3/8 and variable size RAP shall be tested for maximum theoretical specific gravity (G_{mm}) at a frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
- (b) Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G_{mm}. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	Homogeneous/ Conglomerate	Conglomerate "D" Quality
1 in. (25mm)		± 5 %
3/4 in. (19mm)		
1/2 in. (12.5mm)	± 8 %	± 15 %
No. 4 (4.75 mm)	± 6 %	± 13 %
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	± 5 %	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	± 0.4 %	± 0.5 %
G _{mm}	± 0.02 %	
G _{mm}	± 0.03 %	

1/ The tolerance for conglomerate 3/8 shall be ± 0.3 %.

2/ Applies only to conglomerate 3/8. When variation of the G_{mm} exceeds the ± 0.02 % tolerance, a new conglomerate 3/8 stockpile shall be created which will also require an additional mix design.

3/ Applies only to conglomerate variable size. When variation of the G_{mm} exceeds the ± 0.03 tolerance, a new conglomerate variable size stockpile shall be created which will also require an additional mix design.

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt binder content test results fall outside the appropriate tolerances, the RAP shall not be used in HMA unless the RAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

1031.04 Quality Designation of Aggregate in RAP. The quality of the RAP shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (a) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) surface mixtures are designated as containing Class B quality coarse aggregate.
- (b) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder and IL-9.5L surface mixtures are designated as Class D quality coarse aggregate.
- (c) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
- (d) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

1031.05 Use of RAP in HMA. The use of RAP in HMA shall be as follows.

- (a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- (c) Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be either homogeneous or conglomerate 3/8 or variable size in which the coarse aggregate is Class B quality or better.
- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low

ESAL), HMA base course, and HMA base course widening shall be homogeneous, conglomerate 5/8, or conglomerate 3/8, conglomerate variable size, in which the coarse aggregate is Class C quality or better.

- (e) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate 5/8, conglomerate 3/8, conglomerate variable size, or conglomerate DQ.
- (f) The use of RAP shall be a contractor's option when constructing HMA in all contracts. When the contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table for a given N Design.

Max Mix Rap Percentage

HMA Mixtures ^{1/3/}		Maximum % Rap	
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30/40 ^{2/}	30	10
50	25/40 ^{2/}	15/25 ^{2/}	10
70	25/30 ^{2/}	10/20 ^{2/}	10
90	10/15 ^{2/}	10/15 ^{2/}	10
105	10/15 ^{2/}	10/15 ^{2/}	10

- 1/ For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.
- 2/ Value of Max % RAP If 3/8 Rap or conglomerate variable size RAP is utilized.
- 3/ When RAP exceeds 20% the AC shall be PG58-22. However, when RAP exceeds 20% and is used in full depth HMA pavement the AC shall be PG58-28.

1031.06 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP material meeting the above detailed requirements. RAP designs shall be submitted for volumetric verification. If additional RAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

1031.07 HMA Production. The coarse aggregate in all RAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

To remove or reduce agglomerated material, a scalping screen, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or

reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If the RAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design. When producing mixtures containing conglomerate 3/8 or conglomerate variable size RAP, a positive dust control system shall be utilized.

HMA plants utilizing RAP shall be capable of automatically recording and printing the following information.

(a) Drier Drum Plants

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA Mix number assigned by the Department
- (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton)
- (4) Accumulated dry weight of RAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton)
- (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- (7) Residual asphalt binder in the RAP material (per size) as a percent of the total mix to the nearest 0.1 unit.
- (8) Aggregate and RAP moisture compensators in percent as set on the control panel (Required when accumulated or individual aggregate and RAP are printed in wet condition).

(b) Batch Plants

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.
- (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram)

- (4) Mineral filler weight to the nearest pound (kilogram).
- (5) Individual RAP Aggregate weight to the nearest pound (kilogram).
- (6) Virgin asphalt binder weight to the nearest pound (kilogram)
- (7) Residual asphalt binder of each RAP size material as a percent of the total mix to the nearest 0.1 percent.

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

1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Other". The testing requirements of Article 1031.03 shall not apply.
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

HOT MIX ASPHALT MIXTURE IL-4.75 (DISTRICT ONE)

Effective: January 1, 2007

Description. This work shall consist of constructing Hot-Mix Asphalt (HMA) surface course or leveling binder with an IL-4.75 mixture. Work shall be according to Sections 406, 1030, 1031 and 1032 of the Standard Specifications except as modified herein.

Materials.

Fine Aggregate: Revise Note 2 of Article 1030.02 to read:

- (a) Gradation. The fine aggregate gradation for IL-4.75 shall be FA 1, FA 2, or FA 20.

Revise the second sentence of Note 3 of Article 1030.02 to read:

"For mixtures with an $N_{design} \geq 90$ and for mixture IL-4.75, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag meeting the FA/FM 20 gradation." When the 4.75 mix is used as leveling binder, steel slag sand will not be permitted. The fine aggregate quality shall be Class B. The total minus No. 200 (75 μ m) material in the mixture shall be free from organic impurities.

(b) Reclaimed Asphalt Pavement (RAP). Only processed RAP over 3/8 in. (9.5 mm) screen will be permitted in the 4.75 mm mix. A maximum of 15% RAP will be allowed.

(c) Asphalt Binder (AB). The AB shall be as indicated in the mixture requirement table shown on the contract plans. If an AB performance grade of SBS/SBR PG 76-22 or SBS/SBR PG 76-28 is specified on the plans, then the AB shall meet the requirements Article 1032.05(b) of the Standard Specifications, and the elastic recovery of the AB used shall be a minimum of 80.

The AB shall be shipped, maintained, and stored at the mix plant according to the manufacturer's requirements. It shall be placed in an empty tank and not blended with other asphalt cements.

(d) Mineral Filler. Mineral filler shall conform to the requirements of Article 1011.01.

Mixture Design.

Add the following to the list of Illinois Modified AASHTO references in Article 1030.04:

AASHTO T 305 Standard Method of Test for Determination of Draindown Characteristics in Uncompacted Asphalt Mixtures.

Add the following to Article 1030.04(a):

“(4) IL-4.75 Mixture. The Job Mix Formula (JMF) shall fall within the following limits

Sieve	Percent Passing
1/2 in. (12.5 mm)	100
3/8 in. (9.5 mm)	100
No. 4 (4.75 mm)	90-100
No. 8 (2.36 mm)	70-90
No. 16 (1.18 mm)	50-65
No. 30 (600 µm)	35-55
No. 50 (300 µm)	15-30
No. 100 (150 µm)	18-Oct
No. 200 (75 µm)	9-Jul
AB Content	7% to 9%

Add the following to Article 1030.04(b):

“(4) IL 4.75 Mixture.

Volumetric Parameter	Requirement
Design Air Voids	4.0 % at Ndesign 50
Voids in the Mineral Aggregate (VMA)	18.5% minimum
Voids Filled with Asphalt (VFA)	72 - 85%
Dust/AC Ratio	1.0
Density (% of Max Specific Gravity)	93.0 - 97.4
Maximum Drain-down	0.3%

Mixture Production. Plant modifications may be required to accommodate the addition of higher percentages of mineral filler as required by the JMF.

During production, mineral filler shall not be stored in the same silo as collected dust. This may require any previously collected bag house dust in a storage silo prior to production of the IL-4.75 mixture to be wasted. Only metered bag house dust may be returned back directly to the mix. Any additional minus No. 200 (75 μ m) material needed to produce the IL-4.75 shall be mineral filler.

As an option, collected bag-house dust may be used in lieu of manufactured mineral filler, provided; 1) there is enough is available for the production of the IL-4.75 mix for the entire project and 2) a mix design was prepared with collected bag-house dust.

The mixture shall be produced within the temperature range recommended by the asphalt cement producer; but not less than 310 °F (155 °C).

The amount of moisture remaining in the finished mixture shall be less than 0.3 percent based on the weight of the test sample after drying.

Mixtures contain steel slag sand or aggregate having absorptions \geq 2.5 percent shall have a silo storage plus haul time of not less than 1.5 hours.

Control Charts/Limits.

Add the following to Control Limits table in Article 1030.04(d)(4):

Parameter	Individual Test	Moving Average
% Passing		
No. 16 (1.18 mm)	\pm 4%	\pm 3%
No. 200 (75 μ m)	\pm 1.5%	\pm 1.0%
Asphalt Binder Content	\pm 0.3%	\pm 0.2%
Air Voids	\pm 1.2% (of design)	\pm 1.0% (of design)

Add the following to the Density Control Limits table in Article 1030.05(d)(4):

"DENSITY CONTROL LIMITS		
Mixture Composition	Parameter	Individual Test
IL-4.75 ^{2/}	Ndesign = 50	93.0% - 97.4% ^{2/}

2/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge."

Construction Requirements:

Placing.

Revise the table in Article 406.05(c) to read:

Leveling Binder	
Nominal, Compacted, Leveling Binder Thickness, in. (mm)	Mixture Composition
≤ 1 1/4 (32)	IL-4.75, IL-9.5 or IL-9.5L
1 1/4 to 2 (32 to 50)	IL-9.5, IL-12.5, or IL-9.5L

Add the following to the end of the first paragraph of Article 406.05(c):

"Density requirements for IL-4.75 mixture shall apply when the nominal, compacted thickness is 3/4 in. (19 mm) or greater."

Revise the first and second paragraphs of Article 406.06(b) to read:

"General. The mixture shall be placed on a clean, dry base and when weather conditions are suitable. To avoid blistering, the surface shall be dry for at least 24 hours prior to mixture placement. Work shall not begin when local conditions indicate rain is imminent. The mixture shall be placed when the temperature in the shade is at least 50 °F (10 °C) and the forecast is for rising temperatures. The mixture temperature shall be 310 to 350 °F (155 to 175 °C) and shall be measured in the truck just prior to placement.

When used as leveling binder, the mixture shall be overlaid within five days of being placed."

Lift Thickness.

Add the following to the end of Article 406.06(d):

"The minimum and maximum compacted lift thickness for the IL-4.75 mixture shall be 3/4 in. (19 mm) and 1 1/4 in. (32 mm) respectively."

Compaction.

Add the following after the first paragraph of Article 406.07(a):

“The compaction operation shall start immediately after the mixture has been placed. The Contractor shall provide a minimum of two steel-wheeled tandem rollers for breakdown (TB) and one finish steel-wheeled roller (TF) meeting the requirements of Article 1101.01(e), except the minimum compression for all of the rollers shall be 280 lb/in. (49 N/mm) of roller width. Pneumatic-tired and vibratory rollers will not be permitted.”

Basis of Payment. This work will be paid for at the contract unit price per ton (metric ton) for POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-4.75, N50; and POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-4.75, N50.

HOT MIX ASPHALT MIXTURES, EGA MODIFIED PERFORMANCE GRADED (PG) ASPHALT BINDER

Effective: March 16, 2009

Description. This work shall consist of constructing Hot Mix Asphalt (HMA) mixtures containing ethylene-glycidyl-acrylate (EGA) Modified Performance Graded (PG) Asphalt Binder. Work shall be according to Sections 406, 1030, and 1032 of the Standard Specifications, except as modified herein.

The asphalt binder shall meet the following requirements:

EGA Modified Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 “Standard Specification for Performance Graded Asphalt Binder” for the grade shown on the plans. An ethylene-glycidyl-acrylate (EGA) terpolymer with a maximum of 0.3 percent polyphosphoric acid by weight of asphalt binder, shall be added to the base asphalt binder to achieve the specified performance grade. Asphalt modification at hot-mix asphalt plants will not be allowed. The modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in the following table for the grade shown on the plans.

Ethylene-Glycidyl-Acrylate (EGA) Modified Asphalt Binders		
Test	Asphalt Grade EGA PG 70-22 EGA PG 70-28	Asphalt Grade EGA PG 76-22 EGA PG 76-28
Separation of Polymer Illinois Test Procedure, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions.	4 (2) max.	4 (2) max.

TEST ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

HOT MIX ASPHALT – DENSITY TESTING OF LONGITUDINAL JOINTS (D-1)

Effective: January 1, 2007

Revised: January 8, 2009

Description: 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). This work shall be according to Section 1030 of the Standard Specifications except as follows.

Definitions:

Density Test Location: The station location used for density testing.

Density Test Site: Individual test site where a single density value is determined.

Density Reading: A single, one minute nuclear density reading.

Density Value: The density determined at a given density test site from the average of two “density readings”.

Quality Control / Quality Assurance (QC/QA)

1030.05(d) (3) add the following paragraphs:

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 two inches, from each pavement edge. For Example, on a four inch HMA lift the near edge of the nuclear gauge or core barrel shall be within four inches from the edge of pavement. The remaining 3 density test sites shall be equally spaced between the two edge readings. Documentation shall indicate whether the joint was confined or unconfined.

The joint density value shall be determined using either a correlated nuclear gauge or cores. When using a correlated nuclear gauge, two “density readings” shall be taken at the given density test site. The gauge shall be rotated 180 degrees between “density readings”. If the two “density readings” are not within 1.5 lb/cu ft (23 kg/cu m) then one additional “density reading” shall be taken. Additional “density readings” taken at a given site shall not be allowed to replace the original “density readings” unless an error has occurred (i.e. the nuclear gauge was sitting on debris).

1030.05(d) (4) Replace the density control limits table with the following:

DENSITY CONTROL LIMITS			
Mixture Composition	Parameter	Individual Test ^{2/}	Minimum Unconfined Test
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 - 96.0 %	90.0%
IL-9.5, IL-9.5L, IL-12.5	Ndesign < 90	92.5 - 97.4 %	90.0%
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 - 96.0 %	90.0%
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	92.0 - 97.4 %	90.0%
All Other	Ndesign = 30	93.0 ^{1/} - 97.4.%	90.0%

1/ 92.0 % when placed as first lift on an unimproved subgrade.

2/ "Density values" shall meet the "Individual Test" density control limits specified herein.

INCIDENTAL HOT-MIX ASPHALT SURFACING

General. This work shall consist of the preparation of the base, the application of bituminous priming material and the construction of the hot-mix asphalt (HMA) surface for driveway pavements.

The HMA mixture for the incidental HMA surface shall meet the requirements of Section 406 of Standard Specifications for Road and Bridge Construction "Hot-Mix Asphalt Surface Course, Mix "C", N50". Areas where incidental HMA surfacing will be placed shall have the base primed. The Engineer will specify the rate of application of prime and fine aggregate.

The HMA mixture may be spread and finished by approved hand methods or a finishing machine approved by the Engineer.

The HMA mixture shall be rolled and compacted to the satisfaction of the Engineer with a tandem roller meeting the requirements of Article 1101.01 of the Standard Specifications for Road and Bridge Construction.

Basis of Payment. This work will be paid for at the contract unit price per ton for "INCIDENTAL HOT-MIX ASPHALT SURFACING", which price shall include all labor, materials and equipment necessary to complete the work.

The cost of Prime Coat and Aggregate (Prime Coat) will not be paid for separately but shall be incidental in the unit price per ton for INCIDENTAL HOT-MIX ASPHALT SURFACING.

DETECTABLE WARNINGS

DETECTABLE WARNINGS shall be installed at curb ramps as specified by Section 424 of the Standard Specifications and at locations as shown on the plans or as directed by the Engineer.

The product used for installing detectable warnings shall be the following:

- (a) Prefabricated Polymer Concrete Cast-In-Place Detectable Warning Panels
- (b) Color – Red Brick

Manufactured by one of the following:

- (a) Armorcast Products Company (818-982-3600)
- (b) Detectable Warning Systems, Inc. (866-999-7452)
- (c) Or approved equal

Submittals as required by Standard Specifications:

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

Additional installation requirements: Panels must be cut in a neat and workman like manner per manufacturers requirements to match the entire curb ramp width with a minimum of 3 pins per panel cast into concrete ramp. The curb ramp width will vary with a typical width of 5'-6". The panel size and method used for installing detectable warnings shall be approved by the Engineer prior to installation.

Basis of Payment: Detectable warnings will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS.

TEMPERATURE CONTROL FOR CONCRETE PLACEMENT (DISTRICT ONE)

Effective: May 1, 2007

Delete the second and third sentences of the second paragraph of Article 1020.14(a) of the Standard Specifications.

EPOXY COATING ON REINFORCEMENT (DISTRICT ONE)

Effective: January 1, 2007

For work outside the limits of bridge approach pavement, all references in the Highway Standards and Standard Specifications for reinforcement, dowel bars, tie bars and chair supports for pavement, shoulders, curb, gutter, combination curb and gutter and median shall be epoxy coated, unless noted on the plan.

HOT MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

Description: This work shall be according to the applicable portions of Section 440 of the Standard Specifications except the milling depth shall vary from 0" to 4".

The machine use for surface removal shall be a milling machine meeting the requirements of Article 440.02 of the Standard Specifications. Material resulting from the operation shall be removed and disposed of as specified in Article 440.06 of the Standard Specifications. Should any pavement be damaged by the removal operations sufficient to warrant replacement, in the Engineer's judgment, the Contractor shall replace it in kind for no additional payment. Based on existing and proposed elevations the average pavement surface removal depths are as follows:

Sheridan Road will result in removal of approximately 4 inches at the centerline of the pavement and will range from 0 inches to 4 inches at the edge of pavement.

Kedzie Street will result in removal depths of approximately 2 inches at the centerline and edge of pavements with 3-4 inches of removal at the quarter crown in order to produce a uniform cross slope

Method of Measurement: Hot-mix Asphalt Surface Removal - Variable Depth shall be measured in place and the area computed in square yards.

Basis of Payment: This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH.

PAVEMENT PATCHING

Add the following paragraph to Article 442.01:

"Class B Patches shall conform to Section 353-Portland Cement Concrete Base Course and Class D Patches shall conform to Section 355 - Hot-Mix Asphalt (HMA) Base Course. Existing pavement is to be removed and replaced in accordance with the plans as needed to patch utility trenches and as directed by the Engineer to rehabilitate existing pavement. The quantification sub-types: I, II, III, and IV, shall not apply." **Class B Patches shall be 9 inches in thickness and be installed 3 inches below existing surface elevation. See typical sections for locations of various patching types."**

Add the following paragraph to Article 442.04:

"Roadway restoration activities (Class D Patches and HMA Replacement Over Patches) on Kedzie Street shall be completed and opened to traffic immediately after relief sewer construction on Kedzie Street is complete."

Add the following sentences to the first paragraph of Article 442.05:

“The Contractor shall saw-cut existing pavements to full depth, along the line of the maximum allowable trench width as shown on plans. All excavated material including paving bricks shall be properly disposed of off-site. No drop hammer and/or guillotine-type concrete breakers/cutters shall be utilized for pavement removal. **No earth saw shall be utilized to saw-cut pavement.**”

This work will be paid for at the Contract unit price per SQUARE YARD for CLASS B PATCHES, CLASS D PATCHES, SPECIAL 7 INCHES, and CLASS D PATCHES, of the thickness shown on the plans, measured in place. Payment shall be made for the quantity of patch actually installed within the maximum pay limits specified by IDOT or as directed by Engineer.

These Contract unit prices shall be payment in full for all materials, labor and equipment required for: saw-cutting (full depth), removal, and disposal of existing pavement and sub-base to proposed subgrade; furnishing, new paving materials and installation; furnishing and installing contraction joints, dowel bars, and expansion joints as required; finishing and additional reinforcement where required for concrete pavement; and related work required to complete the installation which is not included in other Payment Items.

For Class B and Class D Patches, the quantities for payment purposes shall be based on the maximum allowable width of the trench at the top of the subgrade and/or as directed by the Engineer. This payment width shall not exceed a maximum dimension as specified by IDOT. The length of removal and replacement shall be measured along the centerline of the pipe over which removal and replacement is made. Length of removal and replacement for all patching shall include distances through manholes and other structures.

REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL and SUB-BASE GRANULAR MATERIAL, TYPE B shall be used to replace unstable sub-grade material as directed by the Engineer.

STORM (RELIEF) SEWERS

Delete Article 550.01 and replace it with the following:

“**550.01 Description.** This work shall consist of constructing combined, relief, and storm sewers of the required inside diameter with necessary fittings and appurtenances.”

Delete Article 550.03 and replace it with the following:

“**550.03 Pipe Material Requirements.** Pipes used in sewer construction shall be as follows and as indicated on the drawings. Pipes shall be of uniform material and structural class between structures:

Relief sewers 24-inch and larger. Reinforced concrete sewer pipe having a laying length of not less than 7 feet. Special short lengths shall be provided for use in making closures and meeting manholes. Pipe shall meet the requirements of ASTM C-76, latest revision, "Reinforced Concrete Culvert, Storm Drain and Sewer Pipe", be of the strength classification designated on the Contract Drawings, and otherwise meet this specification. Contractor shall design and submit details pertaining to the pipe sizes and pipe classifications which are not adequately detailed in ASTM C-76 to the Engineer for approval. Pipe shall be circular with circular reinforcement wall-type B or C and Type I Cement plus fly ash. The pipe will be subjected to field inspection by the Engineer. All tests shall be made in accordance with ASTM C-76. All pipes shall have bell and spigot ends. Spigot ends shall be grooved to accommodate a watertight rubber "O-Ring" type joint gasket meeting the provisions of ASTM C-443. The gasket sealing the joint shall be made of natural rubber having a texture to assure a watertight and permanent seal and shall be the product of a manufacturer having at least five years experience in the manufacture of rubber gaskets for pipe joints. The gasket shall be a continuous ring, of suitable circular cross-section and of such size as to make the joint watertight when the pipes are held. The rubber gasket shall have a reasonably smooth surface free from pitting, blisters, porosity and other imperfections, meeting the requirements of ASTM C-443, latest revision. Lifting holes shall not be permitted on pipes less than 84-inch diameter.

Combined sewers 4 to 15 inches in diameter and more than 5 feet deep; relief sewers 4 to 15 inches in diameter and more than 5 feet deep; and sanitary service connection piping other than specified in Paragraph d following - Poly-vinyl chloride (PVC) pipe conforming to ASTM D-3034 having joints conforming to ASTM D-3212. Pipe shall be a solid wall product not thinner than SDR 26 with minimum stiffness of 115 psi. Where minimum separation requirements between sewer pipe and water main are not met, the use of Poly-vinyl chloride (PVC) pipe conforming to AWWA C-900 and rated for 150 psi (DR18) having joints conforming to ASTM-3139 and ASTM F-477 is required.

Combined sewers 16 to 24 inches in diameter and more than 5 feet deep; and, relief sewers 16 to 24 inches in diameter and more than 5 feet deep (alternate bid item) - Poly-vinyl chloride (PVC) pipe conforming to ASTM F-679 having joints conforming to ASTM D-3212 and a solid wall not thinner than SDR26 with minimum stiffness of 115 psi may be used in lieu of DR25 pipe at Contractor's option. Where minimum separation requirements between sewer pipe and water main are not met, the use of Poly-vinyl chloride (PVC) pipe conforming to AWWA C-905 and rated for 165 psi (DR25) having joints conforming to ASTM-3139 and ASTM F-477 is required.

Catch basin and inlet leads; relief sewers 4 to 24 inches in diameter and 5 feet or less in depth or where indicated on drawings; sanitary sewer service connection piping crossing under other utilities; and, combined sewers 4 to 24 inches in diameter where indicated on drawings - Ductile iron pipe conforming to ANSI 21.51 (AWWA - C151); of a minimum thickness Class 50 as designed per ANSI A21.50 (AWWA - C150) except as designated on the Contract Drawings; tar (seal) coated per ANSI A21.4(AWWA - C104); and, with push-on joints per ANSI A21.11(AWWA - C111)."

Add the following paragraphs to Article 550.04:

“The width and depth of trench excavation for all pipes shall be as shown on the Drawings. Along the proposed pipe alignments indicated on the Drawings, Contractor shall remove the surface materials only to such widths as will permit a trench to be excavated, which will afford sufficient room for efficient and proper construction. Where sidewalks, driveways, pavements, and curb/gutter are encountered, care shall be taken to protect such against fracture or disturbance beyond these working limits.

Prior to the placement of all pipe, bedding shall be placed on the trench bottom, compacted and shaped to receive the pipe. Bedding shall consist of gravel or crushed limestone conforming to CA-11 or CA-13 of Section 1004 for RCP and DIP sewers, and ASTM D2321 Class IB for PVC Sewers. Geotextile filter fabric, Trevira 1114 or equal, shall be provided to encase the pipe bedding and initial pipe cover in trenches through wet, soft, and/or granular native soils and elsewhere as directed by Engineer. The geotextile fabric shall be placed as shown on the Drawings.

The trench shall be excavated to the alignment and depth required and may be advanced up to 50 feet ahead of the pipe laying operation during working periods and up to 20 feet ahead of pipe laying operations during non-work periods. Trenching operations shall be terminated at the end of each day's work in locations which do not obstruct roadways, alleys or driveways. In general, the length of open trench shall not exceed 70 feet from the forward cut to the completely backfilled trench nor shall more than one street crossing be obstructed by the same trench at any one time. Open cut excavations shall be reduced to a maximum length of 30 feet for overnight protection.

Contractor shall conduct dewatering as necessary to maintain the water table level below the trench bottom prior to and during pipe laying, jointing and backfilling. The dewatering operation, however accomplished, shall be carried out so that it does not destroy or weaken the strength of the soil under or alongside the trench.

Contractor shall divert all sanitary flow around the construction area by means of flumes or temporary by-pass pumping systems. Pumping shall be sufficient such that no backing up of sanitary flow will occur. Contractor shall be responsible for all damage resulting from negligence in creating restrictions to flow within the sewer system. Contractor shall not interrupt the flow from individual sanitary services for more than four hours. Sanitary flows shall not be diverted into catch basins or relief sewers.

Open-cut trenches shall be supported as required to fully protect life, existing utilities, adjacent structures, pavements, and the Work. Trench support is an integral part of the Contractor's means and methods. The Contractor shall employ the services of a registered (Illinois) Structural Engineer, registered (Illinois) Professional Engineer, Geotechnical Engineer, and other professionals as necessary to prepare designs of support systems. The support systems shall conform to Federal laws, State laws and municipal ordinances. The minimum protection

shall conform to the recommendations in O.S.H.A. Safety and Health Standards for Construction. A sand box or trench shield may be used as permitted by O.S.H.A.

For sewers located in unpaved areas, augering construction shall be made where the sewer passes within a distance of tree diameter times 8 or 8 feet, whichever is greater, from trees. For sewers located in paved areas, augering construction shall be made where the sewer passes within a distance of tree diameter times 5 or 8 feet, whichever is greater, from trees. The auger shall be approximately 6 inches larger than the outside diameter of the pipe bell and extend not less than 10 feet or as shown on drawings, whichever is greater, from the base of the tree in both directions. The annular space between pipe and auger wall shall be filled with granular material. Augering work shall be considered incidental to the construction of sewers and no separate payment shall be made.”

Add the following paragraphs to Article 550.06:

“Laying of sewer pipe shall be accomplished to line and grade in the trench only after it has been dewatered and the foundation and/or bedding has been prepared. Mud, silt, gravel, and other foreign material shall be kept out of the pipe and off joint surfaces. All pipe laid shall be retained in position so as to maintain alignment and joint closure until sufficient backfill has been completed to adequately hold the pipe in place.

Pipe alignment shall not deviate by more than 0.5 inch or 0.25 inch per foot of diameter, whichever is greater, from true vertical alignment; or 2.0 inches or 0.5 inch per foot of diameter, whichever is greater, from true horizontal alignment, prior to and following placement and compaction of backfill. Sewers found to vary from these alignment criteria shall be excavated and relayed or otherwise corrected as approved by the Engineer.

Contractor shall check line and grade of each pipe section installed with laser beam; and, in the event they do not meet specified limits described hereinafter, the work shall be immediately stopped, the Engineer notified, and the cause remedied before proceeding with the Work.

Installation of PVC sewers shall conform to ASTM D2321. After installing any sewer on the bedding and the joint made, backfilling to one foot above the crown of the pipe shall be placed to form a granular encasement. The pipe shall be laid so that it will be uniformly supported for the entire length of its pipe barrel fully bearing on the aggregate cradle. No blocking of any kind will be permitted to adjust the pipe to grade.

All branch sewer connections shall meet the structural, jointing, and water-tightness requirements for the mainline pipe to which they are made. Break-in-connections will not be allowed. Connections of pipe 18-inches in diameter or smaller to RCP may be made using cast-in or cored-in flexible couplings meeting ASTM C-923, or precast wye or tee fittings as approved by Engineer. Connections of pipe larger than 18-inch diameter to RCP shall be with pre-cast wye or tee fittings as approved by Engineer. Connections to PVC or DIP shall be made using factory-made wye or tee fittings. **Tapping saddles may NOT be used for connections**

to PVC pipe. Connections may be tees or wyes at Contractor's option, unless shown otherwise on the Drawings.

Plugs for pipe branches, stubs, or other open ends, which are not to be immediately connected, shall be made of an approved material and shall be secured in place with a joint comparable to the main line joint. Stoppers may be of an integrally cast breakout design.

“Non-Shear” couplings as manufactured by Fernco Inc. or approved equal shall be used for connections of new pipe to existing pipe, and where dissimilar pipe and joint materials are encountered. **No stainless steel shear rings will be allowed.**

Add the following paragraphs to Article 550.07:

“Covering of the pipe to a depth of one-foot over the top of the pipe shall be performed by a method which assures that materials fill and support the haunch areas of the pipe, encasing the pipe to the limits as indicated. The aggregate shall be placed in layers not exceeding six inches (6”) in thickness and carried up at the same levels on both sides of the pipe. Each layer shall be thoroughly compacted and tamped under and around the pipe.

Cover and backfill shall be compacted in accordance with Method 1 or Method 3, and shall achieve a Standard Proctor Density of not less than 95 percent as tested in accordance with Section 106. To facilitate compaction by Method 3, the Contractor shall provide a well point/pump system, sump pits and pumps, or other proactive procedures approved by the Engineer for extracting the water used for backfill compaction from the pipe bedding material. The spacing between extraction points shall be sufficient to assure adequate water velocities for the jetting process and to assure that the backfill and/or bedding will not become over-saturated such that compaction is lost. In any case, jetting water extraction points shall be located not more than 400 feet apart.

Following completion of the backfilling process, the final layer of backfill shall also be inundated with water in accordance with Method 2. The Contractor shall repair any subsidence which occurs prior to paving by adding additional backfill material and compacting in accordance with Method 1.

Contractor shall repair any subsidence greater than 1½ inches which occurs following paving by removing paving, installing additional backfill, compacting in accordance with Method 1, and re-installing paving. Contractor shall repair any subsidence 3-inches or less which occurs following base course paving by installing additional leveling binder immediately prior to installation of the bituminous surface course. Contractor shall repair any subsidence, which occurs following installation of bituminous surface course by installation of additional surface course. The unsettled pavement surrounding the subsidence area shall be milled to a depth of 1½ inches for at least the full lane width each way of the subsidence transverse to the direction of traffic and 20-feet each way of the subsidence longitudinal to the direction of traffic. Concrete pavement displaced more than ½ inch by subsidence shall be removed and replaced to the nearest contraction joints, expansion joints, curbs, or transitions to other pavement types, as

applicable. The cost of correcting subsidence, including additional paving, shall be borne by the Contractor at no additional cost to the Owner, whether that subsidence is caused by the Contractor's failure to adequately compact backfill or otherwise perform the Work, or is inherent in the construction methods utilized, including tunneling."

Add Article 550.11 which shall read as follows:

"Contractor shall be responsible for all on-site and off-site testing for the Work performed under this Section. Contractor shall retain the services of an independent certified testing laboratory to perform all testing. All testing shall be in accordance with Section 106 of this Specification and the Standard Specifications. Copies of all on-site and off-site test reports shall be submitted to the Engineer. Certified test reports will be acceptable for material proposed to be incorporated into the Work; however, final acceptance will be based on the material as it is actually incorporated into the Work. Testing shall including the following:

Backfill Compaction. During the installation of Case I backfill material, the Contractor shall conduct density testing specified in Article 550.07 in accordance with Section 106. The cost of testing shall be incidental to storm sewer, water main, relief sewer and combined sewer installation and no separate payment shall be made.

Infiltration/Exfiltration Testing. Contractor shall conduct infiltration testing of each manhole-to-manhole section of relief sewer after the pipe is installed and backfilled, but before street paving operations commence. If Contractor elects to compact backfill by jetting (Article 550.07 - Method 3), then the infiltration test shall be performed during the jetting operation. Where the depth of the ground water is less than 24 inches over the crown of the pipe at the upstream section to be tested, an exfiltration test shall be used in place of an infiltration test.

Infiltration tests shall be made by measuring the flow of infiltrating water over a calibrated weir set up in the invert of the sewer. Personnel for reading flow measuring devices will be furnished by the Engineer, but all other labor, equipment, material and water, including gauges and meters, will be furnished by the Contractor.

Exfiltration tests shall be made by bulk-heading the section to be tested and completely filling the subject sewer. The bulkheads shall be watertight and shall be adequately braced to withstand the head of water pressure that will be applied in the testing process. As such, the Contractor shall employ the services of a Registered (Illinois) Structural Engineer for bulkhead and bulkhead bracing design. The exfiltration test shall be conducted by filling the sewer to a level four feet above the crown of the sewer in the manhole at the upper end of the section being tested. The rate of flow required to keep this required level will be the exfiltration. Tests shall be conducted for at least two hours.

No additional pipe shall be laid until the infiltration/exfiltration test on each manhole-to-manhole section of pipe meets specified limits following:

- i. Exfiltration: 100 gallons per day per inch of pipe diameter per mile of sewer.
- ii. Infiltration: 100 gallons per day per inch of pipe diameter per mile of sewer.
- iii. No visible leaks which endanger the pipe or surrounding bedding/ backfill.

If the specified infiltration/exfiltration limits are exceeded, the Contractor shall televise or internally inspect the sewer in the presence of the Engineer to identify the source(s) of the leakage. Contractor shall immediately make all repairs and/or replacements necessary to achieve the specified infiltration/exfiltration limits. After all repairs are made, the Contractor shall again make an infiltration or exfiltration test. All costs of internal inspection to locate leakage sources, other testing and pipe correction shall be borne by the Contractor at no additional cost to the Owner.

Internal Television Inspection: Following completion of open-cut sewer installation, infiltration/exfiltration testing, backfill compaction testing, and deflection testing, but before final surface is installed, the Contractor shall conduct an internal television inspection of all mainline sewers installed. The television camera used shall be high resolution color, shall be equipped with a revolving head capable of viewing up service connections, and shall be equipped with a footage counter which records on the videotape. For televising pipes 54-inches and smaller, the camera shall be stopped at each lateral connection and the camera head rotated to give a full view of the interior of the lateral. DVD format shall be made of the internal inspections and given to the Owner. The cost of televising the Relief Sewer, Combined Sewer, Storm Sewer, Sanitary Sewer, shall be considered incidental. **No additional payments will be made for this work.**

The Contract unit prices for RCP, DIP, and PVC sewers shall be payment in full for all materials, labor, and equipment required for: site preparation, including removal, replacement and/or repair of fences and other site objects; trench excavation, including removal and disposal of existing sewer pipes, structures, and excess excavated materials; protection, support and repair of damage to existing utilities; support of trench walls, including shoring and bracing; dewatering of trenches; temporary pumping of flows in existing and new sewers; sewer pipe, including fittings, fittings as necessary to reconnect catch basin outlet leads, risers, adapters, couplings, collars and other components; connection of existing sewers to the proposed sewer; abandonment of existing sewers where called out on the Drawings, including filling and placement of required plugs; bedding placement and compaction to one foot above the top of the pipe; backfill placement, compaction and compaction testing; infiltration/exfiltration testing of sewers; internal television inspection of all pipes; deflection testing of sewers; correction of defects; and, other related work required to complete the installation which is not included under other Payment Items.

Relief sewers and combined sewers shall be paid on a Contract unit price basis per FOOT of sewer of the diameter, material, and strength class actually installed. Payment items are defined below for the various sizes, classes, and materials used, including RCP (reinforced concrete pipe), DIP (ductile iron pipe), and PVC (poly-vinyl chloride) pipe.

The Contract unit price for RCP, DIP, and PVC sewers shall include: combined sewer repairs where shown on the Drawings.

Measurement of this Payment Item shall include all straight sections of pipe and all bends and other fittings, including wyes, tees, reducers and rubber check valves actually installed. The measurement for relief and combined sewers of the materials and sizes specified shall not include the distance through base tee manholes, other manholes, and drop structures. In the case of cast-in-place structures, the distance not included in relief and combined sewer measurement shall be the length from outside of the structure wall on the upstream side of the structure to the outside of the structure wall on the downstream side of the structure as shown on the Drawings. In the case of precast structures, the distance not included in relief and combined sewer measurement shall be the distance between the first joints in standard pipe sections upstream and/or downstream of the structure. Measurement and payment for manholes, base tee sections and other structures shall be made under the appropriate Payment Items for these structures.

This item shall not include the costs of installations and adjustments of sanitary and water services, which shall be paid for in accordance with the appropriate Payment Items. Adjustment of other existing house service utilities, including gas, electric, cable TV and telephone services, shall be considered incidental to the Work and no separate payment shall be made.

This item shall not include the cost of pavement, sidewalk, driveway, and curb/gutter removal and disposal within the pay limits shown on the Drawings. Roadway, sidewalk, driveway, and curb/gutter removal/replacement within pay limits or as directed by the Engineer shall be paid for in accordance with the appropriate Payment Items.

Roadway, sidewalk, driveway, and curb/gutter removal/replacement outside the pay limits shown on the Drawings required for completion of the Work or for Contractor's purposes shall be incidental to combined sewer, relief sewer, storm sewer, and sanitary sewer construction and no separate payment shall be made.

VIDEO TAPING OF SEWERS

Pre-construction and Post-construction Sub-surface Videotaping. Prior to commencing construction and following completion of construction, Contractor shall conduct a closed-circuit internal television inspection of existing mainline combined, storm and sanitary sewers along the routes of the proposed relief sewer, combined sewer, and water mains. The purpose of the televising is to document the condition of the existing sewers prior to the start of the construction and any change in condition, which occurs as a result of construction. Following completion of sewer and water main installation, infiltration/exfiltration testing, backfill compaction testing, and deflection testing, but before final restoration and placing sewers in service, the Contractor shall conduct an internal television inspection of all new mainline

sewers 48 inch in diameter or smaller. Inspection of new mainline sewers shall be performed in the presence of the Engineer.

The closed circuit camera and other televising equipment used shall be specifically designed for sewer line inspection. The camera shall be cable drawn. The camera shall be high-resolution color and shall be equipped with a lighted, pivoting head to view branch connections. For sewers 24-inches and larger, the camera shall be mounted on an appropriately sized skid so that the camera is centered in the sewer. Camera pull speed through the mainline pipe shall not exceed 30 feet per minute, the camera should be paused at every connection, and the camera panned to view the full interior of the connection. Crawler-type cameras shall not be used unless the sewer cannot be televised using cable drawn equipment, such as dead-end sewers or sewers so obstructed that pulling cables cannot be installed. If, during the internal inspection, the camera cannot pass through the entire sewer from a single set-up, the sewer internal inspection shall be completed using a reverse set-up from an adjacent manhole. If the sewer cannot be inspected over the remainder of its full length using the reverse set-up, Contractor shall notify the Engineer immediately while the camera remains in the sewer.

Contractor shall record the internal inspection on DVD format. Each DVD made shall be labeled "**City of Evanston 2009 Sheridan Road Improvement Project**" and shall be consecutively numbered. An index of each videotape shall be provided which includes tape number, street/alley location (including names of end-blocks), beginning manhole number, ending manhole number, length of sewer, diameter of sewer, beginning and ending tape counter numbers. Contractor shall utilize the Owner's manhole numbering system (available through Engineer) to identify the existing sewer sections televised. For post-construction inspection of new sewers, the manhole numbering system shown on the Drawings, prefaced by **CITY OF EVANSTON 2009 SHERIDAN ROAD IMPROVEMENT PROJECT** or other project designation, shall be utilized. The upstream manhole number, downstream manhole number and footage from beginning manhole shall be superimposed on the video image.

Contractor shall also prepare a written report for each section of sewer televised. Each report shall be labeled **CITY OF EVANSTON 2009 SHERIDAN ROAD IMPROVEMENT PROJECT** and shall be coordinated with the DVD. For each sewer section televised, the report shall include: date of inspection, videotape reference number including counter readings, street location (including names of end-blocks), beginning manhole number, ending manhole number, length of sewer, diameter of sewer, and pipe material. The report shall note the locations (as a distance from the beginning manhole) the locations, orientations (o'clock position) and appropriate size parameters of: service and other connections; pipe defects, such as cracks, offsets, sags, deformations and break-in connections; water infiltration; mineral, grit, and grease build-ups; root intrusions; and, other irregularities.

This work shall be paid for at the Contract unit price per FOOT of sewer for VIDEO TAPING OF SEWERS of existing combined and storm sewers on streets in which tunnels, relief sewers, and water mains are proposed, at locations as specified, where not covered by other payment items, and at other locations as directed by Engineer. The Contract unit price shall be payment in full for all materials, labor, and equipment required for: traffic control; cleaning of existing

sewers (jetting); internal videotaping existing mainline combined sewers and storm sewers, including reverse set-ups, retrieving stuck televising equipment or repairing of sewers damaged by the televising effort; providing one copy of the videotapes (DVD format) and reports to the Owner and other related work required.

Sub-surface video taping will be required before the start of construction and will also be required following completion of the construction (but prior to installation of the hot-mix asphalt surface course).

The quantity shall not include pre-construction or post-construction videotaping for: sewer liner installation, new relief sewer installation, new storm sewer installation, and new combined sewer installation, all of which shall be considered incidental to the Contract.

DUCTILE IRON WATER MAIN

Add the following to Article 561.01:

"Where shown on the Drawings, Line Stopping shall be performed. This work shall involve the placement of a self-contained hydraulic unit within an operating water main for the purpose of installation of a valve and/or other connection with the existing system without interruption of service."

Add the following to Article 561.02:

Line Stops. The line-stop unit shall be a self-contained hydraulic (hand pump operated) ram. The line-stopping device shall be of such a design that, when hydraulic pressure is applied, the bladder will expand and conform to the I.D. of the pipe and tuberculation inside the main (if any) will be moved outside of the sealing area.

The line-stop shall be of the 'Short Stop' variety, which will require removing only the top of the pipe during the operation. All fittings shall employ an I.D. thread, screw-type engagement together with O-Ring seal for bubble-tight completion. After insertion of plug, a screw-on cap will be used and bolted down. The system shall be capable of containing a water pressure of 150 psi. The line-stopping system shall be Hydro-Stop or approved equal. Line-stop sleeves shall be Style "Evanston Sleeve Total Seal" Extra Heavy Duty as manufactured by Hydro Stop or equal.

Fittings: All fittings furnished shall be ductile iron conforming to AWWA Standard for Ductile Iron Compact Fittings C153, 350 psi rating. Fittings shall be mechanical joint and shall be equipped with Mega-Lug or equal joint restraining glands. Restraining glands which rely on the bearing of screw-points on the water main wall shall not be utilized. All fittings shall be cement-mortar lined inside and bituminous-coated outside, in accordance with Sec. 51-8 - ANSI A21.51 (AWWA C104 and C151).

Valves: Gate valves and tapping valves with sleeve and cut in-valves 24-inches and smaller in size shall be resilient wedge mechanical joint type, manufactured to meet or exceed the requirements of AWWA C515, latest revision. Gate valves larger than 24-inches in size shall be of double disc type to meet AWWA C500 requirements and shall be in accordance with the following specifications:

Valves shall be Waterous Series 2500 or approved equal and shall have the manufacturer and year cast on the body with raised letters.

Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve. The sealing mechanism shall consist of a cast iron gate having a vulcanized synthetic rubber coating. The resilient sealing mechanism shall provide zero leakage at the design water pressure of 150 psi when installed with the line flow in either direction. All valves are to be tested in strict accordance with AWWA C515 or AWWA C500.

Valves shall have non-rising stems made of cast, forged, or rolled bronze shown in AWWA C515. Two stem seals shall be provided and shall be of the O-ring type.

Valves shall be equipped with cast iron operating nuts and shall be secured to the stem with stainless steel bolts. Valves shall turn counterclockwise, or left (looking downward at the operating nut) to open.

The valve body, bonnet and cover shall be cast iron ASTM A126, Class B. All internal and external surfaces shall be coated with epoxy to a minimum thickness of 4 mils. Bonnet bolts shall be stainless steel.

Fire hydrant with auxiliary valve and valve box: Hydrants shall conform in all respects to the American Water Works Association Standard C502 latest revision and shall meet the following specifications:

Hydrants shall be Waterous Pacer. The hydrant shall have a breakaway flange at the ground line and shall be for five and one-half (5-½) or six (6) feet of cover as appropriate. Hydrant size shall be 5-¼ inch valve opening with a 6-inch mechanical joint inlet connection. Stem seals shall be "O-Ring" type. Hydrants shall be equipped with drain outlets. Finish color above the ground line shall be red. Note red color shall extend at least 6-inches below the intended ground line. Hydrant shall be installed such that the breakaway flange is installed within two (2) inches of the finished grade. The breakaway flange must not be buried. All buried bolts shall be stainless steel.

Hydrants furnished shall be for buried installation with two 2 ½ inch hose connections and one 4-inch pumper nozzle, National Standard Threads. Operating and outlet nozzle cap nuts shall be of pentagon shape in conformance with Section 3.2.9.8 of AWWA Standard. Suitable nozzle caps, gaskets, and chains shall be provided.

All auxiliary valves used for hydrant installation shall be in conformance with the specifications of AWWA C515. Valve boxes used for auxiliary hydrant valves shall be 5- $\frac{1}{4}$ -inch shaft diameter with cover marked "WATER". All boxes shall be F-2450 as manufactured by CLOW CORP, Tyler 6850-664S or approved equal. The auxiliary valve shall be installed 2 feet from the fire hydrant or as specified by the Engineer.

Where existing fire hydrants are being replaced, the replacement shall include removal of all existing hydrant components, including: the existing connection to the water main, the water main to the hydrant, hydrant valve, valve box and hydrant. Care shall be exercised in the removal of the existing hydrant and valve such that they are not damaged. The existing valve and hydrant shall be stored by the Contractor to the end of the Project or other time during the Project designated by the Owner, at which time it shall be delivered to the Owner.

Replacement shall include all new components, including: tee fitting equipped with Mega-Lug or equal joint restraining glands at the water main, 6-inch hydrant water supply main, hydrant valve, valve box and hydrant. These replacement components shall conform to all applicable specifications presented in Section 561. In order to achieve the required hydrant height from the ground surface shown on the drawings for replacement hydrants, a Gradelok, or equal, adjustable pipe offset shall be used, if necessary.

All new fire hydrants installed mid-block shall be installed on the property line between two adjacent properties. New fire hydrants shall be covered with a burlap bag until they are placed in service. Existing fire hydrants which are taken out of service with the existing water main shall be covered with a burlap bag until they are removed."

Ductile Iron Pipe Water Main: All ductile iron pipe shall be thickness class 52 in accordance with AWWA Standard Specifications for Ductile Iron Pipe, centrifugally cast in Metal Molds for water or other Liquids - AWWA -C151 latest revision. The whole of the above Specifications shall apply. The pipe shall be furnished with push-on joints. All pipe shall be cement-mortar lined inside and bituminous-coated outside, in accordance with Sec. 51-8 - ANSI A21.51 (AWWA C104 and C151). All ductile iron pipe must be clearly marked by the manufacturer to indicate pipe classification or pipe thickness. Unmarked pipe will not be accepted.

Tapping Sleeves and Valves: For water main extensions and water services greater than 2 inch, tapping sleeves are required which shall be CST-EX "Total Seal" Extra Heavy Duty all stainless steel tapping sleeve with drop-in stainless steel bolts and nuts as manufactured by Cascade Waterworks Manufacturing or equal. Tapping valves shall be as specified under Article 561.02 Subparagraph (c.) and shall be secured using stainless steel T-bolts and nuts. Tapping sleeves shall be located a minimum of two feet clear distance from any existing joint or fitting.

Shop drawings for water system components shall be submitted for approval as soon as possible, but not less than thirty (30) calendar days prior to the time when the components are intended to be installed."

Add the following additional sentences to Subparagraph (a) of Article 561.03:

"The trench shall have a flat bottom conforming to the grade to which the pipe is to be laid, and provided with a minimum of 5-feet, 6-inches of cover. The width of trench excavation for all pipes shall be as shown on the Drawings. Along the proposed pipe alignments indicated on the Drawings, Contractor shall remove the surface materials only to such widths as will permit a trench to be excavated, which will afford sufficient room for efficient and proper construction. Where sidewalks, driveways, pavements, and curb/gutter are encountered, care shall be taken to protect such against fracture or disturbance beyond these working limits.

Prior to the placement of all pipe, bedding shall be placed on the trench bottom, compacted and shaped to receive the pipe. The pipe shall be placed in bedding conforming to Section 1003 and as shown in the Drawings. Any part of the trench excavated below the grade shall be corrected with approved material, firmly compacted. Where the Contractor must excavate below the plan grade indicated because of unforeseen conditions, all additional excavation and backfilling will be considered incidental to the Contract. In some instances, trees, shrubs, utilities, sidewalks and other obstructions may be encountered, the proximity of which may be a hindrance to open-cut excavation for installation of water mains and appurtenances. In such cases, the Contractor shall excavate by means of auger in order to protect such obstructions against damage. Augering work shall be performed in accordance with the clearances and procedures specified in Article 550.04."

The trench shall be excavated to the alignment and depth required and may be advanced up to 50 feet ahead of the pipe laying operation during working periods and up to 10 feet ahead of pipe laying operations during non-work periods. Trenching operations shall be terminated at the end of each day's work in locations that do not obstruct roadways, alleys or driveways. In general, the length of open trench shall not exceed 70 feet from the forward cut to the completely backfilled trench nor shall more than one street crossing be obstructed by the same trench at any one time. Open cut excavations shall be reduced to a maximum length of 30 feet for overnight protection.

Open-cut trenches shall be supported as required to fully protect life, existing utilities, adjacent structures, pavements, and the Work. Trench support is an integral part of the Contractor's means and methods. The Contractor shall employ the services of a registered (Illinois) Structural Engineer, registered (Illinois) Professional Engineer, Geotechnical Engineer, and other professionals as necessary to prepare designs of support systems. The support systems shall conform to Federal laws, State laws and municipal ordinances. The minimum protection shall conform to the recommendations in O.S.H.A. Safety and Health Standards for Construction. A sand box or trench shield may be used as permitted by O.S.H.A.

Add the following subparagraphs to Article 561.03:

Notification: Wherever construction activities will disrupt water mains and/or individual water services, the Contractor shall develop a work plan for limiting the extent and duration of the

disruption. This work plan shall be submitted to the City of Evanston Water & Sewer Department for review and approval not less than two weeks before the planned disruption. No disruption will be permitted until said work plan has been reviewed and approved.

In addition, it is the responsibility of the Contractor to directly notify the City of Evanston Water & Sewer Department, affected customers, and, if fire hydrants are affected, the City of Evanston Fire Department not less than 48-hours in advance of the start of the disruption, advising them of the planned time and duration of the disruption. Each disruption to the mainline system; an individual service; or, group of services, when they are being transferred to a new water main in a single, staged construction operation, shall be considered a separate occurrence, for which notification shall be provided. The Contractor shall also directly notify the City of Evanston Water & Sewer Division not less than 48-hours in advance of mainline pressure-testing and disinfection operations. In cases where construction activities will require operation of water main valves, the City of Evanston Water & Sewer Department will be responsible for the operation of the valves.

Installation: All pipe laying and the making of all joints shall be done strictly in accordance with manufacturer's directions and in accordance with AWWA C600 "Installation of Ductile Iron Water Mains and Their Appurtenances". Mechanical joint fittings shall be spaced a minimum of 2 feet apart. The Contractor shall be responsible for achieving the water-tightness specified. The method of handling and of placing pipe in the trench shall not damage the pipe. Pipe interiors shall be kept clean and the exposed ends of the pipe in the trench shall be closed by suitable watertight bulkheads at all times when pipe-laying is not actually in progress. Abrupt changes in pipe alignment shall be accomplished by use of appropriate fittings as shown on the Drawings. Wherever long horizontal or vertical curves are shown on the drawings, the pipe may be laid to such curves by uniformly deflecting the pipe joints along the arc of the curve to form a smooth radius. Pipe deflection shall not exceed one-half the maximum allowable joint deflection recommended by the pipe manufacturer.

All required valve box extensions shall be made so that the top section is a minimum 2 feet in length. Blocking at bends, tees, caps, hydrants and valves shall be of poured Class SI concrete, a minimum of 12" thick, placed between solid ground and the fitting, and shall be anchored in such a manner that pipe and fitting joints will be accessible for repairs.

New and relocated fire hydrants shall be placed a minimum of three feet from the back of the curb unless otherwise directed by the Engineer. All fire hydrants on new mains shall be covered with burlap bags until such time that the Owner notifies the Contractor that the burlap bags shall be removed."

Add Article 561.06, which shall read as follows:

Hydrostatic Tests: Hydrostatic tests will be performed according to Section 13 of the American Water Works Association Specifications, Designation: AWWA C600. The water main will be subjected to the hydrostatic pressure and leakage tests specified in the Special Provisions. Water for making the hydrostatic and leakage tests shall be furnished by the

Contractor at his/her own expense and shall be of satisfactory bacteriological quality for drinking purposes.

"Only one connection of the new pipeline, as approved by the Owner, shall be made to the present system prior to pressure-testing the new pipeline. Contractor shall provide all temporary bulkheads/plugs required for testing. Contractor shall test the pipeline in sections as approved by Engineer. The test shall be made by closing valves and filling the lines slowly with water. Care shall be used to see that all air is released during the filling of the pipeline. After the line or section thereof, has been completely filled, it shall be allowed to stand under a slight pressure for sufficient time to allow the escape of air from any air pockets. During this period the hydrants, valves, and other connections shall be examined for leaks. If any are found, they shall be stopped prior to the pressure test.

Pressure / Leak Test:

Only one connection to the new water main, as approved by the Engineer and the City of Evanston Water and Sewer Division, shall be made to the present system prior to pressure testing the new water main. The Contractor shall provide all temporary bulkheads / plugs required for testing.

The Contractor shall test the water main in sections as approved by the Engineer and the City of Evanston Water and Sewer Division. The test shall be made by closing valves and filling the lines slowly with water, care shall be used to see that all air is released during the filling of the water main. After the line or section has been completely filled, it shall be allowed to stand under slight pressure for sufficient time to allow the escape of air from any air pockets. During this period, the hydrants, valves and other connections shall be examined for leaks. If any are found, they shall be repaired prior to the start of the pressure / leak test.

The test shall consist of holding a pressure on the water main of 150 pounds per square inch (psi) for a period of at least two (2) hours. The pressure during the two hour test can not vary by more than 5 psi for the duration of the test.

Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe or any valved section thereof to maintain pressure within 5 psi of the specified test pressure after the water main has been filled with water and the air has been expelled. This leakage will be calculated after the 2-hour test has been completed. The water necessary to bring the pressure up to 150 psi from a measured container shall be the amount of leakage. Leakage will equal the amount of water used from the container.

No pipe installation will be accepted if the leakage is greater than that determined by the following formula:

$$L = (S \times D \times \text{SQRT } P) / 133,200 \quad \text{In inch-pound units:}$$

Where:

L = allowable leakage, in gallons per hour

S = length of pipe tested, in feet

D = nominal diameter of the pipe, in inches

P = average test pressure during the leakage test, in psi (gauge)

Where it is not practical to pressure test the final connections to an existing water main, a visual inspection shall be carried out under normal working pressure before backfilling the trench. Any noticeable leakage shall be stopped and any defective pipe shall be replaced with new sections.

Disinfection of Water Main: Upon completion of the newly laid water main, the water main shall be disinfected according to the American Water Works Association, Procedure Designation: AWWA C651.

Disinfection of Water Main

The basic disinfection procedure consists of:

- 1) Preventing contaminated materials from entering the water main during storage, construction or repair.
- 2) Removing, by flushing at a velocity of 2.5 ft/sec those materials that may have entered the water main.
- 3) Chlorinating any residual contamination that may remain, and flushing the chlorinated water from the main.
- 4) Protecting the existing distribution system from backflow due to hydrostatic pressure test and disinfection procedures.
- 5) Determining the bacteriological quality by laboratory test after disinfection.
- 6) Final connection of the approved new water main to the active distribution system.

The Contractor shall provide all corporation cocks necessary for disinfection of the new water main. These corporation cocks shall be placed as necessary to facilitate testing and disinfection of the new water main, including chlorine application points and sample collecting points.

These corporation cocks shall be located in valve vaults only, unless otherwise approved by the Engineer.

The new pipe shall be thoroughly flushed clean, at a velocity of 2.5 ft/sec and pressure tested before disinfection is attempted. All disinfecting work shall be done by the Contractor with the approval of the Engineer. Heavy particulates generally contain bacteria and prevent even very high chlorine concentrations from contacting and killing such organisms. It is therefore essential that the water main be thoroughly flushed before the final disinfection by chlorination is performed.

The method to be used for disinfecting the water main is referred to as the **Continuous-Feed Method using Chlorine Gas**. At a point not more than 10 feet downstream from the beginning of the new water main, water entering the new main shall receive a dose of chlorine fed at a constant rate such that the water will have not less than 50 milligrams per liter (mg/l) free chlorine at the discharge end. The chlorine solution must be distributed uniformly throughout the length of the water main being disinfected.

After the contact period of not less than 24 hours, the water main shall be flushed until chlorine concentration of the water leaving the new water main is no higher than that generally prevailing in the distribution system (under one milligram per liter (mg/l)).

If there is any possibility that the chlorinated water will cause damage to the environment, then a neutralizing chemical shall be applied to the water to be wasted to neutralize thoroughly the chlorine residual remaining in the water. This neutralizing chemical must be approved for that purpose.

After final flushing and before the new water main is connected to the City's water distribution system, two consecutive sets of acceptable samples (no bacteria growth), taken at least 24 hours apart, shall be collected from the new water main. The second days' sample will be collected using only the water main pressure, no water main valves will be open for this sample and no flushing will be permitted. At least one set of samples shall be collected from every 1,200 feet of the new water main, plus one set from the end of the line, and at least one set from each branch or as required by the Owner.

Sampling for bacteriological analysis shall be collected in sterile bottles treated with sodium thiosulfate as required by Standard Methods for the Examination of Water and Wastewater. No hose or fire hydrant shall be used to collect samples. Corporation cocks may be installed in the water main with a copper tube gooseneck assembly to obtain samples. After samples have been collected, the gooseneck assemblies must be removed.

The City of Evanston will take the samples and perform the lab testing. For acceptance, two consecutive sets of samples, taken at 24 hour intervals, shall indicate bacteriologically satisfactory water.

If the initial disinfection fails to produce satisfactory bacteriological results, the new water main may be re-flushed and shall be re-sampled. **For each time the City must resample, the Contractor shall be assessed fees to cover City costs as outlined below.** If these samples also fail to produce acceptable results, the water main shall be re-chlorinated by the continuous feed method until satisfactory results are obtained.

Failure to follow this procedure during pressure and chlorination testing may result in unacceptable results and may require the Contractor to incur additional costs in re-testing and cause project completion delays"

"The interior of all mainline pipe, service pipe, fittings, valves, corporation stops, curb stops, and other water main or water service components which are likely to come in contact with potable water immediately after their installation or before chlorine-gas disinfection can be accomplished, shall be swabbed, soaked, or sprayed with a 2 percent hypochlorite solution before they are installed.

The Contractor shall provide all corporation cocks necessary for disinfecting the new pipeline. These corporation cocks shall be placed as necessary to facilitate testing and disinfection of the new water main, including chlorine application points and sample collecting points. These corporation cocks shall be located in valve vaults. The new pipeline shall be flushed clean before disinfection is attempted. All disinfecting work shall be done by the Contractor under the direction and with the cooperation of the Owner."

Contractors will be charged for each of the following additional tests when necessary because of Contractor's failure to pass the initial test:

Each Additional Pressure Test	\$167.00
Each Additional Chlorination	\$167.00
Each Additional Flushing and Sample Collection	\$167.00
Each Additional Sample Analysis (laboratory fee)	\$25.00

Sequence of Work: Contractor shall submit a work plan indicating the sequence of water main installation not less than ten (10) calendar days prior to the planned start of work. This work plan shall include information as to where and how the flushing, pressure testing, and disinfection of the new pipeline will be carried out in such manner that will cause the least amount of water service interruption to the water customers. The work plan must be approved by the Owner prior to installation of any water mains and shall conform to the following general sequences of installation listed below.

All water main construction for all streets and sections shall conform to the following two general requirements (as well as the detailed sequencing for each street).

Water Services:

Residents affected by the installation of new water services must be notified **24 hours in advance and 15 minutes prior to the shutoff.** The Contractor must flush the new water

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service and make every effort to assure debris does not enter the existing portion of the water service as the new installation takes place. **All water services shall be perpendicular to the new water main to the new round way and B Box.**

Final Interconnections:

After all of the water services have been installed and are in service the Contractor will make the connection(s) to the existing water main(s) as indicated in the plans.

The Contractor shall notify the Water & Sewer Department 48 hours in advance of initiating these connections to allow the Water & Sewer Department sufficient time to notify residents of the water service interruption and schedule the necessary valve closures. Only Water & Sewer Department personnel may operate existing valves in the distribution system.

The Contractor must be prepared to make these connections in a timely fashion. A maximum of four (4) hours will be allowed per shutdown to complete the connections to existing water mains. Because these connections cannot be pressure tested or chlorinated, the Contractor must swab all pipe and fittings with a 2% hypochlorite solution **using a new, clean long-string mop** and the new section of main must be pressurized prior to backfilling. The Contractor shall also swab and chlorinate water main sections as outlined above that branch off the "main line" water main that may be difficult to properly flush.

Prior to back filling the Contractor must install the appropriate sized MJ end cap on the open end of all of the abandoned water main. Concrete blocks shall be installed beneath all of the connection points between the old and new water mains.

Payment shall be made at the Contract unit price per FOOT for each of the various sizes of DUCTILE IRON WATERMAIN, actually installed as specified, measured in place. These Contract unit prices shall be payment in full for all materials, labor, and equipment required for: site preparation, including removal, replacement and/or repair of fences and other site objects; trench excavation, including removal and disposal of existing pipes, structures, and excess excavated materials; protection, support and repair of damage to existing utilities; support of trench walls; shoring and bracing; dewatering of trenches; pipe; bends; fittings; restraining glands; installation and removal of temporary fire hydrants, which will be provided by the City; thrust blocks; plugging existing water mains; support of pipe at water main connections; joint materials; hydrostatic testing; disinfection; corporation stops used for disinfection; bedding; backfill placement, compaction and compaction testing; testing; correction of defects; and, other work required to complete the installation which is not included under other Payment Items.

Payment shall also be made at the Contract unit price per EACH for WATER VALVES, of the diameter specified; for FIRE HYDRANT WITH AUXILLARY VALVE AND VALVE BOX, of the size specified; for VALVE BOXES, of the size specified; for PRESSURE CONNECTION, of the size specified; and for CONNECTION TO EXISTING WATER MAIN (NON PRESSURE).

The City will furnish temporary fire hydrants which are to be installed by the Contractor at the locations designated on the plans for the purpose of flushing the newly installed water main clean at a velocity of 2.5 ft./sec. Prior to the final water main interconnections, the Contractor shall remove the temporary fire hydrant, store it in a safe location, and contact the City for pick up. This work shall be incidental to the water main construction, and no separate payment shall be made.

The work for CONNECTION TO EXISTING WATER MAIN (NON PRESSURE) shall consist of all labor, material and equipment required to connect the proposed water main between the proposed valve and vault and the existing main at locations indicated on the Plans of the size specified. The work shall include pipe, reducer, fittings, solid sleeve, excavation, concrete blocks beneath the connection point, trench backfill, and legal disposal of all excess material.

These items shall not include the cost of pavement, sidewalk, driveway, and curb/gutter removal and disposal within the pay limits show on the Drawings. Roadway, sidewalk, driveway, and curb/gutter removal/ replacement within pay limits or as directed by the Engineer shall be paid for in accordance with the appropriate Payment Items.

Roadway, sidewalk, driveway, and curb/gutter removal/replacement outside the pay limits shown on the Drawings required for completion of the Work or for Contractor's purposes shall be incidental to combined sewer, relief sewer, storm sewer, sanitary sewer, and water main construction and no separate payment shall be made

WATER SERVICE RECONNECTION

Delete Article 562.01 and replace it with the following:

"562.01 Description

Water service 2" diameter and less.

Work shall consist of the disconnection of the existing water services from the existing water main, to and including the existing service box and curb stop, tapping the new water main, and extending new copper services **perpendicularly** from the new water main to the new service box to be installed in the parkway, as close to the old service box as possible, as shown on the Drawings and/or as directed by the Engineer.

All existing water services which are 3-inch in diameter will be changed to 4-inch services and reduced to 3-inch at the point of connection to the existing service.

Water service 4" or greater in diameter

Work shall consist of the disconnection of the existing water service from the existing water main, installing appropriately sized tee fittings with an attached valve(s), and extending the new ductile iron service from the new water main to the new service box to be installed in the parkway, as close to the old service box as possible, as shown on the drawings and/or as directed by the Engineer.

Ductile Iron Pipe Water Service: All ductile iron pipe shall be thickness class 52 in accordance with AWWA Standard Specifications for Ductile Iron Pipe, centrifugally cast in Metal Molds for water or other Liquids - AWWA -C151 latest revision. The whole of the above Specifications shall apply. The pipe shall be furnished with push-on joints. All pipe shall be cement-mortar lined inside and bituminous-coated outside, in accordance with Sec. 51-8 - ANSI A21.51 (AWWA C104 and C151). All ductile iron pipe must be clearly marked by the manufacturer to indicate pipe classification or pipe thickness. Unmarked pipe will not be accepted.

Add the following Subparagraphs to Article 562.02:

Copper Pipe: Copper pipe shall be copper water tube, Type K, soft temper, for underground service, conforming to ASTM-B88 and ASTM-B251 of the inside diameter indicated on the Drawings. The pipe shall be marked with the manufacturer's name or trademark and a mark indicative of the type of pipe. The outside diameter of the pipe and minimum weight per foot of the pipe shall not be less than that listed in ASTM B251, Table 11.

Stops and Fittings. All corporation stops, curb stops, and connection couplings shall be fabricated of bronze alloy and shall be provided with outlets suitable for connections. All connections shall be made with flare-type couplings. Stops and fittings shall be as manufactured by Ford Co. or approved equal and shall be in accordance with AWWA Specifications. The curb stops shall be Minneapolis pattern (City of Evanston Standard). Corporation stops and curb stops shall be the non-restricting ball valve type.

Curb Boxes. The curb boxes shall be cast iron Minneapolis pattern base, for rigid assembly, extension-type for 5'-6" bury or as required to make flush with the existing ground elevation. The boxes shall be complete with a lid marked 'WATER' and pentagon brass plug. Curb boxes shall be as manufactured by Mueller Co. or equal.

Shop Drawings for water system components shall be submitted for approval as soon as possible, but not less than thirty (30) calendar days prior to the time when the components are intended to be installed."

Add the following paragraphs to Article 562.03:

"Care should be taken in installing new water services so as to have the least interruption of service to the water customer. **This work will require disruptions of water service. The Contractor shall notify the Owner not less than 48-hours in advance of planned**

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disruptions. It should be noted that the water main will not be turned off for the installation of water services. It should also be noted that the City of Evanston Water & Sewer Division personnel are the only persons authorized to turn on and off water main valves.

All water service lines shall be augered in place and shall be a minimum of five (5) feet in depth. The Contractor may select a boring tool, mechanical drill or jack, at his option, to form the passage through the soil for insertion of water services under existing pavements. The size of the passage shall be just large enough to accommodate the service, but not so large to cause post-construction subsidence of the pavement. The service line shall be capped or plugged during the insertion process to prevent the entrance of soil. The insertion and receiving pits shall be backfilled in accordance with Section 208.

The replacement service line shall be one continuous length (no couplings in the new copper tubing will be allowed) and be of sufficient length to allow for some movement for trench settling after placement of the backfill material. Contractor shall keep the existing and new water service line clean during installation. Following installation, the service pipe shall be flushed clean prior to disconnecting the existing service. The connection of the new copper service to the existing service shall be completed at a point at least eighteen inches (18") from the new curb stop. The old curb stop shall be closed and disconnected from the new service line. After each service is reconnected, the Contractor shall verify that the water service is supplying adequate water. The Contractor will be charged for any labor and materials used by the City Water & Sewer Division to correct any problems that arise due to Contractor's efforts."

Water Service work will be paid for at the Contract unit price per EACH service connection for WATER SERVICE RECONNECTION, WITH NEW BUFFALO BOX, SHORT SIDE 1" (MINIMUM) up to 2 inches in diameter, less than 40 LF in length, counted in place.

Water Service work will be paid for at the Contract unit price per EACH service connection for WATER SERVICE RECONNECTION, WITH NEW BUFFALO BOX, LONG SIDE 1" (MINIMUM) up to 2 inches in diameter, 40 LF to 80 lf in length, counted in place.

Water Service work will be paid for at the Contract unit price per FOOT service connection for DUCTILE IRON WATER MAIN, *of size specified* 4 inches or greater diameter, counted in place.

The Contract unit price WATER SERVICE RECONNECTION shall be payment in full for all materials, labor, and equipment required for: site preparation, including removal, replacement and/or repair of fences and other site objects; excavation, including removal and disposal of existing pipes, structures, and excess excavated materials; protection, support and repair of damage to existing utilities; support of installation pit walls; shoring and bracing; dewatering of installation pits; augering/boring/jacking of new service line, disconnection of existing water services from existing water main and extending new services from the new water main to the new service box to be installed in the parkway; new curb boxes, couplings, fittings, joint materials, corporation stops, tapping saddles, curb stops, service piping, and buffalo boxes; machine tapping of holes into new watermain; supply backfill material, backfill placement,

compaction and compaction testing; disinfection; testing; correction of defects; and other related work required to complete the installation which is not included under other Payment Items. Additionally, for DUCTILE IRON WATER MAIN 4 inches or greater, the price shall also include all tees (no tapping saddles allowed) and two (2) 4-inch or greater resilient wedge type valves and valve boxes per each long service, and one (1) 4-inch or greater resilient wedge type valve and valve box per each short service to match the diameter of the new service. Services less than or equal to 1 inch shall be replaced with a 1 inch diameter minimum service. Services less than or equal to 2 inches and greater than or equal to 4 inches shall be replaced with the same diameter as the existing service. Existing services greater than 2 inches and less than 4 inches shall be replaced with 4 inch services. The Contractor is advised that specific liquidated damages apply to disruptions of individual water services as indicated in Bid Form of Contract Documents.

ADJUSTING SANITARY SEWERS AND WATER SERVICE LINES

Add the following subparagraphs to Article 563.01.

Adjusting and Reconnecting Sanitary Sewer Services. Work under the Payment Item "ADJUSTING SANITARY SERVICES" shall consist of adjusting and reconnecting sanitary sewer services where required by the replacement of the existing combined sewer and/or installation of a new relief sewers, using new service pipe, fittings, and couplings as necessary.

Water Service Line Disconnection and Replacement. Work under the Payment Item "ADJUSTING WATER SERVICES" shall consist of rerouting the existing water service lines because of new sewer installation using new service pipe, fittings, and couplings as necessary. The Contractor shall make every reasonable effort to protect existing services. In some locations, however, it may be necessary to reroute services. Where approved by the Engineer, the Contractor may remove and reroute water services within trenchlines to provide adequate clearance from new facilities. The existing water services shall be cut at both sides of the trench for the proposed sewer pipe, and replaced by new copper service lines which shall be connected to the existing water lines adjacent to or above the proposed sewer pipe or as directed by the Engineer. No reconnection joints shall be located directly above or below the proposed sewer. The City system contains a range of service sizes and materials. The Contractor shall maintain a suitable inventory of proper service piping and fittings so as to minimize the time required for making re-connections.

Add the following subparagraphs to Article 563.02 - Materials.

Sewer Services. Any existing system components, including fittings, which are damaged by the Contractor due to his negligence, shall be replaced by him at his own expense. Material used for replacement shall be equal to that used for reconnection of existing sanitary building services in conformance with this Specification.

Eight-inch diameter or smaller individual building services. service pipe material shall be PVC or ductile iron pipe as specified in Section 550. Where service pipes run beneath other major utilities which are likely to place a structural load on the service pipe, such as beneath new relief sewers, ductile iron service pipe shall be used. At other locations, PVC service pipe shall be used.

Services shall be connected to PVC or VCP mainline sewers by means of factory-made wye fittings of strengths equal to or greater than the mainline sewer. Tapping saddles may NOT be used for connection of services to PVC or VCP mainline sewers.

Connectors for reconnection of service pipes to RCP mainline sewers 24-inch and larger shall be KOR-N-TEE or equal meeting ASTM C-923, sized to match the diameter and material of service.

Water Service Line Reconnection:

Service pipe and system components. Material shall be as specified in Section 562

Water Service Line Sleeve. Sleeves for water service lines shall be Schedule 40 PVC pipe conforming to ASTM D-1785.

Shop drawings for system components shall be submitted for approval as soon as possible, but not less than thirty (30) calendar days prior to the time when the components are intended to be installed.”

Add the following paragraph to Article 563.03:

“If the Contractor damages any sanitary service line not requiring adjustment, or any other underground structure or utility, he shall replace or repair it as required by the Engineer and no additional compensation will be allowed. When a sanitary sewer is to be adjusted, the Contractor shall remove it carefully to prevent damage to the existing pipe which will remain.”

Add the following paragraph to Article 563.04:

“All openings into RCP sewer main shall be clean, machine-cored openings which will not damage the structural integrity of the pipe. Break-in connections are prohibited. Service connections shall be at least two 2 feet apart. All reconnection of new service pipes to existing service pipes shall be by means of an approved flexible coupling.”

Add the following paragraphs to Article 563.05:

“The Contractor shall take all precautions to keep the existing and new water service line clean from all debris and shall flush the new copper service line prior to reconnecting to the existing service. After each service is connected, the Contractor shall verify that the water service is supplying adequate water. The Contractor will be charged for any labor and materials used by the Water Department to correct any problems that arise due to Contractor's efforts.

All water services, which pass below or within 18 inches above combined, storm, sanitary, and relief sewers and services, shall be sleeved using a PVC casing pipe. The water service sleeve shall be of adequate diameter to accommodate the copper water service line and shall extend a minimum of 10 feet either side of the sewer. The ends of the PVC casing pipe shall be sealed with class SI concrete or as approved by Engineer.”

This work shall be paid for at the Contract unit price per LINEAR FOOT for ADJUSTING WATER SERVICES up to 2 inches in diameter; SLEEVES FOR ADJUSTING WATER SERVICES, and ADJUSTING SANITARY SERVICES up to 8 inches in diameter; measured in the field. These Contract unit prices shall be payment in full for all materials, labor and equipment required for: site preparation; the cost of all joint materials; all connections; excavation; disposal of excess excavated materials; bedding; installation, including connections to existing systems; backfill placement, compaction and compaction testing; machine tapping of holes into pipe; system components, including wyes, tees, adapters, couplings, bends, concrete encasement, service line sleeves, pipes and tubing; testing; correction of defects; and other related work required to complete the installation which is not included under other Payment Items. The Contractor is advised that specific liquidated damages apply to disruptions of individual water and sanitary services as indicated in Bid Form of Contract Documents.

These items shall not include the cost of pavement, sidewalk, driveway, and curb/gutter removal and disposal within the pay limits shown on the Drawings. Roadway, sidewalk, driveway, and curb/gutter removal/ replacement within pay limits or as directed by the Engineer shall be paid for in accordance with the appropriate Pay Items.

Roadway, sidewalk, driveway, and curb/gutter removal/replacement outside the pay limits shown on the Drawings required for completion of the Work or for Contractor's purposes shall be incidental to combined sewer, relief sewer, storm sewer, and sanitary sewer construction and no separate payment shall be made.

FIRE HYDRANTS TO BE REMOVED

Existing fire hydrant/auxiliary valve assemblies removed (as part of watermain replacement) will be paid for at the Contract unit price per EACH for FIRE HYDRANTS TO BE REMOVED. This Contract unit price shall be payment in full for all materials, labor, and equipment required for: site preparation; excavation; disposal of excess excavated materials; capping water mains which will remain in operation; thrust-blocking; backfill placement, compaction and compaction testing; testing/ inspection; correction of defects; stockpiling reclaimed hydrants and auxiliary valves; and, all related work required to complete the installation which is not included in other Payment Items.

This item shall not include the costs of pavement, sidewalk, driveway, and curb/gutter removal and disposal necessary for removal of hydrants and valves. Roadway, sidewalk, driveway, and curb/gutter removal/replacement shall be paid for in accordance with the appropriate Payment

Items. Fire hydrants shall remain the property of the city and shall be stored in a secured area for pickup by city.

**CATCH BASIN, MANHOLE, INLET, DRAINAGE STRUCTURE AND VALVE
VAULT CONSTRUCTION, ADJUSTMENT AND RECONSTRUCTION**

Delete Article 602.01 and replace it with the following:

“602.01 Description. This work, as shown on the Drawings, shall consist of:

- (b) Removing and disposing of existing manholes, inlets and catch basins designated to be abandoned.
- (c) Replacing existing manholes, catch basins, inlets, and valve vaults.
- (d) Adjusting or partially reconstructing existing manholes, catch basins, inlets, or valve vault structures in order to rehabilitate the utility structure and/or establish the utility structures at final finished grades.
- (e) Constructing new valve vaults, including bases, barrel sections, transition cone sections or flat slab tops (if required), and required frames and lids.
- (f) Constructing new combined sewer and relief sewer manholes, catch basins and inlets, including placing precast reinforced concrete sections together with flat slab tops (if required), transition sections, precast monolithic bases, frames and lids.
- (g) Installing new frames/lids on existing utility structures to meet grades shown on the Drawings, to match existing grades, or as directed by Engineer.”

Add the following paragraph and subparagraphs to Article 602.02:

“In addition to the requirements of the Standard Specifications previously cited, manhole catch basin, inlet and valve vaults materials shall conform to the following additional requirements, which, in case of conflict, shall take precedence over the Standard Specifications:

Materials for Reconstructing Existing Structures. Concrete brick or precast reinforced concrete sections.

Materials for Constructing New Structures. Precast reinforced concrete sections only.

Final Grade Adjustments for Structures. Tapered precast reinforced concrete adjustment rings shall be used for final grade adjustment of existing and new structures. Adjustment rings shall be laid on a full bed of mortar. A minimum of one and a maximum of two rings shall be

used for final grade adjustment at each structure. The total height of final adjustment shall not exceed 11-inches for any structure. The use of brick for final structure adjustment is not permitted.

Inlets. Inlets shall be precast reinforced concrete conforming to INLET, TYPE A – IDOT STANDARD 602301 with the following exceptions: 1) Instead of a 16” depth, the depth shall be 34” unless otherwise specified on the drawings. 2) Instead of the 3” Sand Cushion, a minimum 6” deep granular material (CA-11) base will be required.

Catch Basins. Type A catch basins shall be precast reinforced concrete conforming to CATCH BASIN TYPE A – IDOT STANDARD 602001 with the following exceptions: 1) Instead of a 34” sump, a 48” sump will be required. 2) Instead of the 3” sand cushion, a minimum 6” deep granular material (CA-11) base will be required.

Valve Vaults. Valve vault sections shall be precast reinforced concrete conforming to ASTM C-478. All top sections for precast reinforced concrete valve vaults shall be precast reinforced concrete concentric cones or slab tops of the same quality as the barrel of the vault. Valve vaults shall be supplied with factory-formed openings to accommodate the various size water mains such that a minimum 12 inches of clearance between the top of the vault base and bottom of the main can be provided. Bases for replacement vaults on existing water mains shall be separate, one-piece precast units having a minimum thickness of 6 inches. **No slab or split bottom shall be used. Valve vaults for new valves shall be 4-foot, 5-foot, or 6-foot diameter.**

Manholes. Storm, sanitary, combined, and relief sewer manhole barrel sections shall be precast reinforced concrete conforming to the requirements of ASTM C-478. Pipe connections shall conform to ASTM C-923. No steps shall be installed in manholes. **All top sections for precast reinforced concrete manholes shall be precast reinforced concrete eccentric cones or slab tops of the same quality as the manhole barrel.** Except where otherwise indicated on the drawings, manholes shall have a precast monolithic base with a factory-installed bench and otherwise be in conformance with Illinois Department of Transportation Highway Standards MANHOLE TYPE A – IDOT STANDARD 602401. Where indicated on the drawings, manholes supplied for 48” and larger pipes shall be of a “T”-pipe base-style fabrication. The pipeline portion of the base “T” section shall conform to ASTM C-76 and be of the same pipe class as connected sewer pipe. The riser section shall conform to ASTM C-478.

Gasket Materials for Joints Between Precast Concrete Sections. 100 percent butyl rubber rope-type gasket having a square cross-section of 1-inch nominal size conforming to the physical properties of Federal Specifications SS-S00210 as sold under the trade name E-Z Stik or equal.

Shop drawings for system components shall be submitted for approval as soon as possible, but not less than thirty (30) calendar days prior to the time when the components are intended to be installed.”

Delete Article 602.03 in its entirety.

Delete Article 602.07 and replace it with the following:

“602.07 Precast Reinforced Concrete Sections. Base, barrel, cone and top sections shall be set as shown on the Drawings. The joints between precast concrete base sections, barrel sections, cone sections, and top slab sections in manholes, vaults, catch basins and inlets shall be sealed with two rings of 100 percent butyl gasket in rope form having a square cross-section of 1-inch nominal size. Adjusting rings and frames shall be set in full-width beds of cement mortar.

For valve vault reconstruction, the precast bottom slab should be placed directly on level, undisturbed earth. Sand may be used for final leveling of the bottom of the excavation, but thickness shall be kept to a practical minimum. In no case, shall the thickness of sand used for leveling exceed 1-inch. The purpose of requiring the base slab to be set on undisturbed earth and limiting the use of sand for leveling is to minimize post-construction settlement of the replacement valve vault and resulting damage to the existing water main. The Contractor shall bear the cost of repairing existing water mains damaged by vault settlement.

All lift holes on precast elements for manholes, vaults, catch basins, and inlets shall be completely filled with mortar and sealed with a bitumastic material.”

Add the following to Article 602.10:

All existing frames, lids, grates and inlets reclaimed during construction are the property of the City of Evanston. These frames lids and grates shall be moved to a suitable place on the job for storage and made available for removal by the Owner.

All manhole frame castings placed shall be set in full mortar beds composed of one part masonry cement to two parts sand by volume, based on dry materials, with no admixtures. Castings must be set accurately to the finished elevation so that no subsequent adjustment will be required. All frames will be adjusted to final grade by means of concrete adjusting rings. No brickwork to produce an adjustment ring will be accepted or permitted to adjust any structure to grade. Where manholes are located in roadways, paved alleys or paved driveways, casings shall be set to match the longitudinal slope and cross-slope of the pavement.

Existing frames and lids must not be used as temporary covers during construction.”

Delete the second paragraph of Article 602.13 and replace it with the following:

“The space between the sides of the excavation and the outer surfaces of the structures shall be filled with CA-11 material as shown on the Drawings.”

This work will be paid for at the Contract unit price per EACH for CATCH BASINS, MANHOLES, INLETS, and VALVE VAULTS, of the types and sizes specified, measured in place. These Contract unit prices shall be payment in full for all materials, labor, and equipment required for: site preparation, including removal, replacement and/or repair of fences and other site objects; trench excavation, including removal and disposal of existing sewer pipes, structures, and excess excavated materials; protection, support and repair of damage to existing utilities; support of trench walls; shoring and bracing; dewatering of trenches; temporary pumping of combined sewer flows; new structures; bedding; sewer connection; frames, lids and other castings; flexible check valves; abandonment of existing sewers where called out on the Drawings, including filling and placement of required plugs; supply, placement, compaction, and compaction testing of material, infiltration/exfiltration and other testing/inspection; correction of defects; and, other related work required to complete the installation which is not included under other Payment Items.

This item shall not include the cost of pavement, sidewalk, driveway, and curb/gutter removal and disposal within the pay limits shown on the Drawings. Roadway, sidewalk, driveway, and curb/gutter removal/ replacement within pay limits or as directed by the Engineer shall be paid for in accordance with the appropriate Pay Items.

Roadway, sidewalk, driveway, and curb/gutter removal/replacement outside the pay limits shown on the Drawings required for completion of the Work or for Contractor's purposes shall be incidental to combined sewer, relief sewer, storm sewer, and sanitary sewer construction and no separate payment shall be made.

FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)

Effective: August 1, 1995 Revised: November 1, 1996

Add the following to Article 603.09 of the Standard Specifications:

"Removing frames and lids on drainage and utility structures in the pavement prior to milling, and adjusting to final grade prior to placing the surface course, will be paid for at the contract unit price each for FRAMES AND LIDS TO BE ADJUSTED (SPECIAL).

This work will not be paid for when drainage and utility structures are specified for payment as structure reconstruction."

ADJUSTING FRAMES AND GRATES OF DRAINAGE AND UTILITY STRUCTURES

Add the following to Article 603.06:

Class SI concrete shall be consolidated using a **hand vibrator** according to Article 1103.17(a).

Delete Article 603.08 and replace it with the following:

“603.08 Adjusting Rings. Drainage and utility structure frames shall be adjusted to grade by removal of the frame and adjustment from the structure, preparing the top of the structure to receive the new adjustment, installing the proper height precast concrete adjusting rings and reinstalling the frame, all in accordance with applicable provisions of Section 602. The use of cast iron adjusting rings is prohibited.”

FRAMES AND GRATES / FRAMES AND LIDS

Add the following to Article 604.02:

Frames and grates furnished under this Contract shall be Gray Iron Castings conforming to the Specifications for Gray Iron Castings, ASTM A-48, Class 35. Circular lids for manholes and vaults shall have large (2.5 inch nominal) pick holes. Circular lids for closing catch basins shall have large (2.5 inch nominal) pick holes:

Frames and grates on structures shall be as follows:

Existing inlets and catch basins; new catch basins and inlets on Combined Sewer system:

East Jordan Iron Works 1050, Type M1 Grate with large (2.5 inch nominal) pick holes or equal.

New catch basins and Type A inlets for Relief Sewer work (CB & INL):

East Jordan Iron Works 7045, Type M1 Grate or equal.

Manholes and vaults (MH & VV):

East Jordan Iron Works 1050 Frame and 1020 Extra Heavy Duty Cover with large (2.5 inch nominal) pickholes or equal. Valve Vault covers shall be lettered “WATER”.

High capacity inlet (HCI):

East Jordan Iron Works 7035 Type M6 Grate, T4 Back

New frames and grates may be requested by the Engineer during adjustment of existing structures.”

New frames and grates and/or closed lids placed on adjusted and/or rebuilt existing structures will be paid for at the Contract unit price per EACH for FRAME AND GRATES or FRAME AND LIDS. This work shall be paid for at the Contract unit price per EACH set of frame and lid or grate actually installed. These Contract unit prices shall be payment in full for all materials, labor, and equipment required for: site preparation; excavation; disposal of excess excavated materials including existing structures; frames and grates/lids; adjusting rings, tapered adjusting rings where necessary and concrete setting materials; installation; backfill placement, compaction and compaction testing; testing/inspection; correction of defects; stockpiling reclaimed castings; and all related work required to complete the installation which is not included in other Payment Items.

These items shall not include the costs of pavement, sidewalk, driveway, and curb/gutter removal and disposal necessary for installation of new frames and grates/lids. Roadway, sidewalk, driveway, and curb/gutter removal/replacement shall be paid for in accordance with the appropriate Payment Items.

Frames and grates or closed lids placed on new structures will be considered incidental to the cost of the new structures and will be paid for under the appropriate Pay Items for new structures.

Removed frames and grates shall remain the property of the city and shall be stored in a secured area for pickup by the city.

REMOVING OR FILLING (ABANDONING) EXISTING MANHOLES, CATCH BASINS AND INLETS

Add the following sentences to Article 605.01:

“This work shall also consist of all work necessary to remove or fill existing valve vaults so designated on the Drawings. The terms “fill” and “abandon” shall be interchangeable and shall consist of removing the upper portion of an existing structure, filling unused pipes, sealing pipe connections, and filling the remainder of the structure with Trench Backfill sand (FA-6), compacted to the satisfaction of the Engineer.”

Articles 605.03 and 605.04 shall apply with the following modifications:

The Contractor shall make his own investigation to determine the existence, nature and location of all sewers and appurtenances thereto within the limits of the improvement. The Contractor shall be held responsible for any damage to existing sewers. All pavements will be sawed to a full depth prior to any casting replacement/adjustment, structure removal, or filling operation. Connecting pipes shall be cut one joint from the existing structure to be removed/filled.

Structures in private paved areas, parkways and other grassed areas shall be removed a minimum of 2-feet below final grade and structures in public streets shall be removed a minimum of 6-feet below final grade. Pipes connected to these structures shown to be abandoned and shall be plugged. Remaining portions of existing structures may be filled with Case I trench backfill material in accordance with Section 208 or may be filled with CLSM material in accordance with Article 550.05, at Contractor's option. Structures shall be pumped out and cleaned of all mud and debris before the fill material is placed. The remainder of the excavation shall be backfilled in accordance with Section 208.

This work will be paid for at the Contract unit price per EACH for FILLING CATCH BASINS, INLETS, VALVE VAULTS, VALVE BOXES, and/or MANHOLES, TO BE ABANDONED or REMOVED, as counted in the field. These Contract unit prices shall be payment in full for all materials, labor, and equipment required for: site preparation, including removal, replacement and/or repair of fences and other site objects; excavation, including removal and disposal of existing sewer pipes, structures, and excess excavated materials; protection, support and repair of damage to existing utilities; saw-cutting, removal and disposal of existing pavement; excavation, removal and disposal of removal wastes; supply, placement, compaction, and compaction testing of backfill, stockpiling reclaimed castings; and all related work required. For items abandoned, the price shall include the cost of removal of frames/covers, adjusting collars and structure down to 24-inches below existing grassed surface or 72-inches below existing pavement as applicable, disposal of wastes, concrete bulkheads, and filling of remaining structure as specified.

**TRAFFIC SIGNAL SPECIFICATIONS FOR DETECTOR REPLACEMENT AND/OR
INSTALLATION ON ROADWAY GRINDING, RESURFACING, & PATCHING
OPERATIONS**

Effective: October 1, 1999

Revised: January 1, 2007

The following Traffic Signal Special Provisions and the "District 1 Standard Traffic Signal Design Details" supplement the requirements of the State of Illinois "Standard Specifications for Road and Bridge Construction."

The intent of this Special Provision is to prescribe the materials and construction methods commonly used to replace traffic signal detector loops and replace magnetic signal detectors with detector loops during roadway resurfacing, grinding and patching operations. Loop detector replacement will not require the transfer of traffic signal maintenance from the District Electrical Maintenance Contractor to this contract's electrical contractor. Replacement of magnetic detector will require wiring revisions inside the control cabinet and therefore the transfer of maintenance will be required. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer. The work to be provided under this contract consists of furnishing and installing all traffic signal work as specified on the Plans and as specified herein in a manner acceptable and approved by the Engineer.

NOTIFICATION OF INTENT TO WORK. Contracts such as pavement grinding or patching which result in the destruction of traffic signal detection require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the detection removal, the Contractor shall notify the:

- Traffic Signal Maintenance and Operations Engineer at (847)705-4424
- IDOT Electrical Maintenance Contractor at (773) 287-7600

at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection.

Failure to provide proper notification may require the District's Electrical Maintenance Contractor to be called to investigate complaints of inadequate traffic signal timing. All costs associated with these expenses will be paid for by the Contractor at no additional expense to the Department according to Section 109 of the "Standard Specifications."

ACCEPTANCE OF MATERIAL.

The Contractor shall provide:

1. All material approval requests shall be submitted a minimum of seven (7) days prior to the delivery of equipment to the job site, or within 30 consecutive calendar days after the contract is awarded, or within 15 consecutive calendar days after the preconstruction meeting, whichever is first.
2. Seven (7) copies of a letter listing the manufacturer's name and model numbers of the proposed equipment shall be supplied. The letter will be reviewed by the Traffic Design Engineer to determine whether the equipment to be used is approved. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.
3. One (1) copy of material catalog cuts.
4. The contract number, permit number or intersection location must be on each sheet of the letter and material catalog cuts as required in items 2 and 3.

INSPECTION OF CONSTRUCTION.

When the road is open to traffic, except as otherwise provided in Section 801 and 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 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.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on." If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. If this work is

not completed in time, the Department reserves the right to have the work completed by others at the Contractor's expense.

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 will be subject to removal and disposal at the Contractor's expense.

RESTORATION OF WORK AREA. Restoration of the traffic signal work area shall be incidental to the related pay item such as foundation, conduit, handhole, trench and backfill, etc., and no extra compensation shall be allowed. All roadway surfaces such as shoulders, medians, sidewalks, pavement, etc. shall be replaced as shown in the plans or in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded.

REMOVAL, DISPOSAL AND SALVAGE OF EXISTING TRAFFIC SIGNAL EQUIPMENT. This item shall be incidental to this contract. All material and equipment removed shall become the property of the Contractor and disposed of by the Contractor outside the State's right-of-way. No additional compensation shall be provided to the Contractor for removal, disposal or salvage expense for the work in this contract.

DETECTOR LOOP REPLACEMENT. This work shall consist of replacing existing detector loops which are destroyed during grinding, resurfacing, or patching operations.

If damage to the detector loop is unavoidable, replacement of the existing detection system will be necessary. This work shall be completed by an approved Electrical Contractor as directed by the Engineer.

Replacement of the loops shall be accomplished in the following manner: The Engineer shall mark the location of the replacement loops. The Traffic Signal Maintenance and Operations Engineer shall be called to approve loop locations prior to the cutting of the pavement. The Contractor may reuse the existing conduit (duct) located between the existing handhole and the pavement if it hasn't been damaged. All burrs shall be removed from the edges of the existing conduit which may cause damage to the new detector loop during installation. If the existing conduit is damaged beyond repair, or if it cannot be located, or if additional conduits are required to provide one lead-in duct for each proposed loop; the Contractor shall be required to drill through the existing pavement into the appropriate handhole, and install 25 mm (1") unit duct conduit. This work and the required materials shall not be paid for separately but shall be included in the pay item Detector Loop Replacement. Upon establishment of the duct, the loop may be cut, installed, sealed and spliced to the twisted-shielded controller cable in the handhole.

Detector loop measurements shall include the saw-cut and the length of the loop lead-in leading to the edge of pavement. Unit duct, splicing, trench and backfill, and drilling of pavement or handholes shall be incidental to detector loop quantities.

All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement or the curb shall be cut with a 6.3 mm (1/4") deep x 100 mm (4") saw-cut to mark location of each loop lead-in.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the Traffic Signal Maintenance and Operations Engineer (847)705-4424 to inspect and approve the layout.

Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details." Saw-cuts 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 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 Panduit 250W175C water proof tag or approved equal secured to each wire with nylon ties. The lead-in wire, including all necessary connections for proper operation, from the edge of pavement to the handhole, shall be incidental to the price of the detector loop.

Loop sealant shall be a two-component thixotropic chemically cured polyurethane either Chemque Q-Seal 295, Percol Elastic Cement A/C Grade or an approved equal. The sealant shall be installed 3 mm (1/8") below the pavement surface, if installed above the surface the overlap shall be removed immediately.

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

Resistance to ground shall be a minimum of 100 megohms under any conditions of weather or moisture.

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

Drilling handholes, sawing the pavement, furnishing and installing unit-duct to the appropriate handhole, cable splicing to provide a fully operable detector loop, testing and all trench and backfill shall be included in this item.

Detector loop replacement shall be measured along the sawed slot in the pavement containing the loop and lead-in, rather than the actual length of the wire in the slot.

Basis of Payment. Detector Loop Replacement shall be paid for at the contract unit price per foot (meter) of DETECTOR LOOP REPLACEMENT.

PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL

Description. This work shall consist of placing Portland cement concrete sidewalk on a compacted subbase or subgrade and shall be performed in accordance with Sections 311 and 424 of the Standard Specifications with the following alterations.

Construction Requirments. Sidewalks shall be placed on existing compacted subgrade or on 4-inches of Aggregate Base Course, Type B when required by the Engineer. At driveway apron and curb ramp locations, the depth of concrete shall be increased to 6-inches. **Sidewalks containing steps shall be replaced in kind at no additional expense and shall be considered incidental in the contract.**

Curb ramps for sidewalks (standard 424001) shall be installed at all intersecting streets and alleys as directed by the Engineer (see specifications and plans).

Method of Measurement. Portland cement concrete sidewalk will be measured for payment in place, and the area computed in square feet. Truncated domes will be separately measured for payment as provided for under the item DETECTABLE WARNINGS. Excavations for aggregate base course shall be paid for as REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL per cubic yard.

Basis of Payment. This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL, which price shall include all required texturing, step installation, additional thickness at driveway aprons and curb ramps, and compaction of existing subgrade.

TEMPORARY PAVEMENT

Description. 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 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 plan. The thickness of the Temporary Pavement shall be as decribed in the plans.

Article 355.08 of the Standard Specification shall not apply.

The removal of TEMPORARY PAVEMENT shall not be paid for separately but shall considered incidental to pay item. The removal of TEMPORARY PAVEMENT (VARIABLE DEPTH) shall be paid for as HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH).

FAU 2865 (Sheridan Road)
Project: ARA-9003(299)
Section: 08-00-250-01-PV
Cook County
Contract: 63189

Method of Measurement. Temporary pavement will be measured for payment in tons according to Article 406.13.

Basis of Payment. This work will be paid for at the contract unit price per ton for TEMPORARY PAVMENT and TEMPORARY PAVEMENT (VARIABLE DEPTH).

BRICK PAVER REMOVAL AND REPLACEMENT

This work shall consist of removing and reinstalling a brick and/or concrete paver driveway or sidewalk as shown in the Plans. This work shall include the preparation of existing aggregate base in accordance with Section 351 of the Standard Specifications and installation of a portland cement concrete underlayment if required. This work shall also include installing edge restraints, spreading, compacting and leveling (with a screed) 1 inch of bedding sand, filling and brushing the joints with fine sand, and compacting the brick pavers with a vibrating plate compactor.

Brick pavement shall be installed by an experienced contractor. The contractor shall submit written documentation and references of brick pavement work to the Engineer prior to the start of construction.

The layout and pattern shall match that of existing driveway apron or sidewalk. The Contractor shall make record of the existing layout and pattern prior to the removal of the existing driveway apron to ensure that the replaced apron can be replaced to match the existing apron prior to construction.

This work will be measured in place and paid for at the contract unit price per square foot for BRICK PAVER REMOVAL AND REPLACEMENT. If steps are encountered in a paver walk the vertical face square footage shall also be measured for payment.

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

SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES

Effective: January 1, 1999
Revised: January 1, 2007

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

Replace Article 105.07 of the Standard Specifications with the following:

"105.07 Cooperation with Utilities. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

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

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:

(1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.

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

(2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.

(3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

(b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:

(1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.

(2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

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

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

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

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

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

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

CITY OF EVANSTON

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

ALKALI-SILICA REACTION FOR CAST-IN-PLACE CONCRETE (BDE)

Effective: August 1, 2007

Revised: January 1, 2009

Description. This special provision is intended to reduce the risk of a deleterious alkali-silica reaction in concrete exposed to humid or wet conditions. The special provision is not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate or sodium formate. The special provision shall not apply to the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy. The special provision shall also not apply to precast products or precast prestressed products.

Aggregate Expansion Values. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

Aggregate Groups. Each combination of aggregates used in a mixture will be assigned to an aggregate group. The point at which the coarse aggregate and fine aggregate expansion values intersect in the following table will determine the group.

AGGREGATE GROUPS			
Coarse Aggregate or Coarse Aggregate Blend ASTM C 1260 Expansion	Fine Aggregate or Fine Aggregate Blend ASTM C 1260 Expansion		
	≤ 0.16%	> 0.16% - 0.27%	> 0.27%
≤ 0.16%	Group I	Group II	Group III
> 0.16% - 0.27%	Group II	Group II	Group III
> 0.27%	Group III	Group III	Group IV

Mixture Options. Based upon the aggregate group, the following mixture options shall be used; however, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silica reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

- Group I - Mixture options are not applicable. Use any cement or finely divided mineral.
- Group II - Mixture options 1, 2, 3, 4, or 5 shall be used.
- Group III - Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.

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Group IV - Mixture options 1, 2 and 4 combined, or 5 shall be used.

For Class PP-3 concrete the mixture options are not applicable, and any cement may be used with the specified finely divided minerals.

- a) Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used.

When a coarse or fine aggregate is blended, the weighted expansion value shall be calculated separately for the coarse and fine aggregate as follows:

$$\text{Weighted Expansion Value} = (a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots$$

Where: a, b, c... = percentage of aggregate in the blend;
A, B, C... = expansion value for that aggregate.

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".

1) Class F Fly Ash. For Class PV, BS, MS, DS, SC, and SI concrete and cement aggregate mixture II (CAM II), Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

2) Class C Fly Ash. For Class PV, MS, SC, and SI Concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.

For Class PP-1, RR, BS, and DS concrete and CAM II, Class C fly ash with less than 26.5 percent calcium oxide content shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

3) Ground Granulated Blast-Furnace Slag. For Class PV, BS, MS, SI, DS, and SC concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.

For Class PP-1 and RR concrete, ground granulated blast-furnace slag shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

For Class PP-2, ground granulated blast-furnace slag shall replace 25 to 30 percent of the portland cement at a minimum replacement ratio of 1:1.

- 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$), a new ASTM C 1567 test will not be required.

Testing. If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 or 1567 test result. The Engineer will not accept the result if the precision and bias for the test methods are not met.

The laboratory performing the ASTM C 1567 test shall either be accredited by the AASHTO Materials Reference Laboratory (AMRL) for ASTM C 227 under Portland Cement Concrete or Aggregate; or shall be inspected for Hydraulic Cement - Physical Tests by the Cement and Concrete Reference Laboratory (CCRL) and shall be approved by the Department. The laboratory performing the ASTM C 1293 test shall be inspected for Portland Cement Concrete by CCRL and shall be approved by the Department.

AMERICAN RECOVERY AND REINVESTMENT ACT PROVISIONS (BDE)

Effective: April 1, 2009

Required Contract Provision to Implement ARRA Section 902:

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds allow the U.S. Comptroller General and his representatives with the authority to:

- “(1) to examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.”

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Notification of the Authority of the Inspector General:

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

80243

AMERICAN RECOVERY AND REINVESTMENT ACT SIGNING (BDE)

Effective: April 1, 2009

Revised: April 15, 2009

Description. This work shall consist of furnishing, fabricating and installing sign panels, complete with sign faces, legend, and supplemental panels according to Section 720 of the Standard Specifications and as specified herein.

Materials. The "Putting America to Work" sign shall be fabricated using Type AA or AZ fluorescent orange sheeting for the background material with black vinyl or black opaque ink legend, symbol and borders. The "American Recovery and Reinvestment Act" sign shall be fabricated using Type AP green sheeting for the background with Type AP white sheeting for the legend and border. A green translucent overlay film may also be used over white Type AP sheeting to fabricate the "American Recovery and Reinvestment Act" sign.

Sign Layout. See following attachment. The "Putting America to Work" sign shall be 84 in. x 18 in. The "American Recovery and Reinvestment Act" sign shall be 84 in x 60 in.

General. The signs shall be erected to applicable portions of Article 701.14 of the Standard Specifications. These signs shall be erected midway between the first and second warning signs as required by the traffic control plan and standards utilized for this project. If the second warning sign is defining a moving or intermittent operation, the sign may be maintained at a distance of 500 ft (150 m) beyond the first post mounted ROAD CONSTRUCTION AHEAD sign. The signs shall remain in place for the duration of the project. Upon completion of the project, the signs and posts shall be removed and shall remain the property of the Contractor.

Basis of Payment. This work will not be paid for separately but shall be included in the cost of Traffic Control items as shown on the plans.

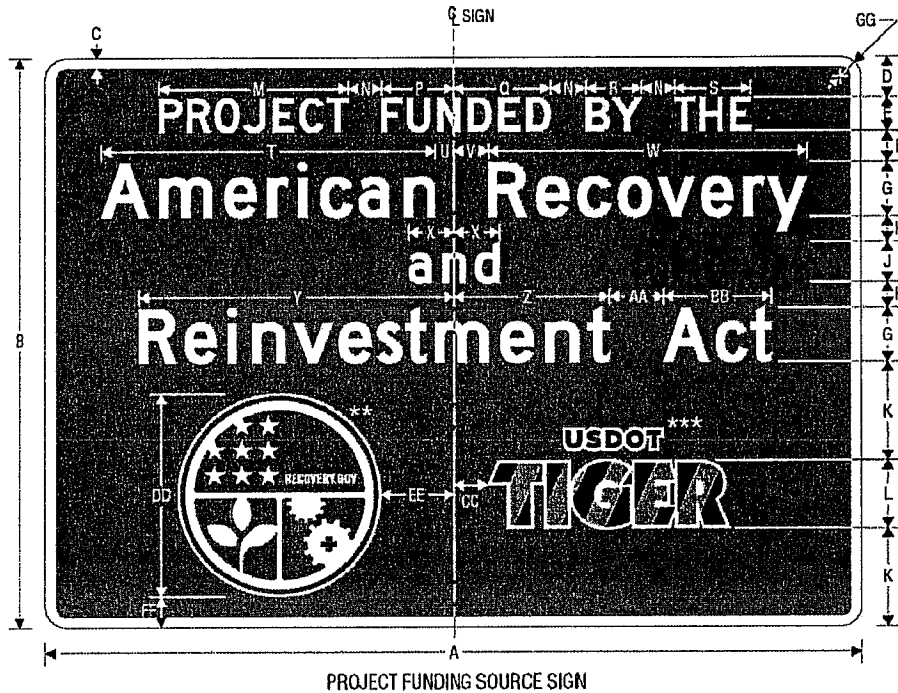
80236

**PROJECT FUNDING SOURCE SIGN ASSEMBLY
AMERICAN RECOVERY AND REINVESTMENT ACT
SIGN LAYOUT DETAILS**



PROJECT FUNDING SOURCE
SIGN ASSEMBLY

**PROJECT FUNDING SOURCE SIGN ASSEMBLY
AMERICAN RECOVERY AND REINVESTMENT ACT
SIGN LAYOUT DETAILS**



NOTE: SIGN SHALL NOT BE INSTALLED WITHOUT PROJECT FUNDING SOURCE PLAQUE

Dimensions in inches

A	B	C	D	E	F	G	H	J	K	L	M	N	P
120	84	1.5	6	5 D	4.5	8 D*	3.75	6 L*(45LC)	14.5	10	27.917	5	10.831
84	60	1	5	4 C	3.5	6 C*	3	4 U*(3LC)	9.25	7	19.047	4	7.362

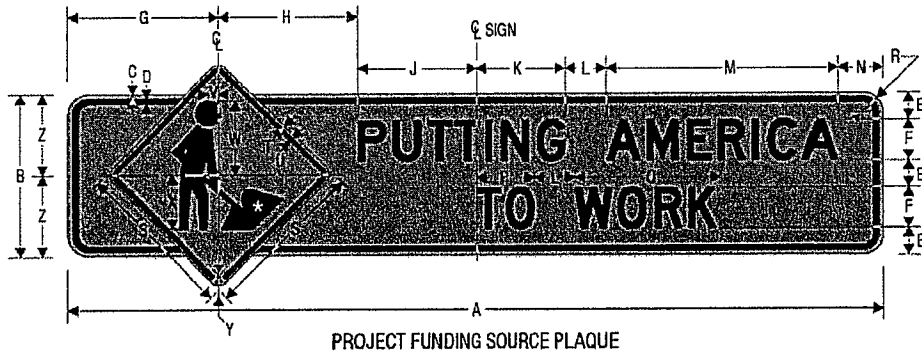
Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD
14.087	8.106	11.566	49.42	2.742	5.258	46.904	6.812	46.76	22.472	8	16.288	5	30
9.484	5.162	7.763	31.722	2.415	3.585	30.552	4.542	30.911	14.737	6	10.175	4	21

EE	FF	GG
11	4.5	3
7.5	2.25	2.25

* Increase character spacing 50%
** See Pictograph
*** See Pictograph

COLORS: LEGEND, BORDER - WHITE (RETROREFLECTIVE)
BACKGROUND - GREEN (RETROREFLECTIVE)

**PROJECT FUNDING SOURCE SIGN ASSEMBLY
AMERICAN RECOVERY AND REINVESTMENT ACT
SIGN LAYOUT DETAILS**



NOTE: PLAQUE SHALL NOT BE INSTALLED WITHOUT SIGN

* See *Standard Highway Signs* Page 6-59 for symbol design.

Dimensions in inches

A	B	C	D	E	F	G	H	J	K	L	M	N	P
120	24	0.625	0.875	4	6 D	22.349	20.370	17.201	13.28	6	34.22	6.5	8.765
84	18	0.375	0.625	3.5	4 D	16.607	15.686	9.707	10.667	4	22.813	5	5.843

Q	R	S	T	U	V	W	X	Y	Z
21.013	3	24	0.375	0.625	1.5	11	8	1.5	12
14.009	2.25	18	0.375	0.625	1	7	6	1.5	9

COLORS: LEGEND, BORDER - BLACK
BACKGROUND - ORANGE (RETROREFLECTIVE)

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**PROJECT FUNDING SOURCE SIGN ASSEMBLY
AMERICAN RECOVERY AND REINVESTMENT ACT
SIGN LAYOUT DETAILS**



RECOVERY
Vector-Based, Vinyl-Ready Pictograph

COLORS: LEGEND, OUTLINE	- WHITE (RETROREFLECTIVE)
BORDER	- BLUE (RETROREFLECTIVE)
BACKGROUND (UPPER)	- BLUE (RETROREFLECTIVE)
BACKGROUND (LOWER RIGHT)	- RED (RETROREFLECTIVE)
BACKGROUND (LOWER LEFT)	- GREEN (RETROREFLECTIVE)

**PROJECT FUNDING SOURCE SIGN ASSEMBLY
AMERICAN RECOVERY AND REINVESTMENT ACT
SIGN LAYOUT DETAILS**



USDOT TIGER
Vector-Based, Vinyl-Ready Pictograph

COLORS: OUTLINE - WHITE (RETROREFLECTIVE)
USDOT LEGEND - BLACK
TIGER DIAGONALS - BLACK,
ORANGE (RETROREFLECTIVE)

**APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS
INSIDE ILLINOIS STATE BORDERS (BDE)**

Effective: November 1, 2008

Revise the title of Article 107.22 of the Standard Specifications to read:

"107.22 Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders."

Add the following sentence to the end of the first paragraph of Article 107.22 of the Standard Specifications:

"Proposed borrow areas, use areas, and/or waste areas outside of Illinois shall comply with Article 107.01."

80207

CEMENT (BDE)

Effective: January 1, 2007

Revised: April 1, 2009

Revise Section 1001 of the Standard Specifications to read:

"SECTION 1001. CEMENT

1001.01 Cement Types. Cement shall be according to the following.

- (a) Portland Cement. Acceptance of portland cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland cement shall be according to ASTM C 150, and shall meet the standard physical and chemical requirements. Type I or Type II may be used for cast-in-place, precast, and precast prestressed concrete. Type III may be used according to Article 1020.04, or when approved by the Engineer. All other cements referenced in ASTM C 150 may be used when approved by the Engineer.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. The total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. However, a cement kiln dust inorganic processing addition shall be limited to a maximum of 1.0 percent. Organic processing additions shall be limited to grinding aids that improve the flowability of cement, reduce pack set, and improve grinding efficiency. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust.

- (b) Portland-Pozzolan Cement. Acceptance of portland-pozzolan cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland-pozzolan cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IP may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The pozzolan constituent for Type IP shall be a maximum of 21 percent of the weight (mass) of the portland-pozzolan cement.

For cast-in-place construction, portland-pozzolan cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-

reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

- (c) Portland Blast-Furnace Slag Cement. Acceptance of portland blast-furnace slag cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IS portland blast-furnace slag cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The blast-furnace slag constituent for Type IS shall be a maximum of 25 percent of the weight (mass) of the portland blast-furnace slag cement.

For cast-in-place construction, portland blast-furnace slag cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.

(1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.

(2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, 3200 psi (22,100 kPa) at 6.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.

(3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.

- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to AASHTO T 161, Procedure B.
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used only where specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al_2O_3), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO_3), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

1001.02 Uniformity of Color. Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.

1001.03 Mixing Brands and Types. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.

1001.04 Storage. Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

80166

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003

Revised: April 1, 2009

Replace the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. The use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted when approved by the Engineer. Admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(12). The Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted when determining an admixture dosage from this list. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources(s) and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. The Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overlay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

When determining water in admixtures for water/cement ratio, the Contractor shall calculate 70 percent of the admixture dosage as water, except a value of 50 percent shall be used for a latex admixture used in bridge deck latex concrete overlays."

Revise Section 1021 of the Standard Specifications to read:

"SECTION 1021. CONCRETE ADMIXTURES

1021.01 General. Admixtures shall be furnished in liquid form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable as to manufacturer and trade name of the material they contain.

Corrosion inhibitors will be maintained on the Department's Approved List of Corrosion Inhibitors. All other concrete admixture products will be maintained on the Department's

Approved List of Concrete Admixtures. For the admixture submittal, a report prepared by an independent laboratory accredited by the AASHTO Materials Reference Laboratory (AMRL) for Portland Cement Concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, for corrosion inhibitors the ASTM G 109 test information specified in ASTM C 1582 is not required to be from an independent lab. All other information in ASTM C 1582 shall be from an independent lab.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 5.65 cwt/cu yd (335 kg/cu m). Compressive strength test results for six months and one year will not be required.

Prior to the approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to AASHTO T 161, Procedure B. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

The manufacturer shall include in the submittal the following admixture information: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and the manufacturing range for pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM C 494. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to ASTM C 260.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, and 1021.07, the pH allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to ASTM C 494.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory accredited by AASHTO.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass).

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.

1021.02 Air-Entraining Admixtures. Air-entraining admixtures shall be according to AASHTO M 154.

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall be according to the following.

- (a) The retarding admixture shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall be according to AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

1021.04 Accelerating Admixtures. The admixture shall be according to AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating).

1021.05 Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete mixture that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall be according to AASHTO M 194, Type F.

The viscosity modifying admixture shall be according to ASTM C 494, Type S (specific performance).

1021.06 Rheology-Controlling Admixture. The rheology-controlling admixture shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. The rheology-controlling admixture shall be according to ASTM C 494, Type S (specific performance).

1021.07 Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.

(a) Calcium Nitrite. The corrosion inhibitor shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution, and shall comply with the requirements of AASHTO M 194, Type C (accelerating).

(b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582.”

80094

CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009

Revised: July 1, 2009

Diesel Vehicle Emissions Control. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end

with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

If a Contractor or subcontractor accumulates three environmental deficiency deductions in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of contract time, waiver of penalties, or be grounds for any claim.

80237

CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

80239

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: November 1, 2008

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is

based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 12 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

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

- (a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the

penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The name and address of each DBE to be used;
 - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
 - (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
 - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five working day period in order to cure the deficiency.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 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 full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and

using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five working days after the notification date of the

determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to

find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (e) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

DOWEL BARS (BDE)

Effective: April 1, 2007

Revised: January 1, 2008

Revise the fifth and sixth sentences of Article 1006.11(b) of the Standard Specifications to read:

"The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm) and patching of the ends will not be required. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list."

80178

EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Revised: January 2, 2008

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

"Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4)."

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

"(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.

- a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

$$\text{FHWA hourly rate} = (\text{monthly rate}/176) \times (\text{model year adj.}) \times (\text{Illinois adj.}) + \text{EOC}$$

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate: $0.5 \times (\text{FHWA hourly rate} - \text{EOC})$.

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

- b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

All prices shall be agreed to in writing before the equipment is used."

80189

HMA - HAULING ON PARTIALLY COMPLETED FULL-DEPTH PAVEMENT (BDE)

Effective: January 1, 2008

Revise Article 407.08 of the Standard Specifications to read:

“407.08 Hauling on the Partially Completed Full-Depth Pavement. Legally loaded trucks will be permitted on the partially completed full-depth HMA pavement only to deliver HMA mixture to the paver, provided the last lift has cooled a minimum of 12 hours. Hauling shall be limited to the distances shown in the following tables. The pavement surface temperature shall be measured using an infrared gun. The use of water to cool the pavement to permit hauling will not be allowed. The Contractor’s traffic pattern shall minimize hauling on the partially completed pavement and shall vary across the width of the pavement such that “tracking” of vehicles, one directly behind the other, does not occur.

MAXIMUM HAULING DISTANCE FOR PAVEMENT SURFACE TEMPERATURE BELOW 105 °F (40 °C)				
Total In-Place Thickness Being Hauled On, in. (mm)	Thickness of Lift Being Placed			
	3 in. (75 mm) or less		More than 3 in. (75 mm)	
	Modified Soil Subgrade	Granular Subbase	Modified Soil Subgrade	Granular Subbase
3.0 to 4.0 (75 to 100)	0.75 miles (1200 m)	1.0 mile (1600 m)	0.50 miles (800 m)	0.75 miles (1200 m)
4.1 to 5.0 (101 to 125)	1.0 mile (1600 m)	1.5 miles (2400 m)	0.75 miles (1200 m)	1.0 mile (1600 m)
5.1 to 6.0 (126 to 150)	2.0 miles (3200 m)	2.5 miles (4000 m)	1.5 miles (2400 m)	2.0 miles (3200 m)
6.1 to 8.0 (151 to 200)	2.5 miles (4000 m)	3.0 miles (4800 m)	2.0 miles (3200 m)	2.5 miles (4000 m)
Over 8.0 (200)	No Restrictions			

MAXIMUM HAULING DISTANCE FOR PAVEMENT SURFACE TEMPERATURE OF 105 °F (40 °C) AND ABOVE				
Total In-Place Thickness Being Hauled On, in. (mm)	Thickness of Lift Being Placed			
	3 in. (75 mm) or less		More than 3 in. (75 mm)	
	Modified Soil Subgrade	Granular Subbase	Modified Soil Subgrade	Granular Subbase
3.0 to 4.0 (75 to 100)	0.50 miles (800 m)	0.75 miles (1200 m)	0.25 miles (400 m)	0.50 miles (800 m)
4.1 to 5.0 (101 to 125)	0.75 miles (1200 m)	1.0 mile (1600 m)	0.50 miles (800 m)	0.75 miles (1200 m)
5.1 to 6.0 (126 to 150)	1.0 mile (1600 m)	1.5 miles (2400 m)	0.75 miles (1200 m)	1.0 mile (1600 m)
6.1 to 8.0 (151 to 200)	2.0 miles (3200 m)	2.5 miles (4000 m)	1.5 miles (2400 m)	2.0 miles (3200 m)
Over 8.0 (200)	No Restrictions			

Permissive hauling on the partially completed pavement shall not relieve the Contractor of his/her responsibility for damage to the pavement. Any portion of the full-depth HMA pavement that is damaged by hauling shall be removed and replaced, or otherwise repaired to the satisfaction of the Engineer.

Crossovers used to transfer haul trucks from one roadway to the other shall be at least 1000 ft (300 m) apart and shall be constructed of material that will prevent tracking of dust or mud on the completed HMA lifts. The Contractor shall construct, maintain, and remove all crossovers."

80194

HOT-MIX ASPHALT - FIELD VOIDS IN THE MINERAL AGGREGATE (BDE)

Effective: April 1, 2007

Revised: April 1, 2008

Add the following to the table in Article 1030.05(d)(2)a. of the Standard Specifications:

"Parameter	Frequency of Tests	Frequency of Tests	Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	
VMA	Day's production ≥ 1200 tons:	N/A	Illinois-Modified AASHTO R 35
Note 5.	1 per half day of production		
	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

Note 5. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design."

Add the following to the Control Limits table in Article 1030.05(d)(4) of the Standard Specifications:

"CONTROL LIMITS			
Parameter	High ESAL Low ESAL	High ESAL Low ESAL	All Other
	Individual Test	Moving Avg. of 4	Individual Test
VMA	-0.7 % ^{2/}	-0.5 % ^{2/}	N/A

2/ Allowable limit below minimum design VMA requirement"

Add the following to the table in Article 1030.05(d)(5) of the Standard Specifications:

"CONTROL CHART REQUIREMENTS	High ESAL Low ESAL	All Other
	VMA"	

Revise the heading of Article 1030.05(d)(6)a.1. of the Standard Specifications to read:

"1. Voids, VMA, and Asphalt Binder Content."

Revise the first sentence of the first paragraph of Article 1030.05(d)(6)a.1.(a.) of the Standard Specifications to read:

"If the retest for voids, VMA, or asphalt binder content exceeds control limits, HMA production shall cease and immediate corrective action shall be instituted by the Contractor."

Revise the table in Article 1030.05(e) of the Standard Specifications to read:

"Test Parameter	Acceptable Limits of Precision
% Passing: ^{1/}	
1/2 in. (12.5 mm)	5.0 %
No. 4 (4.75 mm)	5.0 %
No. 8 (2.36 mm)	3.0 %
No. 30 (600 μm)	2.0 %
Total Dust Content No. 200 (75 μm) ^{1/}	2.2 %
Asphalt Binder Content	0.3 %
Maximum Specific Gravity of Mixture	0.026
Bulk Specific Gravity	0.030
VMA	1.4 %
Density (% Compaction)	1.0 % (Correlated)

^{1/} Based on washed ignition."

80181

HOT-MIX ASPHALT -- PLANT TEST FREQUENCY (BDE)

Effective: April 1, 2008

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

"Parameter	Frequency of Tests	Frequency of Tests	Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	
<p>Aggregate Gradation</p> <p>Hot bins for batch and continuous plants.</p> <p>Individual cold-feed or combined belt-feed for drier drum plants.</p> <p>% passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm)</p> <p>Note 1.</p>	<p>1 dry gradation per day of production (either morning or afternoon sample).</p> <p>and</p> <p>1 washed ignition oven test on the mix per day of production (conduct in the afternoon if dry gradation is conducted in the morning or vice versa).</p> <p>Note 3.</p> <p>Note 4.</p>	<p>1 gradation per day of production.</p> <p>The first day of production shall be a washed ignition oven test on the mix. Thereafter, the testing shall alternate between dry gradation and washed ignition oven test on the mix.</p> <p>Note 4.</p>	<p>Illinois Procedure</p>
<p>Asphalt Binder Content by Ignition Oven</p> <p>Note 2.</p>	<p>1 per half day of production</p>	<p>1 per day</p>	<p>Illinois-Modified AASHTO T 308</p>
<p>Air Voids</p> <p>Bulk Specific Gravity of Gyrotory Sample</p>	<p>Day's production ≥ 1200 tons: 1 per half day of production</p> <p>Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)</p>	<p>1 per day</p>	<p>Illinois-Modified AASHTO T 312</p>

"Parameter	Frequency of Tests	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture Low ESAL Mixture		
Maximum Specific Gravity of Mixture	Day's production \geq 1200 tons: 1 per half day of production	1 per day	Illinois-Modified AASHTO T 209"
	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

80201

HOT-MIX ASPHALT – TRANSPORTATION (BDE)

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

“1030.08 Transportation. Vehicles used in transporting HMA shall have clean and tight beds. The beds shall be sprayed with asphalt release agents from the Department’s approved list. In lieu of a release agent, the Contractor may use a light spray of water with a light scatter of manufactured sand (FA 20 or FA 21) evenly distributed over the bed of the vehicle. After spraying, the bed of the vehicle shall be in a completely raised position and it shall remain in this position until all excess asphalt release agent or water has been drained.

When the air temperature is below 60 °F (15 °C), the bed, including the end, endgate, sides and bottom shall be insulated with fiberboard, plywood or other approved insulating material and shall have a thickness of not less than 3/4 in (20 mm). When the insulation is placed inside the bed, the insulation shall be covered with sheet steel approved by the Engineer. Each vehicle shall be equipped with a cover of canvas or other suitable material meeting the approval of the Engineer which shall be used if any one of the following conditions is present.

- (a) Ambient air temperature is below 60 °F (15 °C).
- (b) The weather is inclement.
- (c) The temperature of the HMA immediately behind the paver screed is below 250 °F (120 °C).

The cover shall extend down over the sides and ends of the bed for a distance of approximately 12 in. (300 mm) and shall be fastened securely. The covering shall be rolled back before the load is dumped into the finishing machine.”

80202

HOT-MIX ASPHALT MIXTURE IL-4.75 (BDE)

Effective: November 1, 2004

Revised: January 1, 2008

Description. This work shall consist of constructing hot-mix asphalt (HMA) surface course or leveling binder with an IL-4.75 mixture. Work shall be according to Sections 406 and 1030 of the Standard Specifications, except as modified herein.

Materials.

Revise the first paragraph of Article 1003.03(c) of the Standard Specifications to read:

“(c) Gradation. The fine aggregate gradation for High ESAL, Low ESAL, and All Other HMA shall be FA 1, FA 2, FA 20, or FA 21; except FA 21 will not be permitted for mixture IL-4.75.”

Revise the third sentence of Note 2 of Article 1030.02 of the Standard Specifications to read:

“The maximum percentage of RAP in any mixtures containing a polymer modified asphalt binder shall be ten percent.”

Revise the second sentence of Note 3 of Article 1030.02 of the Standard Specifications to read:

“For mixtures with an $N_{design} \geq 90$ and for mixture IL-4.75, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag meeting the FA/FM 20 gradation.”

Add the following note after Table 1 and after Table 2 of Article 1032.05(b) of the Standard Specifications:

“Note. When SBS/SBR PG76-22 or SBS/SBR PG76-28 are specified for mixture IL-4.75, the elastic recovery shall be a minimum of 80.”

Equipment.

Add the following paragraph after the second paragraph of Article 1102.01(a)(6) of the Standard Specifications:

“IL-4.75 mixtures which contain aggregate having absorptions greater than or equal to 2.5 percent, or which contain steel slag sand, shall have a minimum silo storage plus haul time of 1.5 hours.”

Add the following to Article 1102.01(a) of the Standard Specifications:

"(13) For mixture IL-4.75, mineral filler and collected dust (baghouse) shall be proportioned according to the following.

- a. Mineral filler shall not be stored in the same silo as collected dust (baghouse).
- b. Additional minus 200 material needed to meet the JMF may be entirely manufactured mineral filler.
- c. Collected dust (baghouse) may be used in lieu of manufactured mineral filler according to the following.
 1. Sufficient collected dust (baghouse) is available for production of the IL-4.75 mixture for the entire project.
 2. A mix design was prepared based on collected dust (baghouse).
- d. A combination of collected dust (baghouse) and manufactured mineral filler may be used according to the following.
 1. The amount (proportion) of each shall be established and not varied.
 2. A mix design was prepared based on the established proportions."

Mixture Design.

Add the following to the list of Illinois Modified AASHTO references in Article 1030.04 of the Standard Specifications:

"AASHTO T 305 Standard Method of Test for Determination of Draindown Characteristics in Uncompacted Asphalt Mixtures"

Add the following to Article 1030.04(a) of the Standard Specifications:

"(4) IL-4.75 Mixture. The Job Mix Formula (JMF) shall fall within the following limits.

IL-4.75, MIXTURE COMPOSITION	
Sieve	Percent Passing
1/2 in. (12.5 mm)	100
3/8 in. (9.5 mm)	100
No. 4 (4.75 mm)	90-100
No. 8 (2.36 mm)	70-90
No. 16 (1.18 mm)	50-65
No. 30 (600 μ m)	35-55
No. 50 (300 μ m)	15-30

No. 100 (150 μm)	10-18
No. 200 (75 μm)	7-9
AB Content	7% to 9%"

Add the following to Article 1030.04(b) of the Standard Specifications:

"(4) IL-4.75 Mixture.

VOLUMETRIC REQUIREMENTS IL-4.75	
Volumetric Parameter	Requirement
Design Air Voids	4.0 % at Ndesign 50
Voids in the Mineral Aggregate (VMA)	18.5 % minimum
Voids Filled with Asphalt (VFA)	78-88 %
Maximum Dust/AC Ratio	1.0
Maximum Draindown	0.3%"

Control Limits.

Add the following to the tables in Article 1030.05(d)(4) of the Standard Specifications:

"CONTROL LIMITS		
Parameter	IL-4.75 Individual Test	IL-4.75 Moving Ave. of 4
% Passing: ^{1/}		
1/2 in. (12.5 mm)		
No. 4 (4.75 mm)		
No. 8 (2.36 mm)		
No. 16 (1.18 mm)	$\pm 4 \%$	$\pm 3 \%$
No. 30 (600 μm)		
Total Dust Content No. 200 (75 μm)	$\pm 1.5 \%$	$\pm 1.0 \%$
Asphalt Binder Content	$\pm 0.3 \%$	$\pm 0.2 \%$
Voids	$\pm 1.2 \%$	$\pm 1.0 \%$

DENSITY CONTROL LIMITS		
Mixture Composition	Parameter	Individual Test
IL-4.75	Ndesign = 50	93.0% - 97.4% ^{2/}

- 2/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge."

CONSTRUCTION REQUIREMENTS

Leveling.

Revise the table and the second paragraph of Article 406.05(c) of the Standard Specifications to read:

"Leveling Binder	
Nominal, Compacted, Leveling Binder Thickness, in. (mm)	Mixture Composition
≤ 1 1/4 (32)	IL-4.75, IL-9.5, or IL-9.5L
> 1 1/4 to 2 (32 to 50)	IL-9.5, IL-12.5, or IL-9.5L

The density requirements of Article 406.07(c) shall apply for leveling binder, machine method, when the nominal compacted thickness is: 3/4 in. (19 mm) or greater for IL-4.75 mixtures; 1 1/4 in. (32 mm) or greater for IL-9.5 and IL-9.5L mixtures; and 1 1/2 in. (38 mm) or greater for IL-12.5 mixtures."

Placing.

Revise Article 406.06(b) of the Standard Specifications to read:

"(b) Placement Conditions. Placement of HMA shall be under the following conditions.

- (1) General Conditions. HMA shall be placed on a clean, dry base and when weather conditions are suitable. The leveling binder and binder courses shall be placed only when the temperature in the shade is at least 40 °F (5 °C) and the forecast is for rising temperatures. The surface course shall be placed only when the air temperature in the shade is at least 45 °F (8 °C) and the forecast is for rising temperatures.

The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C).

Intermingling of different mixture compositions at any one paver will not be permitted.

- (2) Special Conditions for mixture IL-4.75.

- a. The surface shall be dry for at least 24 hours, and clean, prior to placement of the mixture.
- b. Work shall not begin when local conditions indicate rain is imminent.

- c. The mixture shall be placed only when the temperature in the shade is at least 50 °F (10 °C) and the forecast is for rising temperatures.
- d. The mixture temperature shall be 310 to 350 °F (155 to 175 °C) and shall be measured in the truck just prior to placement.
- e. When used as leveling binder, the mixture shall be overlaid within five days of being placed."

Add the following paragraph to the end of Article 406.06(d) of the Standard Specifications:

"The minimum and maximum compacted lift thickness for mixture IL-4.75 shall be 3/4 in. (19 mm) and 1 1/4 in. (32 mm) respectively."

Compaction.

Revise Table 1 of Article 406.07 of the Standard Specifications to read:

"TABLE 1 - MINIMUM ROLLER REQUIREMENTS FOR HMA				
	Breakdown Roller (one of the following)	Intermediate Roller	Final Roller (one or more of the following)	Density Requirement
Level Binder: (When the density requirements of Article 406.05(c) do not apply.)	P ^{3/}	--	V _s , P, T _B , T _F , 3W	To the satisfaction of the Engineer.
Binder and Surface ^{1/} Level Binder ^{1/} : (When the density requirements of Article 406.05(c) apply.)	V _D , P, T _B , 3W	P ^{3/}	V _s , T _B , T _F	As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7).
Bridge Decks ^{2/}	T _B	--	T _F	As specified in Articles: 582.05 and 582.06.

- 1/ If the average delivery at the job site is 85 ton/hr (75 metric ton/hr) or less, any roller combination may be used provided it includes a steel wheeled roller and the required density and smoothness is obtained.
- 2/ One T_B roller may be used for both breakdown and final rolling on bridge decks 300 ft (90 m) or less in length, except when the air temperature is less than 60 °F (15 °C).
- 3/ A V_D roller may be used in lieu of the P roller on mixtures containing polymer modified asphalt binder.
- 4/ For mixture IL-4.75, a minimum of two T_B rollers and one T_F roller shall be provided. P and V rollers will not be permitted."

Basis of Payment.

Add the following paragraph after the third paragraph of Article 406.14 of the Standard Specifications:

"Mixture IL-4.75 will be paid for at the contract unit price per ton (metric ton) for POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-4.75, N50; and POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-4.75, N50."

80136

LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

Revise the table in Article 108.09 of the Standard Specifications to read:

"Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 375	\$ 500
100,000	500,000	625	875
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,125	1,550
3,000,000	5,000,000	1,425	1,950
5,000,000	10,000,000	1,700	2,350
10,000,000	And over	3,325	4,650"

80230

MONTHLY EMPLOYMENT REPORT (BDE)

Effective: April 1, 2009

In addition to any other reporting required by the contract, the Contractor shall provide to the Engineer an employment summary for all employees working on the contract from the contract execution date to the last full pay period each month for the duration of the contract. The report may include but is not limited to:

- a) A listing of the total number of employees.
- b) The employee job classification.
- c) The total hours worked and payroll for each employee.

The report shall be completed by the Contractor and each subcontractor. Employee hours worked from home office or other off-site office hours worked related directly to this contract shall be included. Engineering consulting firms performing construction layout and material testing for the Contractor shall also be included.

Hours worked for material suppliers, services provided by purchase orders, Department employees or consulting firms performing inspection or testing for the Department shall not be included in the report.

The report shall contain all hours worked under the contract from the start of the month to the last full pay period each month and shall be submitted no later than 10 business days after the end of each month.

The report shall be submitted electronically in a format determined by the Engineer. See attachment for potential reporting format.

Any costs associated with complying with this provision 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.

80238

Attachment

MONTHLY PRIME AND SUBCONTRACTOR EMPLOYMENT REPORT AMERICAN RECOVERY AND REINVESTMENT ACT			
1. First day of reporting period (mm/dd/yyyy):	2. Last day of reporting period (mm/dd/yyyy):	3. Notice to Proceed Date (mm/dd/yyyy)	
4. NAME AND ADDRESS OF FIRM		5. FEDERAL-AID PROJECT NUMBER	
		6. State Project Number or ID	
7. CONTRACTING AGENCY		8. STATE (or Federal Lands Region)	
Employment Data			
Direct, On-Project Jobs	TOTAL EMPLOYEES	TOTAL HOURS	TOTAL PAYROLL
CONSTRUCTION	NEW HIRES		
	EXISTING EMPLOYEES		
NON-CONSTRUCTION	NEW HIRES		
	EXISTING EMPLOYEES		
TOTAL			
10. PREPARED BY: <i>(Signature and Title)</i>			DATE
11. REVIEWED BY: <i>(Signature and Title of State Highway Official)</i>			DATE

This form is issued in association with the American Recovery and Reinvestment Act of 2009

MULTILANE PAVEMENT PATCHING (BDE)

Effective: November 1, 2002

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

80082

PAVEMENT MARKING REMOVAL (BDE)

Effective: April 1, 2009

Add the following to the end of the first paragraph of Article 783.03(a) of the Standard Specifications:

“The use of grinders will not be allowed on new surface courses.”

80231

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

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

| 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

80022

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: March 1, 2009

Revised: July 1, 2009

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

"STATEMENTS AND PAYROLLS

The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number.). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

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

"IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of three years from the date of completion of this contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon two business days' notice, these records shall be available, at all reasonable hours at a location within the State, for inspection by the Department or the Department of Labor.

3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class B misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

80235

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

Revise the first sentence of Article 701.12 of the Standard Specifications to read:

“All personnel on foot, excluding flaggers, within the highway right-of-way shall wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments.”

80209

PORTLAND CEMENT CONCRETE PLANTS (BDE)

Effective: January 1, 2007

Add the following to Article 1020.11(a) of the Standard Specifications.

- “(9) Use of Multiple Plants in the Same Construction Item. The Contractor may simultaneously use central-mixed, truck-mixed, and shrink-mixed concrete from more than one plant, for the same construction item, on the same day, and in the same pour. However, the following criteria shall be met.
- a. Each plant shall use the same cement, finely divided minerals, aggregates, admixtures, and fibers.
 - b. Each plant shall use the same mix design. However, material proportions may be altered slightly in the field to meet slump and air content criteria. Field water adjustments shall not result in a difference that exceeds 0.02 between plants for water/cement ratio. The required cement factor for central-mixed concrete shall be increased to match truck-mixed or shrink-mixed concrete, if the latter two types of mixed concrete are used in the same pour.
 - c. The maximum slump difference between deliveries of concrete shall be 3/4 in. (19 mm) when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the slump difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for slump by the Contractor. Thereafter, when a specified test frequency for slump is to be performed, it shall be conducted for each plant at the same time.
 - d. The maximum air content difference between deliveries of concrete shall be 1.5 percent when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the air content difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for air content by the Contractor. Thereafter, when a specified test frequency for air content is to be performed, it shall be conducted for each plant at the same time.
 - e. Strength tests shall be performed and taken at the jobsite for each plant. When a specified strength test is to be performed, it shall be conducted for each plant at the same time. The difference between plants for their mean strength shall not exceed 450 psi (3100 kPa) compressive and 80 psi (550 kPa) flexural. The strength standard deviation for each plant shall not exceed 650 psi (4480 kPa) compressive and 110 psi (760 kPa) flexural. The mean and standard deviation requirements shall apply to the test of record. If the strength difference requirements are exceeded, the Contractor shall take corrective action.

- f. The maximum haul time difference between deliveries of concrete shall be 15 minutes. If the difference is exceeded, but haul time is within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and check subsequent deliveries of concrete until the haul time difference is corrected."

80170

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007
Revised: November 1, 2008

Revise the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

“At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration, and to the daytime and nighttime color requirements of ASTM D 4956.

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material				
Observation Angle (deg.)	Entrance Angle (deg.)	White	Orange	Fluorescent Orange
0.2	-4	365	160	150
0.2	+30	175	80	70
0.5	-4	245	100	95
0.5	+30	100	50	40”

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

“Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass.”

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

“The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass.”

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: April 1, 2009

Revise Article 1006.10(a) of the Standard Specifications to read:

"(a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and/or Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.

(1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.

- a. For straight bars furnished in cut lengths and with a well-defined yield point, the yield point shall be determined as the elastic peak load, identified by a halt or arrest of the load indicator before plastic flow is sustained by the bar and dividing it by the nominal cross-sectional area of the bar.
- b. Tensile strength shall be a minimum of 1.20 times the yield strength.
- c. For bars straightened from coils or bars bent from fabrication, there shall be no upper limit on yield strength; and for bar designation Nos. 3 - 6 (10 - 19), the elongation after rupture shall be at least 9%.
- d. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
- e. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
- f. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.

(2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.

- a. Certification. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy

Coating Plant Certification Procedure". The Department will maintain an approved list.

- b. Coating Thickness. When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
- c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

80151

REINFORCEMENT BARS - STORAGE AND PROTECTION (BDE)

Effective: August 1, 2008

Revised: April 1, 2009

Revise Article 508.03 of the Standard Specifications to read:

508.03 Storage and Protection. Reinforcement bars shall be stored off the ground using platforms, skids, or other supports; and shall be protected from mechanical injury and from deterioration by exposure. Epoxy coated bars shall be stored on wooden or padded steel cribbing and all systems for handling shall have padded contact areas. The bars or bundles shall not be dragged or dropped.

When epoxy coated bars are stored in a manner where they will be exposed to the weather more than 60 days prior to use, they shall be protected from deterioration such as that caused by sunlight, salt spray, and weather exposure. The protection shall consist of covering with opaque polyethylene sheeting or other suitable opaque material. The covering shall be secured and allow for air circulation around the bars to minimize condensation under the cover.

Covering of the epoxy coated bars will not be required when the bars are installed and tied, or when they are partially incorporated into the concrete."

80206

138A

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004

Revised: January 1, 2007

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

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

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. The mix design criteria shall be as follows:

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m).
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements of Article 1020.04 of the Standard Specifications shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

Placing and Consolidating. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer.

Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.

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

80132

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

80143

THERMOPLASTIC PAVEMENT MARKINGS (BDE)

Effective: January 1, 2007

Revise Article 1095.01(a)(2) of the Standard Specifications to read:

"(2) Pigment. The pigment used for the white thermoplastic compound shall be a high-grade pure (minimum 93 percent) titanium dioxide (TiO₂). The white pigment content shall be a minimum of ten percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

The pigments used for the yellow thermoplastic compound shall not contain any hazardous materials listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1. The combined total of RCRA listed heavy metals shall not exceed 100 ppm when tested by X-ray fluorescence spectroscopy. The pigments shall also be heat resistant, UV stable and color-fast yellows, golds, and oranges, which shall produce a compound which shall match Federal Standard 595 Color No. 33538. The pigment shall be uniformly distributed throughout the thermoplastic compound."

Revise Article 1095.01(b)(1)e. of the Standard Specifications to read:

"e. Daylight Reflectance and Color. The thermoplastic compound after heating for four hours \pm five minutes at 425 ± 3 °F (218.3 ± 2 °C) and cooled at 77 °F (25 °C) shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degree circumferential/zero degree geometry, illuminant C, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White: Daylight Reflectance75 percent min.

*Yellow: Daylight Reflectance45 percent min.

*Shall meet the coordinates of the following color tolerance chart.

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456"

Revise Article 1095.01(b)(1)k. of the Standard Specifications to read:

"k. Accelerated Weathering. After heating the thermoplastic for four hours \pm five minutes at 425 ± 3 °F (218.3 ± 2 °C) the thermoplastic shall be applied to a steel wool abraded aluminum alloy panel (Federal Test Std. No. 141, Method 2013) at a film thickness of 30 mils (0.70 mm) and allowed to cool for 24 hours at room temperature. The coated panel shall be subjected to accelerated weathering

using the light and water exposure apparatus (fluorescent UV - condensation type) for 75 hours according to ASTM G 53 (equipped with UVB-313 lamps).

The cycle shall consist of four hours UV exposure at 122 °F (50 °C) followed by four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the panel shall not exceed 10 Hunter Lab Delta E units from the original material."

80176

143

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

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

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be **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 than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

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

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

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

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

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

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

BASIS OF PAYMENT This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

20338

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

**A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)**

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4 and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. Selection of Labor: During the performance of this contract, the contractor shall not:
 - a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement: "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees,

applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be

in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from

and to utilize DBE subcontractors or subcontractors with meaningful

minority group and female representation among their employees.

Contractors shall obtain lists of DBE construction firms from SHA

personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training,

qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of

DBE subcontractors or subcontractors with meaningful minority and

female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located

on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the

contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any

employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid

the full amount of fringe benefits listed on the wage determination

for the applicable classification. If the Administrator for the Wage

and Hour Division determines that a different practice prevails for

the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration

withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or

permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely

all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for submitting payroll copies of all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
- (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data

required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractors' own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in

surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

“Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.”

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or

subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal

is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions

and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Where the prospective primary participant is unable to certify

**Certification Regarding Debarment, Suspension, Ineligibility And
Voluntary Exclusion-Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR
LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.state.il.us/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.