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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID?

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

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

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

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

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

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

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

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Proposal Submitted By	
Name	
Address	
City	

Letting April 27, 2007

NOTICE TO PROSPECTIVE BIDDERS

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

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



Springfield, Illinois 62764

Contract No. 83847
LAKE County
Section 99-00169-05-WR
Route FAU 1215 (Sunset Avenue)
Project M-8003(121)
District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:
☐ A <u>Bid</u> <u>Bond</u> is included.
A Cashier's Check or a Certified Check is included

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

INSTRUCTIONS

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

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for 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

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.

Call

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding

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



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1.	Proposal of
Ta	xpayer Identification Number (Mandatory)
	for the improvement identified and advertised for bids in the Invitation for Bids as:

Contract No. 83847 LAKE County Section 99-00169-05-WR Project M-8003(121) Route FAU 1215 (Sunset Avenue) District 1 Construction Funds

Improvement will consists of pavement reconstruction, pavement widening and resurfacing to provide a 60 foot 5-lane typical section from Delany Road to Illinois Route 131. Additional work will include curb and gutter, remove and install storm sewer and other related work. The intersection of Sunset Avenue and Northwestern Avenue will be reconfigured and the existing traffic signals replaced to accommodate the proposed 5-lane section.

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

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

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

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

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

The amount of the proposal guaranty check is	\$(). If this proposal is accepted
and the undersigned shall fail to execute a contract bond as required herein, it i	s hereby agreed that the amount	of the proposal guaranty shall become
the property of the State of Illinois, and shall be considered as payment of dama	ages due to delay and other cause	es suffered by the State because of the
failure to execute said contract and contract bond; otherwise, the bid bond sha	all become void or the proposal g	uaranty check shall be returned to the
undersigned		·

Attach Cashier's Check or Cert	ified Check Here
In the event that one proposal guaranty check is intended to cover two or more proposit the proposal guaranties which would be required for each individual proposal. If the state below where it may be found.	
The proposal guaranty check will be found in the proposal for:	n
Section No.	
County	·

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

BD 354 (Rev. 11/2001)

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

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

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

Schedule of Combination Bids

Combination		Combination Bid	
No.	Sections Included in Combination	Dollars 0	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-91-423-01 PPS NBR - 1-10097-0100

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 83847

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				26,000	EACH	MAN ADJUST	025550
				1.000		JUNCTION CHAMBER	0247800
		 		34.000	EA	INLETS TA T24F&G	023747
				6.000	EACH	NLETS TA T11F&G	023680
				4.000	EACH	INLETS TA T8G	023620
			->-		EACH	S TA T1	023530
CIS	TOTAL PRICE	CENTS	UNIT PRI DOLLARS	QUANTITY	UNIT OF MEASURE	PAY ITEM DESCRIPTION	I TEM NUMBER

ILLINOIS DEPARTMENT OF TRANSPORTATION ECN SCHEDULE OF PRICES RUN CONTRACT NUMBER - 83847

RUN DATE - 03/27/07
RUN TIME - 210309

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NUMBER	PAY ITEM DESCRIPTION	MEASURE	QUANTITY	DOLLARS CENTS	DOLLARS CTS
010170	RAF CONT & PROT		1.000		
030010	HORT-TERM PAVT MKING	FOOT	6,418.000	- sı —	
030021	EMP PVT MK LTR & SYM	SQ FT	1,238.000	- 11 -	1
0300220	TEMP PVT MK LINE 4	F00	,452.000		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
300230	TEMP PVT MK LINE 5	F00	Öi	11	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
300240	TEMP PVT MK LINE 6	F00	. 00	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 1 1 1 1 1 1
30026	TEMP PVT MK LINE 12	FOOT	1,392.000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1
030028	MP PVT MK LINE 24	F00T	.000	 	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
0052	AVT MARK TAPE T3 4	F00T	.000	1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
01000	WORK ZONE PAVT MK REM	Q	.000	- 11	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
36002	REMOV OH SIN STR-CANT	EACH	1.000	1 1 - 11 -	1 1 1 1 1 1 1 1 1
800010	HPL PVT MK LTR & SYM	اِ ھ	28.000	1 1 - 11 -	
800020	HPL PVT MK LINE 4	FO	,681.000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
78000300	THPL PVT MK LINE 5		.000		
78000400	L PVT MK LINE	FOOT	1,784.000 X		

FAU 1215 99-00169-05-WR LAKE ITEM NUMBER

ILLINOIS DEPARTMENT OF TRANSPORTATION EN SCHEDULE OF PRICES RICONTRACT NUMBER - 83847 RI

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 03/27/07 RUN TIME - 210309

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I TEM NUMBER	PAY ITEM DESCRIPTION	MEASURE	QUANTITY	UNIT PRICE	E CENTS	TOTAL PRICE	CIS
800060	HPL PVT MK LINE 12	07	1,322.000 X		 - - 11		
800065	HPL PVT MK LINE 24	FOOT	191.000				1
800111	DAINT PVT MK LINE 4	F00T	2,667.000				[[[
00112	AINT PVT MK LINE 5	F00T	,770.000		 - 11		1 :
8100	REFL PAVT MKR	EACH	266.000				
830010	MARKING REMOVAL	SQ F	30.000		— II —		
8300200	RAISED REF PVT MK REM	EACH	84.00		1		[
1000600	CON T 2 GALVS	FOOT	5,110.000				1
00070	CON T 2 1/2 GALVS	 	3.000		i i i - ii		
100100	CON T 4 GALVS	FOOT			- 11 —		l ;
1018500	CON P 2 GALVS	FOOT	68.000		i ! i ! i ! — II —		
1890	ON P 4 GALVS	F00	207.000				
140010	ANDHOLE	EACH					
81400300			1.000 X				1
85000200	INSTAL	EACH	2.000 X	1 1 1	— 11 —		i
] -		

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 83847

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 03/27/07 RUN TIME - 210309

I TEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL PRICE	CTS
570020	AC T4 CAB	EAC	00	- a	
6400	RANSCEIVER - FIB OPT	EAC	2.000	— 11 — 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	ı
30121	LCBL C SIGNAL 14 2C	F00	.000	- 11	t
7301225	ELCBL C SIGNAL 14 3C	F00	,862.000	11 - 11 - 1	1
30124	LCBL C SIGNAL 14 5C	F00	849.000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	- 1
730125	LCBL C SIGNAL 14 7	F00	29.000	- II - I	! ! !
7301805	ELCBL C SERV 6 2C	FOOT	90.000	- 11 11 1 1 1 1 1	I
50250	S POST GALVS 16	EACH	4.000	 	! ! !
87600100	ED PUSH-BUT POST T1	[17] 	00	1 1 1 1 1 1 1 1]]
7704080	TL COMB MAA&P 30 SPL		00	- II - I	1
7704090	TL COMB MAA&P 32 SP		1.000	- tı — tı	I I
0412	COMB MAA&P 38 SPL	EACH	1.000		. I
780010	ONC FDN TY A	FOOT	00	- 11	- 1
78001	NC FDN TY C	FOOT	4.000 X	1 1 1 1 - 11 —	. 1
780040	ONC FDN TY E	FOOT	60.000 X	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	 1 }
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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 83847

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 03/27/07 RUN TIME - 210309

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TOTAL \$				
— II —	9.000 X	in	EMOV EX CONC FDN	950238
	4.000	EAC	REMOV EX HANDHOLE	9502380
11 - 11 - 1	10.000	EACH	REMOV EX TS EQUIP	9502375
	Ö	FO	REM ELCBL FR CON	9502300
	1.000	EACH	TEMP TR SIG INSTALL	9000100
11 - 11 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	8.000	: : : E A	PED PUSH-BUTTON	8800100
	00	EAC	LIGHT DETECTOR AMP	88700300
- 11 -	2.000 X	EAC	LIGHT DETECTOR	8700200
	.000	Fo	DET LOOP REPL	8600600
	00	EACH	TS BACKPLATE LOUVERED	8200110
	8.000	EACH	PED SH LED 1F BM CDT	8102717
	4.000	EACH	SH LED 1F 5S MAM	8030110
	00	EACH	SH LED 1F 5S BM	8030100
- 11	4.000	EAC	SH LED 1F 3S MAM	803002
- n	1.000	EACH	RILL EX HANDHOLE	790020
UNIT PRICE TOTAL PRICE DOLLARS CENTS DOLLARS CTS	QUANTITY	UNIT OF MEASURE	PAY ITEM DESCRIPTION	I TEM NUMBER

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

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- 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.
- ω IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE.
- 4 A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN.

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

I. GENERAL

- **A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

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

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

- (a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.
- 2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
 - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
 - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
 - (1) the business has been finally adjudicated not guilty; or
 - (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

C. Educational Loan

- 1. Section 3 of the Educational Loan Default Act provides:
- § 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.
- 2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

D. Bid-Rigging/Bid Rotating

- 1. Section 33E-11 of the Criminal Code of 1961 provides:
- § 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

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

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

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

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

E. International Anti-Boycott

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

F. Drug Free Workplace

- 1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.
- 2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.
- (e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. Addenda

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

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.

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. <u>Disclosure Form Instructions</u>

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

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

CERTIFICATION STATEMENT

I have determined that the Form A disclosure informaccurate, and all forms are hereby incorporated by forms or amendments to previously submitted for	y reference in this bid. Any necessary additional
(Bidding C	Company)
Name of Authorized Representative (type or print)	Title of Authorized Representative (type or print)
Signature of Autho	prized Representative Date

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

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

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES NO
3.	Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES NO
4.	Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES NO
	(Note: Only one set of forms needs to be completed <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.)
bidding authoriz	answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the 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 ed to execute contracts for your organization. Photocopied or stamped signatures are not acceptable . The person signing can be, but have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.
	swer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by a that is authorized to execute contracts for your company.
bidding of APPLIC	Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. Note: Signing the NOT ABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder considered nonresponsive and the bid will not be accepted.
ongoing	der shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:
agency attached	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 pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development ust be included. Bidders who submit Affidavits of Availability are suggested to use Option II.
"See Aff agency	: 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 davit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois bending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.
Bidders	Submitting More Than One Bid
	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. Indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms ence.
	ne bid submitted for letting item contains the Form A disclosures or Certification Statement and the Form B sclosures. The following letting items incorporate the said forms by reference:

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 the LCS 500). Vendors desiring to enter into a potential conflict of interest information as solublicly available contract file. This Form a contracts. A publicly traded company matche requirements set forth in Form A. See 1990	a contract with the State of Illinois specified in this Disclosure Form. A must be completed for bids in e y submit a 10K disclosure (or ee Disclosure Form Instructions.	must disclose the financial information and This information shall become part of the excess of \$10,000, and for all open-ended quivalent if applicable) in satisfaction of
DISCLO	OSURE OF FINANCIAL INFORM	IATION
	nare in excess of 5%, or an interest . (Make copies of this form as ned e requirements)	interest in the BIDDER (or its parent) in which has a value of more than \$90,420.00 cessary and attach a separate Disclosure
NAME:		
ADDRESS		
Type of ownership/distributable incom	ne share:	
stock sole proprietorship % or \$ value of ownership/distributable in		other: (explain on separate sheet):
2. Disclosure of Potential Conflicts of In potential conflict of interest relationships ap describe.		
(a) State employment, currently or in t	he previous 3 years, including cont	ractual employment of services. YesNo
If your answer is yes, please answ	er each of the following questions.	
 Are you currently an office Highway Authority? 	r or employee of either the Capitol	Development Board or the Illinois Toll YesNo
currently appointed to or e exceeds \$90,420.00, (60°	ed to or employed by any agency mployed by any agency of the State % of the Governor's salary as of 7/ employed and your annual salary.	e of Illinois, and your annual salary

3.	If you are currently appointed to or employed by any agen salary exceeds \$90,420.00, (60% of the Governor's salar (i) more than 7 1/2% of the total distributable income corporation, or (ii) an amount in excess of the salary of the	ry as of 7/1/01) are you entitled to receive of your firm, partnership, association or
4.	If you are currently appointed to or employed by any agen salary exceeds \$90,420.00, (60% of the Governor's salar or minor children entitled to receive (i) more than 15% in a of your firm, partnership, association or corporation, or (ii) salary of the Governor?	ry as of 7/1/01) are you and your spouse aggregate of the total distributable income
` '	employment of spouse, father, mother, son, or daughter, inc previous 2 years.	luding contractual employment for services
	answer is yes, please answer each of the following question	YesNo ns.
1.	Is your spouse or any minor children currently an officer or Board or the Illinois Toll Highway Authority?	employee of the Capitol Development YesNo
2.	Is your spouse or any minor children currently appointed to of Illinois? If your spouse or minor children is/are currently agency of the State of Illinois, and his/her annual salary of Governor's salary as of 7/1/01) provide the name of the spof the State agency for which he/she is employed and his/h	y appointed to or employed by any exceeds \$90,420.00, (60% of the pouse and/or minor children, the name
3.	If your spouse or any minor children is/are currently appoin State of Illinois, and his/her annual salary exceeds \$90,42 as of 7/1/01) are you entitled to receive (i) more than 71/29 firm, partnership, association or corporation, or (ii) an all Governor?	0.00, (60% of the salary of the Governor 6 of the total distributable income of your
4.	If your spouse or any minor children are currently appointed State of Illinois, and his/her annual salary exceeds \$90,420 7/1/01) are you and your spouse or any minor children entiaggregate of the total distributable income from your firm, p (ii) an amount in excess of 2 times the salary of the Government.	.00, (60% of the Governor's salary as of tled to receive (i) more than 15% in the artnership, association or corporation, or or?
		Yes No
unit of I	e status; the holding of elective office of the State of Illinois, local government authorized by the Constitution of the Stat currently or in the previous 3 years.	
` '	onship to anyone holding elective office currently or in the produced daughter.	evious 2 years; spouse, father, mother, YesNo
Americ of the S	tive office; the holding of any appointive government office of a, or any unit of local government authorized by the Constitus of Illinois, which office entitles the holder to compensate charge of that office currently or in the previous 3 years.	ution of the State of Illinois or the statues
` '	nship to anyone holding appointive office currently or in the plaughter.	orevious 2 years; spouse, father, mother, YesNo
(g) Employ	yment, currently or in the previous 3 years, as or by any regi	stered lobbyist of the State government. YesNo

(h) Relationship to a son, or daughter.	nyone who is or was a registered lobbyist in the previous 2 years; s Yes _	spouse, father, mother, No
committee registe	nployment, currently or in the previous 3 years, by any registered red with the Secretary of State or any county clerk of the State of I registered with either the Secretary of State or the Federal Board o	llinois, or any political
last 2 years by any county clerk of the	nyone; spouse, father, mother, son, or daughter; who was a compet y registered election or re-election committee registered with the Se e State of Illinois, or any political action committee registered with ral Board of Elections. Yes _	ecretary of State or any
	APPLICABLE STATEMENT	
This Disclosure Fo	rm A is submitted on behalf of the INDIVIDUAL named on prev	ious page.
Completed by:		
	Name of Authorized Representative (type or print)	
Completed by:		
•	Title of Authorized Representative (type or print)	
Completed by:		
•	Signature of Individual or Authorized Representative	Date
	NOT APPLICABLE STATEMENT	
	hat no individuals associated with this organization meet the tion of this Form A.	criteria that would
This Disclosure Fo	rm A is submitted on behalf of the CONTRACTOR listed on the	e previous page.
	Name of Authorized Representative (type or print)	
	Title of Authorized Representative (type or print)	
	Signature of Authorized Representative	Date

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

		Disclosure	
Contractor Name			
Legal Address			
City, State, Zip		_	
Telephone Number	Email Address	Fax Number (if available)	
,		, , ,	
	tion contained in this Form is required by the		
·	information shall become part of the publicly		
be completed for bids in ϵ	excess of \$10,000, and for all open-ended co	intracts.	
DISCLOS	SURE OF OTHER CONTRACTS AND PRO	CUREMENT RELATED INFORMATION	
has any pending contra- any other State of Illinoi	ontracts & Procurement Related Informaticts (including leases), bids, proposals, or othes agency: Yes No bidder only needs to complete the signature	er ongoing procurement relationship with	
	 Identify each such relationship by showing sor project number (attach additional pages a 		
	THE FOLLOWING STATEMENT	MUST BE SIGNED	
	Name of Authorized Representativ	e (type or print)	
	Title of Authorized Representative	(type or print)	
	Signature of Authorized Repr	esentative Date	_

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



Contract No. 83847 LAKE County Section 99-00169-05-WR Project M-8003(121) Route FAU 1215 (Sunset Avenue) District 1 Construction Funds

PART I. IDENTIFIC	AHON																	
Dept. Human Rights	s #						_ Du	ıration	of Proj	ect: _								
Name of Bidder:																-		
PART II. WORKFO A. The undersigned which this contract wo projection including a p	bidder ha	as analyz	ed min	d for th d fema	ne locati	ons fro	m whi	ch the b	idder re	cruits	employe	es, and h	ereb	y subm	its the follow	owin cont	g workfo	
		TOTA	AL Wo	rkforce	Project	tion for	Contr	act						(CURRENT	· EM	PLOYER	S
				MINI	ORITY E	=MPLC	YEES	:		TRA	AINEES				TO BE			
JOB	_	TAL					*OTHER		APPREN-		ON THE JOB		•	TOTAL			MINORIT	
CATEGORIES	ORIES EMPLOYEE				HISP			NOR.	TICES		TRAINEES			EMPLOYEES				
OFFICIALS (MANAGERS)	M	F	M	F	M	F	M	F	M	F	M	F		M	F		M	F
SUPERVISORS																		
FOREMEN													-					
CLERICAL EQUIPMENT													-					
OPERATORS MECHANICS													•			•		
TRUCK DRIVERS													-					
IRONWORKERS													•					
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS PIPEFITTERS.																•		
PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
	TAE	BLE C							_		F	OR DEP	ART	MENT	USE ON	ILY		

F

TOTAL

EMPLOYEES

EMPLOYEES

IN

TRAINING

APPRENTICES
ON THE JOB
TRAINEES

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

TOTAL Training Projection for Contract

BLACK

М

Note: See instructions on the next page

HISPANIC

М

*OTHER

MINOR.

F

М

^{*}Other minorities are defined as Asians (A) or Native Americans (N).

Contract No. 83847 LAKE County Section 99-00169-05-WR Project M-8003(121) Route FAU 1215 (Sunset Avenue) 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	ındersiane	d hidder	nroie	ects tha	ıt: (nıır	mher)										new hi	res would
	he	indersigne recruited	from	the	area	in v	which	the		ntract		oroject	ic	lo	cated:		nd/or	(number)
	De	recruited																s principal
	office	or base of	operation	n is lo	ocated.	1164	111163	would	DC I	Gordin	.eu i	10111 (11	c arc	a 111	WITIGI	i ti iC i	biddei s	э ринсіраі
C.		led in "Tota signed bid																ctly by the
	The u	ndersigne	d bidder	estim	ates tha	at (num	nber)										ne	rsons will
	The undersigned bidder estimates that (number) persons will be directly employed by the prime contractor and that (number) persons will be employed by subcontractors.												ns will be					
PART	III. AFF	IRMATIVE	E ACTIO	N PL	AN													
A.	utiliza in any comm	indersigner tion project in job cated nencement and to the	tion inclu gory, and of work	uded of d in th k, dev	under P ne even velop ar	PART II It that t nd sub	is det he un mit a	ermin dersig writte	ed to ned n Af	be a bidde ffirmat	n ur er is tive	nderuti award Action	izatio led th Plar	on of his co h inc	minoi ontrac luding	rity pe t, he g a s	ersons of she with pecific	or women II, prior to timetable
		tion are co epartment				native A	Action	Plan v	will b	e sub	ject	to app	orova	l by	the co	ontrad	cting ag	ency and
B.	submi	indersigne itted hereir part of the	n, and th	e goa	als and	timetab	agree: ole inc	s that luded	the und	mino er an	rity Affi	and fe mative	male Action	em _l on P	oloyee lan if	e utili requi	zation red, are	projection e deemed
Comp	any									Tel	eph	one Nu	ımbe	r				
Addre	ss																	
						NO7	ΓICE R	EGAR	DING	SIGN	IAT	JRE						
		Bidder's sign s to be comp						et will c	onsti	tute th	ie si	gning o	f this f	form.	The f	ollowi	ng signa	ature block
	Signa	ture:							Title	e:					_ Da	ate: _		
Instructi	ions:	All tables m	nust include	e subco	ontractor p	personne	el in add	lition to	prime	contra	ctor	personn	el.					
Table A			nat will be	allocate	ed to con	tract wor	k, and i	include	all ap	prentic	es a	nd on-th	e-job tr	rainee	s. The	"Tota	I Employ	ly employed ees" column vork.
Table B	-	Include all e		curren	tly emplo	yed that	will be	allocate	d to tl	he cont	ract	work inc	luding	any a	pprenti	ces an	d on-the-	-job trainees
Table C	; -	Indicate the	racial bre	akdowr	of the to	tal appre	entices a	and on-	he-io	b traine	es s	hown in	Table /	Α.				
-									,-							BC-12	256-Pg. 2	? (Rev. 3/98)

ADDITIONAL FEDERAL REQUIREMENTS

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

CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:

YES _____ NO ____

B.

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.

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?

Contract No. 83847 LAKE County Section 99-00169-05-WR Project M-8003(121) Route FAU 1215 (Sunset Avenue) District 1 Construction Funds

PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Firm Name	
	Ву	
(IF A CO-PARTNERSHIP)	Business Address	
		Name and Address of All Members of the Firm:
_		
	Corporate Name	
(IF A CORPORATION)	Бу	Signature of Authorized Representative
(IF A CORPORATION)		
		Typed or printed name and title of Authorized Representative
	Attest	
(IF A JOINT VENTURE, USE THIS SECTION		Signature
FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)	Business Address	
SESSIVE FAIRT SHOOLD SIGN BLESWY		
	Cornerate Name	_
(IF A JOINT VENTURE)	Ву	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 addit	ional signature sheet.

RETURN WITH BID



Division of Highways Proposal Bid Bond

(Effective November 1, 1992)

	Item No.
	Letting Date
KNOW ALL MEN BY THESE PRESENTS, That We	
as PRINCIPAL, and	
	as SURETY, are
Article 102.09 of the "Standard Specifications for Road and Bridge	NOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well tent of which we bind ourselves, our heirs, executors, administrators, successors and assigns.
	S SUCH, That Whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF the improvement designated by the Transportation Bulletin Item Number and Letting Date
the bidding and contract documents, submit a DBE Utilization Plat PRINCIPAL shall enter into a contract in accordance with the term coverages and providing such bond as specified with good and sufflabor and material furnished in the prosecution thereof; or if, in the into such contract and to give the specified bond, the PRINCIPAL	proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in that is accepted and approved by the Department; and if, after award by the Department, the is of the bidding and contract documents including evidence of the required insurance ficient surety for the faithful performance of such contract and for the prompt payment of event of the failure of the PRINCIPAL to make the required DBE submission or to enter pays to the Department the difference not to exceed the penalty hereof between the amount Department may contract with another party to perform the work covered by said bid hall remain in full force and effect.
Surety shall pay the penal sum to the Department within fifteen (15	has failed to comply with any requirement as set forth in the preceding paragraph, then by days of written demand therefor. If Surety does not make full payment within such mount owed. Surety is liable to the Department for all its expenses, including attorney's or in part.
In TESTIMONY WHEREOF, the said PRINCIPAL and	said SURETY have caused this instrument to be signed by their respective officers this A.D.,
PRINCIPAL	SURETY
(Company Name)	(Company Name)
By:	By:
(Signature & Title)	(Signature of Attorney-in-Fact)
Notar	y 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 individua	als signing on behalf of PRINCIPAL & SURETY)
	se names are subscribed to the foregoing instrument on behalf of PRINCIPAL and and respectively, that they signed and delivered said instrument as their free and voluntary
Given under my hand and notarial seal this day	y of, A.D
My commission expires	
	Notary Public
	the Principal may file an Electronic Bid Bond. By signing below the Principal is ensuring pal and Surety are firmly bound unto the State of Illinois under the conditions of the bid
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. 83847 LAKE County Section 99-00169-05-WR Project M-8003(121) Route FAU 1215 (Sunset Avenue) 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., April 27, 2007. 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. 83847 LAKE County Section 99-00169-05-WR Project M-8003(121) Route FAU 1215 (Sunset Avenue) District 1 Construction Funds

Improvement will consists of pavement reconstruction, pavement widening and resurfacing to provide a 60 foot 5-lane typical section from Delany Road to Illinois Route 131. Additional work will include curb and gutter, remove and install storm sewer and other related work. The intersection of Sunset Avenue and Northwestern Avenue will be reconfigured and the existing traffic signals replaced to accommodate the proposed 5-lane section.

- 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

Milton R. Sees, Acting Secretary

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INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2007

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

SUPPLEMENTAL SPECIFICATIONS

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LR 107-3 Tolsadvantaged Business Enterprise Participation" (Eff. 1/1/07). Developed to require DBE utilization plans to be submitted to the local agency. LR 107-4 X "Insurance" (Eff. 2/1/07). Developed based on recommendations from IACE Policy Committee to ensure local agencies are indemnified when their projects are on the state letting. "Combination Bids (Eff. 1/1/194) (Rev. 3/1/05). Developed to allow the revision of working days and calendar days. Revised to incorporate applicable portions of deleted Sections 102 & 103. LR 212 LR 355-1 "Shaping Roadway" (Eff. 8/1/69) (Rev. 1/1/02). "Shaping Roadway" (Eff. 8/1/69) (Rev. 1/1/02). "Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10/1/73) (Rev. 1/1/07). "Bituminous Treated Earth Surface (Eff. 1/1/07). Developed since Section 401 was eliminated from the 2007 Standard Specifications. "Salt Stabilized Surface Course" (Eff. 8/1/69) (Rev. 1/1/07). LR 402 "Salt Stabilized Surface Course" (Eff. 8/1/69) (Rev. 1/1/07). ER 403-2 Bituminous Hot Mix Sand Seal Coet" (Eff. 8/1/69) (Rev. 1/1/07). ER 420 "PCC Pavement (Special)" (Eff. 5/12/64) (Rev. 1/1/07). Developed to allow local agencies to construct quality PCC pavements for low volume roads. LR 451 "Crack Filling Bituminous Patching Mixtures for Maintenance Use" (Eff. 10/1/91) (Rev. 1/1/07). Developed to reference approved bituminous patching mixtures. "Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10/1/91) (Rev. 1/1/07). "Eurinshing Class SI Concrete" (Eff. 10/1/73) (Rev. 1/1/02). Developed to allow a load charge to be added when short loads are expected during the contract. "Pipe Culverts, Type (Furnished)" (Eff. 1/1/07) (Rev 1/1/07). Developed to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs. LR 1004 "Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1/1/07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Grada	LR 107-2		"Railroad Protective Liability Insurance for Local Lettings" (Eff. 3/1/05) (Rev 1/1/06). Developed to require	
LR 107-4 X "Insurance" (Eff. 2/1/07), Developed based on recommendations from IACE Policy Committee to ensure local agencies are indemnified when their projects are on the state letting. LR 108 "Combination Bids (Eff. 1/1/94) (Rev. 3/1/05). Developed to allow the revision of working days and calendar days. Revised to incorporate applicable portions of deleted Sections 102 & 103. LR 212 "Snaping Roadway" (Eff. 8/1/69) (Rev. 1/1/02). LR 355-2 "Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10/1/73) (Rev. 1/1/07). LR 400 "Bituminous Treated Earth Surface (Eff. 1/1/07). Developed since Section 401 was eliminated from the 2007 Standard Specifications. LR 402 "Standard Specifications. LR 403-2 Bituminous Hot Mix Sand Seal Coat" (Eff. 8/1/69) (Rev. 1/1/07). LR 420 "PCC Pavement (Special)" (Eff. 5/12/64) (Rev. 1/1/07). Developed to allow local agencies to construct quality PCC pavements for low volume roads. LR 442 "Bituminous Patching Mixtures for Maintenance Use" (Eff. 1/1/04) (Rev. 2/1/07). Developed to reference approved bituminous patching mixtures. LR 451 "Crack Filling Bituminous Pavement with Filber-Asphalt" (Eff. 10/1/91) (Rev. 1/1/07). LR 503-1 "Furnishing Class SI Concrete" (Eff. 10/1/73) (Rev. 1/1/02). Developed to allow a load charge to be added when short loads are expected during the contract. LR 542 "Pipe Culverts, Type (Furnished)" (Eff. 9/1/64) (Rev. 1/1/07). LR 702 "Construction and Maintenance Signs" (Eff. 1/1/07) (Rev. 1/1/07). LR 703 "Construction and Maintenance Signs" (Eff. 1/1/07) (Rev. 1/1/07). Developed to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs. LR 1013 "Road Salt (Sodium Chloride)" (Eff. 8/1/69) (Rev. 1/1/02). Developed to require florescent orange careadtion Control System (AGCS) to a finer mix for Hot-Mix Asphalt. LR 1032-1 "Multigrade Cold Mix Asphalt" (Eff. 1/1/07), (Rev. 2/1/07). Developed to repulace road mix and traveling Emulsified Prime into a single special provision. LR 1	LR 107-3		"Disadvantaged Business Enterprise Participation" (Eff. 1/1/07). Developed to require DBE utilization plans to	
LR 108 "Combination Bids (Eff. 1/1/94) (Rev. 3/1/05). Developed to allow the revision of working days and calendar days. Revised to incorporate applicable portions of deleted Sections 102 & 103. LR 355-1 "Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10/1/73) (Rev. 1/1/07). LR 355-2 "Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10/1/73) (Rev. 1/1/07). "Bittuminous Treated Earth Surface (Eff. 1/1/07). Developed since Section 401 was eliminated from the 2007 Standard Specifications. LR 402 "Salt Stabilized Surface Course" (Eff. 2/20/63) (Rev. 1/1/07). LR 403-2 Bittuminous Hot Mix Sand Seal Coat" (Eff. 8/1/69) (Rev. 1/1/07). LR 420 "PCC Pavement (Special)" (Eff. 5/1/2/64) (Rev. 1/1/07). Developed to allow local agencies to construct quality PCC pavements for low volume roads. LR 442 "Bittuminous Patching Mixtures for Maintenance Use" (Eff. 10/1/91) (Rev. 2/1/07). Developed to reference approved bituminous patching mixtures. LR 450-1 "Furnishing Class SI Concrete" (Eff. 10/1/73) (Rev. 1/1/02). LR 503-2 "Furnishing Class SI Concrete" (Eff. 10/1/73) (Rev. 1/1/02). LR 503-2 "Furnishing Class SI Concrete (Short Load)" (Eff. 1/1/89) (Rev. 1/1/07). Developed to allow a load charge to be added when short loads are expected during the contract. LR 663 "Calcium Chloride Applied" (Eff. 6/1/58) (Rev. 1/1/07). LR 663 "Calcium Chloride Applied" (Eff. 6/1/58) (Rev. 1/1/07). Developed to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs. LR 1004 "Coarse Aggregate for Bituminous Surface Treatment" (Eff. 11/1/02) (Rev 1/1/07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt. "Penetrating Emulsified Prime into a single special provision. LR 1032-1 "Penetrating Emulsions" (Eff. 1/1/07) (Rev. 2/1/07). Developed to replace road mix and traveling plant "Road Mi	LR 107-4	Χ	"Insurance" (Eff. 2/1/07). Developed based on recommendations from IACE Policy Committee to ensure	
LR 212 "Shaping Roadway" (Eff. 8/1/69) (Rev. 1/1/02). LR 355-1 "Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10/1/73) (Rev. 1/1/07). LR 400 "Stituminous Treated Earth Surface (Eff. 1/1/07). Developed since Section 401 was eliminated from the 2007 Standard Specifications. LR 402 "Salt Stabilized Surface Course" (Eff. 2/20/63) (Rev. 1/1/07). LR 403-2 Bituminous Hot Mix Sand Seal Coat" (Eff. 8/1/69) (Rev. 1/1/07). LR 404 "PCC Pavement (Special)" (Eff. 5/12/64) (Rev. 1/1/07). Developed to allow local agencies to construct quality PCC pavements for low volume roads. LR 442 "Bituminous Patching Mixtures for Maintenance Use" (Eff. 1/1/04) (Rev. 2/1/07). Developed to reference approved bituminous patching mixtures. LR 451 "Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10/1/91) (Rev. 1/1/07). LR 503-1 "Furnishing Class SI Concrete" (Eff. 10/1/73) (Rev. 1/1/02). LR 503-2 "Furnishing Class SI Concrete (Short Load)" (Eff. 1/1/08) (Rev. 1/1/02). Developed to allow a load charge to be added when short loads are expected during the contract. LR 542 "Pipe Culverts, Type (Furnished)" (Eff. 9/1/64) (Rev. 1/1/07). LR 663 "Calcium Chloride Applied" (Eff. 6/1/58) (Rev. 1/1/07). LR 702 "Canstruction and Maintenance Signs" (Eff 1/1/04) (Rev 1/1/07). Developed to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs. LR 1004 "Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1/1/02) (Rev 1/1/07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt. LR 1032-1 "Penetrating Emulsions" (Eff. 1/1/07) (Rev. 2/1/07). Developed to provide the material specification for Multigrade Cold Mix Asphalt" (Eff. 1/1/07) (Rev. 2/1/07). Developed to replace road mix and traveling Plant Wix Equipment" (Eff. 1/1/07). Developed to replace road mix and traveling plant	LR 108		"Combination Bids (Eff. 1/1/94) (Rev. 3/1/05). Developed to allow the revision of working days and calendar	
LR 355-1 "Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10/1/73) (Rev. 1/1/07)	IR 212		"Shaping Roadway" (Fff. 8/1/69) (Rev. 1/1/02).	
LR 355-2 LR 400 "Bituminous Treated Earth Surface (Eff. 1/10/7). Developed since Section 401 was eliminated from the 2007 Standard Specifications. LR 402 "Sati Stabilized Surface Course" (Eff. 2/20/63) (Rev. 1/1/07). LR 403-2 Bituminous Hot Mix Sand Seal Coat" (Eff. 8/1/69) (Rev. 1/1/07). LR 420 "PCC Pavement (Special)" (Eff. 5/12/64) (Rev. 1/1/07). Developed to allow local agencies to construct quality PCC pavements for low volume roads. LR 442 "Bituminous Patching Mixtures for Maintenance Use" (Eff. 1/1/04) (Rev. 2/1/07). Developed to reference approved bituminous patching mixtures. LR 451 "Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10/1/91) (Rev. 1/1/07). LR 503-1 "Furnishing Class SI Concrete" (Eff. 10/1/73) (Rev. 1/1/02) LR 503-2 "Furnishing Class SI Concrete (Short Load)" (Eff. 1/1/89) (Rev. 1/1/02). Developed to allow a load charge to be added when short loads are expected during the contract. LR 542 "Pipe Culverts, Type (Furnished)" (Eff. 9/1/64) (Rev. 1/1/07). LR 663 "Calcium Chloride Applied" (Eff. 6/1/58) (Rev. 1/1/07) LR 702 "Construction and Maintenance Signs" (Eff. 1/1/04) (Rev 1/1/07). Developed to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs. LR 1004 "Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1/1/02) (Rev 1/1/07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt. LR 1013-1 "Rock Salt (Sodium Chloride)" (Eff. 8/1/69) (Rev. 1/1/02) "Penetrating Emulsified Prime into a single special provision. LR 1032-1 "Multigrade Cold Mix Asphalt" (Eff. 1/1/07) (Rev. 2/1/07). Developed to replace road mix and traveling plant LR 1020 "Multigrade Cold Mix Asphalt" (Eff. 1/1/07) (Rev. 2/1/07). Developed to replace road mix and traveling plant			"Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10/1/73) (Rev. 1/1/07)	
LR 400 "Bituminous Treated Earth Surface (Eff. 1/1/07). Developed since Section 401 was eliminated from the 2007 Standard Specifications			"Asphalt Stabilized Base Course, Plant Mix" (Eff. 2/20/63) (Rev. 1/1/07)	
LR 402 LR 403-2 LR 403-2 LR 403-2 Bituminous Hot Mix Sand Seal Coat" (Eff. 8/1/69) (Rev. 1/1/07) LR 420 "PCC Pavement (Special)" (Eff. 5/12/64) (Rev. 1/1/07). Developed to allow local agencies to construct quality PCC pavements for low volume roads. LR 442 "Bituminous Patching Mixtures for Maintenance Use" (Eff 1/1/04) (Rev. 2/1/07). Developed to reference approved bituminous patching mixtures. LR 451 "Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10/1/91) (Rev. 1/1/07). LR 503-1 "Furnishing Class SI Concrete" (Eff. 10/1/73) (Rev. 1/1/02). "Furnishing Class SI Concrete (Short Load)" (Eff. 1/1/89) (Rev. 1/1/02). Developed to allow a load charge to be added winen short loads are expected during the contract. LR 542 "Pipe Culverts, Type (Furnished)" (Eff. 9/1/64) (Rev. 1/1/07). LR 663 "Calcium Chloride Applied" (Eff. 6/1/58) (Rev. 1/1/07). LR 702 "Construction and Maintenance Signs" (Eff 1/1/04) (Rev 1/1/07). Developed to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs. LR 1004 "Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1/1/07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt. LR 1013 "Rock Salt (Sodium Chloride)" (Eff. 8/1/69) (Rev. 1/1/02). "Penetrating Emulsions" (Eff. 1/1/07) (Rev. 2/1/07). Developed to combine Penetrating Emulsified Asphalt and Penetrating Emulsified Prime into a single special provision. LR 1032-2 "Multigrade Cold Mix Asphalt" (Eff. 1/1/07) (Rev. 2/1/07). Developed to replace road mix and traveling plant LR 1002 "Road Mix or Traveling Plan Mix Equipment" (Eff. 1/1/07). Developed to replace road mix and traveling plant			"Bituminous Treated Earth Surface (Eff. 1/1/07). Developed since Section 401 was eliminated from the 2007 Standard Specifications.	
LR 403-2 LR 420 "PCC Pavement (Special)" (Eff. 8/1/69) (Rev. 1/1/07). Developed to allow local agencies to construct quality PCC pavements for low volume roads. LR 442 "Bituminous Patching Mixtures for Maintenance Use" (Eff 1/1/04) (Rev. 2/1/07). Developed to reference approved bituminous patching mixtures. LR 451 "Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10/1/91) (Rev. 1/1/07) LR 503-1 "Furnishing Class SI Concrete" (Eff. 10/1/73) (Rev. 1/1/02) LR 503-2 "Furnishing Class SI Concrete (Short Load)" (Eff. 1/1/89) (Rev. 1/1/02). Developed to allow a load charge to be added when short loads are expected during the contract. LR 542 "Pipe Culverts, Type (Furnished)" (Eff. 9/1/64) (Rev. 1/1/07). LR 702 "Calcium Chloride Applied" (Eff. 6/1/58) (Rev. 1/1/07). Developed to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs. LR 1004 "Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1/1/02) (Rev 1/1/07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt. LR 1013 "Rock Salt (Sodium Chloride)" (Eff. 8/1/69) (Rev. 1/1/02). LR 1032-1 "Penetrating Emulsified Prime into a single special provision. LR 1032-2 "Multigrade Cold Mix Asphalt" (Eff. 1/1/07) (Rev. 2/1/07). Developed to replace road mix and traveling plant LR 1004 "Road Mix or Traveling Plan Mix Equipment" (Eff. 1/1/07). Developed to replace road mix and traveling plant	LR 402		"Salt Stabilized Surface Course" (Eff. 2/20/63) (Rev. 1/1/07)	
PCC pavements for low volume roads. "Bituminous Patching Mixtures for Maintenance Use" (Eff 1/1/04) (Rev. 2/1/07). Developed to reference approved bituminous patching mixtures. LR 451 "Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10/1/91) (Rev. 1/1/07)	LR 403-2		Bituminous Hot Mix Sand Seal Coat" (Eff. 8/1/69) (Rev. 1/1/07)	
approved bituminous patching mixtures. LR 451 "Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10/1/91) (Rev. 1/1/07)	LR 420		PCC pavements for low volume roads.	
LR 503-1 "Furnishing Class SI Concrete" (Eff. 10/1/73) (Rev. 1/1/02)	LR 442		approved bituminous patching mixtures.	
#Furnishing Class SI Concrete (Short Load)" (Eff. 1/1/89) (Rev. 1/1/02). Developed to allow a load charge to be added when short loads are expected during the contract. #Pipe Culverts, Type (Furnished)" (Eff. 9/1/64) (Rev. 1/1/07)	LR 451		"Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10/1/91) (Rev. 1/1/07)	
to be added when short loads are expected during the contract. LR 542 "Pipe Culverts, Type (Furnished)" (Eff. 9/1/64) (Rev. 1/1/07)	LR 503-1		"Furnishing Class SI Concrete" (Eff. 10/1/73) (Rev. 1/1/02)	
LR 542 "Pipe Culverts, Type (Furnished)" (Eff. 9/1/64) (Rev. 1/1/07)	LR 503-2		to be added when short loads are expected during the contract	
LR 663 LR 702 "Construction and Maintenance Signs" (Eff 1/1/04) (Rev 1/1/07). Developed to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs. LR 1004 "Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1/1/02) (Rev 1/1/07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt. LR 1013 LR 1032-1 "Penetrating Emulsions" (Eff. 1/1/07) (Rev. 2/1/07). Developed to combine Penetrating Emulsified Asphalt and Penetrating Emulsified Prime into a single special provision. LR 1032-2 "Multigrade Cold Mix Asphalt" (Eff. 1/1/07) (Rev. 2/1/07). Developed to replace road mix and traveling plant "Road Mix or Traveling Plan Mix Equipment" (Eff. 1/1/07). Developed to replace road mix and traveling plant	LR 542		"Pipe Culverts, Type (Furnished)" (Eff. 9/1/64) (Rev. 1/1/07)	
LR 702 "Construction and Maintenance Signs" (Eff 1/1/04) (Rev 1/1/07). Developed to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs. LR 1004 "Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1/1/02) (Rev 1/1/07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt. LR 1013 "Rock Salt (Sodium Chloride)" (Eff. 8/1/69) (Rev. 1/1/02). LR 1032-1 "Penetrating Emulsions" (Eff. 1/1/07) (Rev. 2/1/07). Developed to combine Penetrating Emulsified Asphalt and Penetrating Emulsified Prime into a single special provision. LR 1032-2 "Multigrade Cold Mix Asphalt" (Eff. 1/1/07) (Rev. 2/1/07). Developed to provide the material specification for Multigrade cold mix asphalt. LR 102 "Road Mix or Traveling Plan Mix Equipment" (Eff. 1/1/07). Developed to replace road mix and traveling plant			"Calcium Chloride Applied" (Eff. 6/1/58) (Rev. 1/1/07)	
LR 1004 "Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1/1/02) (Rev 1/1/07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt. LR 1013 LR 1032-1 "Rock Salt (Sodium Chloride)" (Eff. 8/1/69) (Rev. 1/1/02) "Penetrating Emulsions" (Eff. 1/1/07) (Rev. 2/1/07). Developed to combine Penetrating Emulsified Asphalt and Penetrating Emulsified Prime into a single special provision. LR 1032-2 "Multigrade Cold Mix Asphalt" (Eff. 1/1/07) (Rev. 2/1/07). Developed to provide the material specification for Multigrade cold mix asphalt. LR 102 "Road Mix or Traveling Plan Mix Equipment" (Eff. 1/1/07). Developed to replace road mix and traveling plant			sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs	
LR 1032-1 "Rock Salt (Sodium Chloride)" (Eff. 8/1/69) (Rev. 1/1/02)	LR 1004		"Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1/1/02) (Rev 1/1/07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate	
LR 1032-1 "Penetrating Emulsions" (Eff. 1/1/07) (Rev. 2/1/07). Developed to combine Penetrating Emulsified Asphalt and Penetrating Emulsified Prime into a single special provision. LR 1032-2 "Multigrade Cold Mix Asphalt" (Eff. 1/1/07) (Rev. 2/1/07). Developed to provide the material specification for Multigrade cold mix asphalt. LR 102 "Road Mix or Traveling Plan Mix Equipment" (Eff. 1/1/07). Developed to replace road mix and traveling plant	LR 1013		"Rock Salt (Sodium Chloride)" (Eff. 8/1/69) (Rev. 1/1/02)	
LR 1032-2 "Multigrade Cold Mix Asphalt" (Eff. 1/1/07) (Rev. 2/1/07). Developed to provide the material specification for Multigrade cold mix asphalt			"Penetrating Emulsions" (Eff. 1/1/07) (Rev. 2/1/07). Developed to combine Penetrating Emulsified Asphalt and	
LR 1102 "Road Mix or Traveling Plan Mix Equipment" (Eff. 1/1/07). Developed to replace road mix and traveling plant	LR 1032-2		"Multigrade Cold Mix Asphalt" (Eff. 1/1/07) (Rev. 2/1/07). Developed to provide the material specification for Multigrade cold mix asphalt.	
	LR 1102		"Road Mix or Traveling Plan Mix Equipment" (Eff. 1/1/07). Developed to replace road mix and traveling plant	

BDE SPECIAL PROVISIONS For the April 27 and June 15, 2007 Lettings

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

<u>File</u>	Name	<u>Pg#</u> ,		Special Provision Title	Effective	Revised
	80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
	80108			Asbestos Bearing Pad Removal	Nov. 1, 2003	
	72541			Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt	June 1, 1989	Jan. 2, 2007
				Surface Removal		
				(NOTE: This special provision was previously named "Asbestos		
				Waterproofing Membrane and Asbestos Bituminous Concrete Surface Removal".)		
*	80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Jan. 2, 2007
- 1.	50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
	5048I			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	156	Х	Cement	Jan. 1, 2007	· ,
*	80177	100		Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
	80029	159	Х	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2007
*	80178	167	X	Dowel Bars	April 1, 2007	de la company de
· · · · · · · ·	80167	168	X	Electrical Service Installation – Traffic Signals	Jan. 1, 2007	
*	80179			Engineer's Field Office Type A	April 1, 2007	er de la composition de la composition La composition de la
*	80175			Epoxy Pavement Markings	Jan. 1, 2007	
*	80180	169	Х	Erosion and Sediment Control Deficiency Deduction	April 1, 2007	
*	80168	170	$\frac{\lambda}{x}$	Errata for the 2007 Standard Specifications	Jan. 1, 2007	April 1, 2007
Annance - m	80169	179.		High Tension Cable Median Barrier	Jan. 1, 2007	than than the region along the contribute.
	80142	172	X	Hot-Mix Asphalt Equipment, Spreading and Finishing Machine	Jan. 1, 2005	Jan. 1, 2007
	00142	112	^	(NOTE: This special provision was previously named "Bituminous		
				Equipment, Spreading and Finishing Machine".)		
*	80181	7877		Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	April 1, 2007	
*	80136		_	Hot-Mix Asphalt Mixture IL-4.75	Nov. 1, 2004	April 1, 2007
	,00100	1 140		(NOTE: This special provision was previously named "Superpave		
			-	Bituminous Concrete Mixture IL-4.75".)		
********	80109	udaniemo mu		Impact Attenuators	Nov. 1, 2003	Jan. 1, 2007
	80110			Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
	80045			Material Transfer Device	June 15, 1999	Jan. 1, 2007
	80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2007
	80082			Multilane Pavement Patching	Nov. 1, 2002	
	80129			Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
*	80182			Notification of Reduced Width	April 1, 2007	na diamentana manana manan
b. c. was sens	80069	- what reason research		Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2007
	80022	173	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
	80148	175	X	Planting Woody Plants	Jan. 1, 2006	
	80134			Plastic Blockouts for Guardrail	Nov. 1, 2004	Jan. 1, 2007
	80119			Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2007
	80170			Portland Cement Concrete Plants	Jan. 1, 2007	
	80171	176	X	Precast Handling Holes	Jan. 1, 2007	
	80015			Public Convenience and Safety	Jan. 1, 2000	
	34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
	80157	178	X	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	Commence of the Commence of th
*	80172	180	X	Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	April 1, 2007

File	e <u>Name</u>	Pg#		Special Provision Title	<u>Effective</u>	<u>Revised</u>
-	80160			Reflective Crack Control Treatment	April 1, 2006	Jan. 1, 2007
5.	80183	186	X	Reflective Sheeting on Channelizing Devices	April 1, 2007	Land Committee C
	80151	187	Χ	Reinforcement Bars	Nov. 1, 2005	Jan. 1, 2007
	80164	İ		Removal and Disposal of Regulated Substances	Aug. 1, 2006	Jan. 1, 2007
*	80184			Retroreflective Sheeting, Nonreflective Sheeting, and Translucent	April 1, 2007	
				Overlay Film for Highway Signs	The Section of the Se	
1,,	80131	189	Х	Seeding	July 1, 2004	Jan. 1, 2007
				(NOTE: This special provision was previously named "Seeding and		
				Sodding".)		
	80152	191	X	Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2007
	80132	196	Х	Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
*	80127			Steel Cost Adjustment	April 2, 2004	April 1, 2007
	80153			Steel Plate Beam Guardrail	Nov. 1, 2005	Jan. 1, 2007
	80143	198	X	Subcontractor Mobilization Payments	April 2, 2005	
	80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
	80087	199	Х	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2007
*	80176	200	X	Thermoplastic Pavement Markings	Jan. 1, 2007	Landan and the same of the sam
	80161	202	Х	Traffic Signal Grounding	April 1, 2006	Jan. 1, 2007
	20338	204	Х	Training Special Provisions	Oct. 15, 1975	
	80154			Turf Reinforcement Mat	Nov. 1, 2005	Jan. 1, 2007
*	80185			Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and	April 1, 2007	
				Translucent Overlay Film for Highway Signs	للشاهية المبلية بسيستأنيين بد	المنبط المقادد
	80162			Uninterruptable Power Supply (UPS)	April 1, 2006	Jan. 1, 2007
	80149			Variable Spaced Tining	Aug. 1, 2005	Jan. 1, 2007
	80163	•		Water Blaster with Vacuum Recovery	April 1, 2006	Jan. 1, 2007
	80071	207	X	Working Days	Jan. 1, 2002	

The following special provisions have been deleted from use:

80139 Portland Cement This special provision is now covered in a BMPR Policy Memorandum "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

80120 Precast, Prestressed Concrete Members This special provision is now in BMPR's "Manual for Fabrication of Precast Prestressed Concrete Products".

80145 Suspension of Slipformed Parapets This special provision is no longer required.

The following special provisions are either in the 2007 Standard Specifications or the 2007 Recurring Special Provisions:

File Name	Special Provision Title	New Location	<u>Effective</u>	<u>Revised</u>
80156	Aggregate Shipping Tickets	Articles 1003.01(f), 1004.01(f) & 1005.01(d)	Jan. 1, 2006	
80128	Authority of Railroad Engineer	Article 105.02	July 1, 2004	
80065	Bituminous Base Course/Widening Superpave	Sections 355, 356, 1030 & 1102	April 1, 2002	Aug. 1, 2005
80050	Bituminous Concrete Surface Course	Article 406.13(b)	April 1, 2001	April 1, 2003
80066	Bridge Deck Construction	Sections 503, 1004, 1020 &1103	April 1, 2002	April 1, 2004
80118	Butt Joints	Article 406.08	April 1, 2004	April 1, 2005
80031	Calcium Chloride Accelerator for Portland Cement Concrete Patching	Recurring # 28	Jan. 1, 2001	

		N. J. and Para	T. C.	Davisas
File Name	Special Provision Title	New Location Article 421.04(a)	<u>Effective</u> Nov. 1, 2002	Revised Nov. 2, 2002
80077	Chair Supports	Sections 208, 542, 550,	April 1, 2001	Nov. 1, 2003
80051	Coarse Aggregate for Trench Backfill, Backfill and Bedding	1003 & 1004	April 1, 2001	1404. 1, 2000
80094	Concrete Admixtures	Article 1020.05(b) &	Jan. 1, 2003	July 1, 2004
0000-4	Onto Tarrixa o	Section 1021	•	•
80112	Concrete Barrier	Section 637	Jan. 1, 2004	April 2, 2004
80102	Corrugated Metal Pipe Culverts	Articles 542.04(d),	Aug. 1, 2003	July 1, 2004
		1006.01(a)(4) & 1006.03(d)		
80114	Curing and Protection of Concrete Construction	Sections 503, 1020 & 1022	Jan. 1, 2004	Nov. 1, 2005
80146	Detectable Warnings	Section 424	Aug. 1, 2005	
80144	Elastomeric Bearings	Section 1083	April 1, 2005	Jan. 1, 2003
31578	Epoxy Coating on Reinforcement	Sections 420, 483 & 606	April 1, 1997 Jan. 1, 2001	Aug. 1, 2003
80041	Epoxy Pavement Marking	Article 1095.04 Article 105.03(a)	Aug. 1, 2001	Nov. 1, 2001
80055	Erosion and Sediment Control Deficiency Deduction	Article 420.05(d)	Aug. 1, 2003	1407. 1, 2001
80103 80101	Expansion Joints Flagger Vests	Article 701.13	April 1, 2003	Jan. 1, 2006
80079	Freeze-Thaw Rating	Article 1004.02(f)	Nov. 1, 2002	.,
80073	Furnished Excavation	Section 204	Aug. 1, 2002	Nov. 1, 2004
80054	Hand Vibrator	Article 1103.17(a)	Nov. 1, 2003	•
80147	Illuminated Sign	Sections 801, 891 & 1084	Aug. 1, 2005	
80104	Inlet Filters	Section 280 &	Aug. 1, 2003	
		Article 1081.15(h)		
80080	Insertion Lining of Pipe Culverts	Section 543 &	Nov. 1, 2002	Aug. 1, 2003
		Article 1040.04	N 4 000E	A'I 4 0000
80150	Light Emitting Diode (LED) Pedestrian Signal Head	Sections 801, 881, & 1078	Nov. 1, 2005	April 1, 2006
80067	Light Emitting Diode (LED) Signal Head	Sections 801, 880 & 1078	April 1, 2002	Nov. 1, 2005
80081	Lime Gradation Requirements	Article 1012.03	Nov. 1, 2002 Nov. 1, 2004	April 1, 2006
80133	Lime Stabilized Soil Mixture	Section 310 Article 1042.10	April 1, 2006	April 1, 2000
80158	Manholes Minimum Lane Width with Lane Closure	Article 7042.10 Article 701.06	Jan. 1, 2005	
80137 80138	Mulching Seeded Areas	Section 251 &	Jan. 1, 2005	
00130	Mulching Geeded Areas	Article 1081.06(a)(4)	, =	
80116	Partial Payments	Article 109.07	Sept. 1, 2003	
80013	Pavement and Shoulder Resurfacing	Recurring # 14	Feb. 1, 2000	July 1, 2004
53600	Pavement Thickness Determination for Payment	Articles 407.03, 407.10,	April 1, 1999	Jan. 1, 2004
		420.03, 420.15 & 421.04		
80155	Payrolls and Payroll Records	Recurring #1 & #5	Aug. 10, 2005	
80130	Personal Protective Equipment	Article 701.12	July 1, 2004	
80073	Polymer Modified Emulsified Asphalt	Article 1032.06	Nov. 1, 2002	A!! O OOO4
80124	Portable Changeable Message Signs	Articles 701.15(j),	Nov. 1, 1993	April 2, 2004
00000	Destand Coment Coments	701.20(h) & 1106.02(j) Articles 1103.01 & 1103.02	Nov. 1, 2002	
80083	Portland Cement Concrete Portland Cement Concrete Patching	Sections 442, 701, 1013 &	Jan. 1, 2001	Jan. 1, 2004
80036	Portland Gement Concrete Patering	1020	odn. 1, 2001	0an. 1, 200 i
419	Precast Concrete Products	Sections 540, 1020 & 1042	July 1, 1999	Nov. 1, 2004
80084	Preformed Recycled Rubber Joint Filler	Articles 503.02, 637.02 &	Nov. 1, 2002	,
00004	Trojonnou ribojalou riabbol como me	1051.10	•	
80121	PVC Pipeliner	Recurring # 18	April 1, 2004	April 1, 2005
80159	Railroad Flaggers	Article 107.12	April 1, 2006	
80122	Railroad, Full-Actuated Controller and Cabinet	Articles 857.04,	April 1, 2004	
		1073.01(c)(2) &		
		1074.03(a)(5)e.	Aug 4 0000	
80105	Raised Reflective Pavement Markers (Bridge)	Articles 781.03(a), 781.05	Aug. 1, 2003	
		& 1096.01(b)		

File Name	Special Provision Title	New Location	<u>Effective</u>	Revised
80011	RAP for Use in Bituminous Concrete Mixtures	Sections 1030 & 1031	Jan. 1, 2000	April 1, 2002
80032	Remove and Re-Erect Steel Plate Beam Guardrail	Section 633	Jan. 1, 2001	Jan. 1, 2005
	and Traffic Barrier Terminals			
80085	Sealing Abandoned Water Wells	Section 672	Nov. 1, 2002	
80096	Shoulder Rumble Strips	Section 642	Jan. 1, 2003	
80140	Shoulder Stabilization at Guardrail	Article 630.06	Jan. 1, 2005	
80135	Soil Modification	Section 302	Nov. 1, 2004	April 1, 2006
80070	Stabilized Subbase and Bituminous Shoulders	Sections 312, 482, 1030 &	April 1, 2002	Aug. 1, 2005
	Superpave	1102		
80086	Subgrade Preparation	Section 301	Nov. 1, 2002	
80010	Superpave Bituminous Concrete Mixtures	Sections 406, 407 & 1030	Jan. 1, 2000	April 1, 2004
80039	Superpave Bituminous Concrete Mixtures (Low	Sections 406, 407 & 1030	Jan. 1, 2001	April 1, 2004
	ESAL)			
80092	Temporary Concrete Barrier	Section 704	Oct. 1, 2002	Nov. 1, 2003
80008	Temporary Module Glare Screen System	Recurring # 22	Jan. 1, 2000	
80106	Temporary Portable Bridge Traffic Signals	Recurring # 23	Aug. 1, 2003	
80098	Traffic Barrier Terminals	Section 631	Jan. 1, 2003	
57291	Traffic Control Deficiency Deduction	Article 105.03(b)	April 1, 1992	Jan. 1, 2005
80107	Transient Voltage Surge Suppression	Article 1074.03(a)(4)	Aug. 1, 2003	200
80123	Truck Bed Release Agent	Article 1030.08	April 1, 2004	
80048	Weight Control Deficiency Deduction	Article 109.01	April 1, 2001	Aug. 1, 2002
80090	Work Zone Public Information Signs	Recurring # 24	Sept. 1, 2002	Jan. 1, 2005
80125	Work Zone Speed Limit Signs	Article 701.14(b)	April 2, 2004	Jan. 1, 2006
80126	Work Zone Traffic Control	Articles 701.19 & 701.20	April 2, 2004	
80097	Work Zone Traffic Control Devices	Section 701 &	Jan. 1, 2003	Nov. 1, 2004
		Article 1106.02		

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

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

GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective: February 2, 2007

√ <u>Pg</u>	File Name	<u>Title</u>	Effective	Revised
#	OBODO	Decembed	-	
	GBSP2	Reserved Polymer Modified Portland Cement Mortar	June 7, 1994	Jan 1, 2007
	GBSP4	Permanent Steel Sheet Piling	Dec 15, 1993	Jan 1, 2007
	GBSP11		June 10, 1994	Jan 1, 2007
	GBSP12	Drainage System High-Load Multi-Rotational Bearings	Oct 13, 1988	Jan 1, 2007
	GBSP13	· · · · · · · · · · · · · · · · · · ·	April 20, 1994	Jan 1, 2007
	GBSP14	Jack and Remove Existing Bearings	July 12, 1994	Feb 2, 2007
	GBSP15	Three Sided Precast Concrete Structure	Jan 11, 1993	Jan 1, 2007
	GBSP16	Jacking Existing Superstructure	July 12, 1994	Jan 1, 2007
	GBSP17	Bonded Preformed Joint Seal	May 19, 1994	Jan 1, 2007
	GBSP18	Modular Expansion Joint	May 19, 1994	Jan 1, 2001
	GBSP19	Reserved Control of Friedrice Steel	lune 20, 2002	Jan 1, 2007
	GBSP21	Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	
	GBSP22	Cleaning and Painting New Metal Structures	Sept 13, 1994	Jan 1, 2007
X 208	GBSP25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	Jan 1, 2007
	GBSP26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	Feb 2, 2007
	GBSP28	Deck Slab Repair	May 15, 1995	Feb 2, 2007
	GBSP29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995	Feb 2, 2007
	GBSP30	Bridge Deck Latex Concrete Overlay	May 15, 1995	Jan 1, 2007
	GBSP31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	Feb 2, 2007
	GBSP32	Temporary Sheet Piling	Sept 2, 1994	Jan 1, 2007
	GBSP33	Pedestrian Truss Superstructure	Jan 13, 1998	Jan 1, 2007
	GBSP34	Concrete Wearing Surface	June 23, 1994	Jan 1, 2007
	GBSP35	Silicone Bridge Joint Sealer	Aug 1, 1995	Jan 1, 2007
	GBSP36	Surface Preparation and Painting Req. for Weathering Steel	Nov 21, 1997	Feb 2, 2007
.	GBSP37	Underwater Structure Excavation Protection	April 1, 1995	Jan 1, 2007
	GBSP38	Mechanically Stabilized Earth Retaining Walls	Feb 3, 1999	Feb 2, 2007
	GBSP39	Reserved		
	GBSP40	Reserved		
	GBSP41	Reserved		
	GBSP42	Drilled Soldier Pile Retaining Wall	Sept 20, 2001	Feb 2, 2007
	GBSP43	Driven Soldier Pile Retaining Wall	Nov 13, 2002	Feb 2, 2007
	GBSP44	Temporary Soil Retention System	Dec 30, 2002	Jan 1, 2007
	GBSP45	Bridge Deck Thin Polymer Overlay	May 7, 1997	Jan 1, 2007
	GBSP46	Geotextile Retaining Walls	Sept 19, 2003	Jan 1, 2007
	GBSP47	High Performance Concrete Structures	Aug 5, 2002	Jan 1, 2007
	GBSP49	Reserved	-	
	GBSP50	Removal of Existing Non-composite Bridge Decks	June 21, 2004	Jan 1, 2007
	GBSP51	Pipe Underdrain for Structures	May 17, 2000	Jan 1, 2007
	GBSP52	Porous Granular Embankment (Special)	Sept 28, 2005	Jan 1, 2007
 	GBSP53	Structural Repair of Concrete	Mar 15, 2006	Jan 1, 2007
 	GBSP54	Reserved		·
 	GBSP55	Reserved for Curved Girder Erection Procedures		
	GBSP56	Setting Piles in Rock	Nov 14, 1996	Jan 1, 2007
 	GBSP57	Temporary Mechanically Stabilized Earth Retaining Walls	Jan 6, 2003	Jan 1, 2007
	GBSP58	Mechanical Splice	Sep 21, 1995	Jan 1, 2007
1 1	1 0 00 00	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	Jan 1, 2007

V	<u>Pg</u> #	File Name	<u>Title</u>	<u>Effective</u>	Revised
	_=	GBSP60	Containment and Disposal of Non-Lead Paint Cleaning Residues	Nov 25, 2004	Jan 1, 2007

LIST ADDITIONAL SPECIAL PROVISIONS BELOW		
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STATE OF ILLINOIS SPECIAL PROVISIONS

The following Special Provisions supplement the specifications listed in the table below, which apply to and govern the proposed improvement designated as Lake County Section <u>99-00169-05-WR</u>, and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

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

LOCATION OF IMPROVEMENT

This project is located along Sunset Avenue beginning 310 feet east of the intersection at Delany Road and extending 5172 feet east to the intersection at IL Route 131 (Green Bay Road.

DESCRIPTION OF IMPROVEMENT

The work consists of pavement reconstruction west of Northwestern Avenue and pavement widening and resurfacing east of Northwestern Avenue, to provide a 60 foot, 5-lane typical section from the LCDOT intersection project at Delany Road to IL Route 131 (Green Bay Road). The existing roadway path under the railroad viaduct will be utilized for the proposed eastbound lanes passing between the center and south piers of the viaduct. Two additional lanes will be constructed for westbound traffic, passing between the center and north pier of the viaduct. A paved median will be constructed between the lanes in the vicinity of the viaduct. The roadway will be widened and resurfaced from the intersection at Northwestern Avenue to just west of Green Bay Road. Additional work includes the construction of B-6.24 curb and gutter, removal and installation of storm sewer including additional pipe and structures, detention facilities, pavement markings and other related work. The intersection of Sunset Avenue and Northwestern Avenue will be reconfigured and the existing traffic signals replaced to accommodate the proposed 5-lane section.

ARTICLE 105.07 COOPERATION WITH UTILITIES

Effective: January 1, 2007

The Contractor shall coordinate with applicable utilities according to Article 105.07 of the "Standard Specifications" and the following:

The Contractor shall be aware of the location of all utilities and structures in the project area. The Contractor shall conduct construction operations to avoid damage to the above-mentioned utilities or structures.

Should any damage to utilities occur, due to the Contractor's negligence, the Contractor shall be responsible for making all repairs, in a manner acceptable to the Engineer. All costs associated with making the repairs shall be the responsibility of the Contractor.

The Contractor shall be aware of the locations of vehicle detector loops cut into the pavement. Any vehicle detector loop damaged by the Contractor's negligence shall be repaired by the Contractor in a manner acceptable to the Engineer. All costs associated with making the repairs shall be the responsibility of the Contractor.

The Contractor shall notify all utility owners of the proposed construction schedule, and shall coordinate construction operations with the utility owners so that relocation of utility lines and structures may proceed in an orderly manner. Notification shall be in writing with copies transmitted to the Engineer.

ARTICLE 105.09 SURVEY CONTROL POINTS

Effective: January 1, 2007

The Contractor shall furnish the Engineer with the materials required to establish survey control points according to Article 105.09 of the "Standard Specifications" and the following:

<u>Paint:</u> The Contractor shall furnish, at their expense, white, pink or purple pavement marking paint in aerosol cans, for use by the Engineer. The quality of the marking paint shall be as manufactured by Aervoe-Pacific Co. (distributed by Municipal Marking Distributors, Inc., Dundee, IL) or approved equal.

The Contractor and subcontractors shall only use white, pink or purple colors for their own markings. At no time will the Contractor use any of the J.U.L.I.E. utility colors listed in Article 107.31 of the "Standard Specifications".

<u>Hubs:</u> The Contractor shall furnish, at their expense, hubs for use by the Engineer according to the following:

- 1. Shall be 1 %" x %" x 18" (actual dimension).
- 2. Shall be furnished in securely banded (on each end) bundles of 25 pieces.
- 3. The material shall be kiln dried Douglas fir, oak or maple and surfaced on the 2 larger sides and without splits, pitch pockets, wane, knots or decayed wood.
- 4. The tapered end on each hub shall be pencil point tapered.

<u>Lath:</u> The Contractor shall furnish, at their expense, lath for use by the Engineer according to the following:

- 1. Shall be 1 1/8" x 1/2" x 48" (actual dimension).
- 2. Shall be furnished in securely banded (on each end) bundles of 50 pieces.
- 3. The material shall be kiln dried Douglas fir, oak or maple and surfaced on the 2 larger sides and without splits, pitch pockets, wane, knots or decayed wood.
- 4. The tapered end may be saw-cut tapered or pencil tapered.

SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Effective: January 1, 2007

The Contractor shall observe and comply with the Legal Regulations and Public Responsibilities according to Section 107 of the "Standard Specifications" and the following:

Protection of Existing Drainage Facilities During Construction: All existing drainage structures shall be kept free of debris resulting from construction operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered as incidental to the contract. Any debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with Section 602 and Article 104.02 respectively of the "Standard Specifications".

During construction, if the Contractor's forces encounter or otherwise becomes aware of any sewers, underdrains or field drains within the right-of-way other than those shown on the plans, they shall inform the Engineer. The Engineer shall direct the work necessary to maintain or replace the facilities in service, and to protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of non-compliance

Sunset Avenue – Delany Road to IL Route 131 (Green Bay Road) Section 99-00169-05-WR Lake County

with this provision shall be replaced at the Contractor's own expense. Should the Engineer direct the replacement of a facility, the necessary work and payment shall be done in accordance with Section 550, Section 601 and Article 104.02 respectively of the "Standard Specifications".

Maintenance of Roadway: On the date that the Contractor begins work on this project, the Contractor shall assume responsibility for the normal maintenance of all 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 required for this work will be provided by the Contractor as required by the Engineer.

The work involved in maintaining the existing pavement and shoulders as above specified, will be paid for separately at the respective contract unit prices for the various items of work involved unless specified elsewhere in these Special Provisions. Traffic control and protection required for this work shall be paid for as specified in these Special Provisions.

If no such items of work have 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 as extra work, in accordance with Article 109.04 of the "Standard Specifications".

Construction Safety and Health Standards: It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety, as determined under Federal Construction Safety and Health Standards.

ARTICLE 107.09 PUBLIC CONVENIENCE AND SAFETY

Effective: January 1, 2007

The Contractor shall limit public inconveniences safety conflicts according to Article 107.09 of the "Standard Specifications" and the following:

Keeping Roads Open to Traffic: All roads shall remain open to traffic. The Contractor may close one (through traffic) lane because of construction only between the hours of 9:00 AM and 3:00 PM. The Contractor shall maintain one-way traffic during these restricted hours on two lane highways with the use of signs and flaggers as shown on the Traffic Control Standard. On multi-lane highways the Contractor shall maintain at least one (through traffic) lane in each direction with the use of signs, barricades, and arrow boards as shown on the Traffic Control Standards. All lanes of traffic will be maintained between 3:00 PM and 9:00 AM and when no construction activities are being carried out.

Sunset Avenue – Delany Road to IL Route 131 (Green Bay Road) Section 99-00169-05-WR Lake County

The restricted lane closure time may be adjusted by the Resident Engineer. The Contractor shall provide a start and end time and a procedure plan 48 hours prior to the lane(s) to be closed. The Resident Engineer will notify the Contractor 24 hours in advance with the decision.

If the Contractor fails to provide notification or disregards the decision by the Resident Engineer the Traffic Control Deficiency Charge will be applied as stated in the Special Provisions for Traffic Control and Protection.

<u>Safety and Convenience:</u> The Contractor shall maintain entrances along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused by the Contractor, by complying with these requirements shall be considered as incidental to the contract and no additional compensation will be allowed.

Contractors shall plan their work so that there will be no open holes in the pavement and that all barricades will be removed from the roadway during non-working hours, except where required for public safety.

ARTICLE 107.12 PROTECTION OF RAILROAD TRAFFIC AND PROPERTY

Effective: January 1, 2007

The Contractor shall perform work on the Railroad's right-of-way according to Article 107.12 of the "Standard Specifications" and the following:

If railroad flaggers are required per Article 107.12 of the "Standard Specifications", the Contractor's lump sum bid price for TRAFFIC CONTROL AND PROTECTION shall include the cost of providing railroad flaggers. It shall be the Contractor's responsibility to contact the Railroad to determine the need for flaggers, and to make the associated scheduling arrangements with the Railroad. The contact person for the Railroad is:

Railroad:

Union Pacific Railroad

Name:

Daryl Clark

Address:

301 West Lake Street

Northlake, IL 60164

Phone:

(708) 649-5273

In addition, the Contractor shall provide, and be paid for, Railroad Protective Liability Insurance in accordance with Article 107.11 of the "Standard Specifications", BDE 80157, Railroad Protective Liability Insurance (5 and 10), included herein and the requirements of Exhibit C, Contractor's Right of Entry Agreement, included herein.

The Contractor and <u>All</u> Subcontractors are required to execute a CONTRACTOR'S RIGHT OF ENTRY AGREEMENT with the Union Pacific Railroad prior to performing any work on the project site. A copy of the **Agreement** is located on page 207 these specifications. The cost of each agreement is \$500.00.

The Contractor will include the cost of the necessary agreements in the pay item for RAILROAD PROTECTIVE LIABILITY INSURANCE.

ARTICLE 107.20 PROTECTION AND RESTORATION OF PROPERTY

Effective: January 1, 2007

The Contractor shall protect and restore property according to Article 107.12 of the "Standard Specifications" and the following:

<u>Trees and Shrubs:</u> Extra care shall be exercised when operating equipment around trees or shrubs. Injured branches or roots shall be pruned in a manner satisfactory to the Engineer and shall be painted where the cut was made. Roots exposed during excavating operations shall be neatly pruned and covered with topsoil. This work shall be done as soon as possible and shall be considered as incidental to the contract, and no additional compensation will be allowed.

ARTICLE 107.25 PROTECTION AND RESTORATION OF TRAFFIC SIGNS

Effective: January 1, 2007

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

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

ARTICLE 107.27 INSURANCE

Effective: January 1, 2007

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

1.0 Hold Harmless Clause

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

2.0 Liability Insurance

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

2.1 Commercial General Liability

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

2.2 Worker's Compensation

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

2.3 Employer's Liability

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

2.4 Automobile Liability

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

2.5 Minimum Limits of Liability

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

2.5.1 Commercial General Liability Insurance

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

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

2.5.2 Employers Liability Insurance

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

2.5.3 Automobile Liability

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

\$1,000,000

2.6 Insurance Conditions

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

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

2.7 Certificates of Insurance

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

- 2.7.1 Be provided with a 30 day prior notice, in writing, of Notice of Cancellation, Non-Renewal, or material change specified within an endorsement by the insurance company.
- <u>2.7.2</u> Be provided with certificates of insurance evidencing the endorsement <u>and</u> endorsement as specified above and required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals, replacements and endorsements of said policies of insurance at least 15 days prior to expiration, cancellation or non-renewal of such policies.

2.8 Duration of Coverage

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

2.9 Failure to Comply

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

3.0 Payment

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

ARTICLE 107.29 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

Effective January 1, 2007

Work under construction shall be opened to traffic according to Article 107.29 of the "Standard Specifications" and the following:

The Contractor shall work expeditiously to open traffic lanes closed due to roadwork. The Engineer shall be the sole judge of when a lane is ready to be opened to traffic. The opening of a lane to traffic shall be in accordance to Section 107.29 of the "Standard Specifications".

Roadwork requiring a closure of a lane, which has been opened previously to traffic, will be allowed at the discretion of the Engineer and under the following conditions:

- 1. The lane closure shall only be in effect while workers are present in or near the closed lane.
- 2. The closed lane will be reopened to traffic at the end of the workday.
- 3. All traffic control devices pertaining to the lane closure shall be removed from the roadway at the end of the workday.

ARTICLE 107.30 CONTRACTOR'S RESPONSIBILITY FOR WORK

Effective January 1, 2007

<u>Partners in Excellence</u>: The Contractor shall be responsible for all work on the project according to Article 107.30 of the "Standard Specifications".

Additionally the Contractor shall be eligible for Lake County's **Partners in Excellence** award program to recognize premier suppliers to Lake County. In order to qualify, contractors must provide on-time delivery of products/services, meeting or exceeding time allowed; provide value added assistance, i.e. trouble shooting, suggestions for operational improvements/efficiencies, new product information, etc., and; be rated Excellent (a score of 5) by a using department after one year of service.

SECTION 108 PROSECUTION AND PROGRESS

Effective January 1, 2007

It is the intent of the County that this project be constructed in an orderly and timely manner. Toward this end, the Contractor shall take special note of the provisions of Article 105.06, Article 108.01 paragraph 2, and Article 108.02 of the "Standard Specifications" which shall be adhered to.

The Contractor shall coordinate all work between their forces and subcontractors to enable completion within the allotted working days.

Special Provisions for Pay Items

20100110 TREE REMOVAL (6 TO 15 UNITS DIAMETER)

Effective: January 1, 2007

Description: This work shall consist of cutting, grubbing, removal and disposal of trees and stumps.

General: The work shall be performed according to Article 201.04 of the "Standard Specifications" and the following:

Cut trees and limbs shall be disposed of within 5 working days. The cut trees and limbs shall be disposed of according to Article 202.03 of the "Standard Specifications".

Method of Measurement: Tree Removal will be measured for payment according to Article 201.10(b) of the "Standard Specifications".

Basis of Payment: This work will be paid for at the contract unit price per unit diameter for TREE REMOVAL (6 TO 15 UNITS DIAMETER).

20101100 TREE TRUNK PROTECTION

Effective: January 1, 2007

Description: This work shall consist of furnishing, installing and removing tree trunk protection for trees adjacent to the project site.

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General: The work shall be performed according to Article 201.05 of the "Standard Specifications" and the following:

Prior to construction, the Contractor shall install a snow fence or other highly visible barrier around designated trees in a manner meeting the Engineer's approval. Visual barriers, such as single strand wire or plastic flagging, are not acceptable for this purpose. The barrier shall be maintained in the proper location and in good repair until the completion of construction. Removal and disposal of the barrier shall be the Contractor's responsibility.

Method of Measurement: Tree Trunk Protection will be measured for payment as each per tree according to Article 201.10(c) of the "Standard Specifications".

Basis of Payment: This work will be paid for at the contract unit price per each for TREE TRUNK PROTECTION.

20101200 TREE ROOT PRUNING

Effective: January 1, 2007

Description: This work shall consist of pruning existing tree roots prior to trenching or excavation operations.

General: The work shall be performed according to Article 201.06 of the "Standard Specifications" and the following:

Before any trenching or excavation in the area of a tree, tree roots shall be cut with appropriate root pruning equipment to a minimum of 24" deep. The cuts shall be made 6" to 12" closer to the tree than the construction limit. This allows for root regeneration (within the 6" to 12" area) during the construction period. Pruning shall not be done at the construction limit, since the cut surfaces of the roots will remain exposed resulting in root dieback.

Method of Measurement: Tree Root Pruning will be measured for payment as each per tree according to Article 201.10(d) of the "Standard Specifications".

Basis of Payment: This work will be paid for at the contract unit price per each for TREE ROOT PRUNING.

20200100 EARTH EXCAVATION

Effective: January 1, 2007

Description: This work shall consist of the excavation and transportation of suitable excavated material to embankment locations throughout the limits of the project. This

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work shall also consist of the excavation, transportation and disposal of excess and unsuitable materials.

General: This work shall conform to the requirements of Section 202 of the "Standard Specifications" and the following:

For this Project the Earth Excavation shall consist of:

- 1. \boxtimes Excavation to the subgrade elevation.
- 2. Excavation for topsoil placement.
- 3. The removal of bituminous material not included in any other pay item.
- 4. \(\sum \) Undercutting, as determined by the Engineer to include:
 - a. \boxtimes Removal of existing topsoil under proposed embankment.
 - b. Removal of unsuitable material in wet areas.
- 5. Undercutting, based on the recommendations of the soil survey and report.
 - a. An estimated quantity of excavation for undercutting has been included in the quantity of Earth Excavation and is shown on the plans.
 - b. Undercutting may be employed only at the discretion of the Engineer after it has been determined that the provisions of Section 301 of the "Standard Specifications" will not yield sufficient results to allow the timely progress of the project.

Removal and disposal of unstable, unsuitable and/or excess material will not be paid for separately, but is incidental to and included in the contract unit price for Earth Excavation. All unstable, unsuitable and/or excess material shall be disposed of outside the right-of-way according to Article 202.03 of the "Standard Specifications".

Earth moved more than once due to construction staging and/or procedures selected by the Contractor, will not be paid for separately, but shall be considered included in the cost of Earth Excavation.

A Soil Survey and Report:	is included in this Special Provisions book.
	is available for inspection and review at LCDOT.
	was not performed.

Method of Measurement: Earth Excavation will be measured in its original position and the volume in cubic yards computed by the method of average end areas.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard for EARTH EXCAVATION.

20700300 POROUS GRANULAR EMBANKMENT, SPECIAL

Effective: January 1, 2007

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

embankment.

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

Only Crushed Stone, Crushed Blast Furnace Slag, or Crushed Concrete meeting the requirements in the table will be permitted.

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

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

Steel slag and other expansive materials will not be permitted.

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

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

A vibratory roller shall be used to roll each lift of material to obtain the desired keying or interlock and necessary compaction. The Engineer will verify that adequate keying has been obtained.

Porous Granular Embankment, Special shall be used in all widening and pavement reconstruction areas as shown on the plans. Undercut and PGE placement in addition to the plan thickness will be done as field conditions warrant. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown in the plans.

Method of Measurement: Porous Granular Embankment, Special will be measured for payment in tons according to Article 311.08(b) of the "Standard Specifications".

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

20800150 TRENCH BACKFILL

Effective: January 1, 2007

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

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

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

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

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

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

21101615 TOPSOIL FURNISH AND PLACE, 4"

Effective: January 1, 2007

Description: This work shall consist of furnishing, excavating, transporting and placing topsoil.

Materials: The topsoil shall be furnished from outside the right-of-way and shall be according to Article 1081.05(a) of the "Standard Specifications".

General: The work shall be performed according to Section 211 of the "Standard Specifications" and the following:

The work shall also comply with the "Illinois State Agency Historic Resources Preservation Act" (Public Act 86-707, effective January 1, 1990). Under this Act:

- 1. The Contractor shall complete an Environmental Survey Request Form for Borrow/Waste/Use Areas (BDE form 2289 1/96 included herein), along with all required attachments, and submit them to the Engineer at the earliest possible date.
- 2. The Engineer shall submit the Environmental Survey Request to the Illinois Department of Transportation for review and approval. Any costs incurred associated with said review and approval will be borne by the Contractor.
- 3. The Contractor shall not begin work on any Borrow/Use areas until the Environmental Survey Request has been approved.

The Contractor shall collect one representative soil sample from the proposed growing surface which shall be analyzed by an agricultural laboratory approved by the Engineer. The Contractor shall submit the proposed laboratory name and address to the Engineer at the pre-construction conference. The soils analysis shall include (but is not limited to) the recommended application rates of nitrogen and potassium fertilizer nutrients.

Plan quantities reflect a 4" thick topsoil placement in all disturbed areas.

Method of Measurement: Topsoil Furnish and Place will be measured for payment in square yards according to Article 211.07 of the "Standard Specifications".

Basis of Payment: This work will be paid for at the contract unit price per square yard for TOPSOIL FURNISH AND PLACE, 4". The cost of the soil analysis will not be paid for separately, but will be included in the cost of TOPSOIL FURNISH AND PLACE, 4".

21301052 EXPLORATION TRENCH 52" DEPTH

Effective: January 1, 2007

Description: This work shall consist of constructing a trench for the purpose of locating existing tile lines, farm underdrains, or other underground appurtenances within the construction limits of the proposed improvement.

General: The work shall be performed according to Section 213 of the "Standard Specifications". Exploration trench(s) shall be constructed at location(s) as directed by the Engineer.

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The trench shall be deep enough to expose the underground line, and the width of the trench shall be sufficient to allow proper investigation to determine if the tile line needs to be replaced.

Method of Measurement: An estimated length of exploration trench is included in the summary of quantities to establish a unit price only. The exploration trench will be measured for payment in feet of actual trench constructed.

Basis of Payment: This work will be paid for at the contract unit price per foot for EXPLORATION TRENCH 52" DEPTH. Payment will be based on the actual length of trench explored without a change in unit price because of adjustment in plan quantities, and no extra compensation will be allowed for any delays, inconveniences or damage sustained by the Contractor in performing the work.

25000210 **SEEDING, CLASS 2A**

Effective: January 1, 2007

Description: This work shall consist of preparing the seed bed and placing the seed required in seeding operations in the areas shown on the plans.

Materials: The seed mixture shall be according to Article 250.07 of the "Standard Specifications". The seeds shall be according to Article 1081.04 of the "Standard Specifications".

General: The work shall be performed according to Section 250 of the "Standard Specifications", and the following:

Permanent seeding operations shall be permitted only between March 15th and May 31st and between August 1st and September 30th.

Seeding will not be allowed during the month of June, July or October. If seeding is necessary after October 31, the mixture used shall be 50% more than the Class 2A requirements as listed in Article 250.07 of the "Standard Specifications". No additional compensation for the extra mixture will be allowed.

Method of Measurement: Seeding, Class 2A will be measured for payment in acres of the surface area seeded.

Basis of Payment: This work will be paid for at the contract unit price per acre for SEEDING, CLASS 2A.

28000400 PERIMETER EROSION BARRIER

Effective: January 1, 2007

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

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

The perimeter erosion barrier shall be limited to silt filter fence according to Article 1080.02 of the "Standard Specifications".

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

Basis of Payment: This work will be paid for at the contract unit price per foot for PERIMETER EROSION BARRIER.

35100100 AGGREGATE BASE COURSE, TYPE A

Effective: January 1, 2007

Description: This work shall consist of furnishing and placing aggregate base course on a prepared subgrade or subbase.

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

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

General: The work shall be performed according to Section 351 of the "Standard Specifications".

Method of Measurement: Aggregate Base Course will be measured for payment in tons according to Article 311.08(b) of the "Standard Specifications".

Basis of Payment: This work will be paid for at the contract unit price per ton for AGGREGATE BASE COURSE, TYPE A.

40600100 BITUMINOUS MATERIALS (PRIME COAT)

Effective: January 1, 2007

Description: This work shall consist of furnishing and placing a prime coat on a prepared base or hot-mix asphalt layer.

Materials: The bituminous materials shall be according to Section 1032 of the "Standard Specifications" except that the material shall be limited as follows:

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.

General: The work shall be performed according to Article 406.06(b) of the "Standard Specifications" and the following:

Prime Coat material shall be SS-1 on hot-mix asphalt surfaces and MC30 on aggregate surfaces.

The Contractor shall erect, to the Engineer's satisfaction, 36 inch (minimum size) FRESH OIL AHEAD, signs prior to applying the prime coat.

Shields, covers or other suitable equipment shall be provided by the Contractor to protect the motoring public, adjoining pavement, curbs, and/or structures during the application of the prime coat.

Method of Measurement: 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 a certified weigh master. The quantity in gallons shall be computed according to Article 1032.02 of the "Standard Specifications".

Basis of Payment: This work will be paid for at the contract unit price per gallon for BITUMINOUS MATERIALS (PRIME COAT).

42001300 PROTECTIVE COAT

Effective: January 1, 2007

Description: This work shall consist of applying a protective coat to exposed concrete surfaces.

Materials: The protective coat shall be according to Article 1023.01 of the "Standard Specifications".

General: The work shall be performed according to Article 420.18 of the "Standard Specifications" except that:

The protective coat shall be applied to the exposed surfaces of all concrete pavements and appurtenances regardless of the calendar date limitations contained in the first paragraph of Article 420.18 of the "Standard Specifications".

Method of Measurement: The exposed surfaces of all concrete pavements and appurtenances will be measured in place and the area computed in square yards.

Basis of Payment: This work will be paid for at the contract unit price per square yard for PROTECTIVE COAT.

44000155 HOT-MIX ASPHALT SURFACE REMOVAL

Effective: January 1, 2007

Description: This work shall consist of removing the existing hot-mix asphalt (HMA) surface to a depth specified on the plans with a self propelled milling machine.

General: The work shall be performed according to Section 440 of the "Standard Specifications" and the following:

If the milling machine cuts too deep or tears out areas of the existing pavement which were to be sayed, the holes shall be filled with leveling binder at the Contractor's expense.

Temporary ramps at butt joints must be provided according to Article 406.08 of the "Standard Specifications."

Penalty – Failure by the Contractor to provide a temporary bituminous ramp shall be grounds for assessment of a penalty of \$100.00 per day, per ramp location, for each calendar day thereafter that such facility remains incomplete, after written notification from the Engineer. Such penalty shall be deducted from monies due or to become due to the Contractor under the Contract.

Method of Measurement: Hot-Mix Asphalt Surface Removal will be measured for payment in place and the area computed in square yards for each specified increment thickness of material removed.

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

44201974	CLASS D PATCHES, TYPE I
44201976	CLASS D PATCHES, TYPE II
44201978	CLASS D PATCHES, TYPE III
44201980	CLASS D PATCHES, TYPE IV

Effective: January 1, 2007

Description: This work shall consist of removing the existing pavement, any necessary excavation of the subgrade, and placing new pavement, class D patch(s) of the type-specified, at locations designated by the Engineer.

Materials: The materials shall be according to Article 442.02 of the "Standard Specifications".

The Hot-Mix Asphalt Base Course will be designed and constructed in accordance with Section 355 of the "Standard Specifications".

General: The work shall be performed according to Section 442 of the "Standard Specifications" and the following:

The pavement patching shall be limited to 10" of Hot-Mix Asphalt Base Course.

The quantities in the plans are estimated. Actual size and location of patches will be determined in the field by the Engineer after the milling is complete. The total patching for the project is estimated at 5% of the total existing surface area (ESA). The total patching area is apportioned as follows:

Patch Type (% of Total Patching)	Patch Size Limits	Estimate Calculation
Type I (10%)	$<5 \text{ yd}^2 (5 \text{ m}^2)$	0.10 x 0.05 x ESA
TYPE II (15%)	$5 yd^2 (5 m^2) to < 15 yd^2 (15 m^2)$	0.15 x 0.05 x ESA
TYPE III (45%)	$15 \text{ yd}^2 (15 \text{ m}^2) \text{ to} < 25 \text{ yd}^2 (20 \text{ m}^2)$	0.45 x 0.05 x ESA
TYPE IV (30%)	$>25 \text{ yd}^2 (20 \text{ m}^2)$	0.30 x 0.05 x ESA

Method of Measurement: Class D Patches will be measured for payment in place, and the area computed in square yards.

Basis of Payment: CLASS D PATCHES will be paid for at the contract unit price per square yard for the depth and type specified.

50104400 CONCRETE HEADWALL REMOVAL

Effective: January 1, 2007

Description: This work shall consist of removing existing concrete headwalls.

General: The work shall be performed according to Section 501 of the "Standard Specifications" and the following:

The complete headwall shall be removed according to Article 501.04 of the "Standard Specifications".

The removed materials shall be disposed of according to Article 202.03 of the "Standard Specifications".

Method of Measurement: Concrete Headwall Removal will be measured for payment in place and counted as each regardless of size and shape.

Basis of Payment: This work will be paid for at the contract unit price per each for CONCRETE HEADWALL REMOVAL.

60100905	PIPE DRAINS 4"
60100915	PIPE DRAINS 6"

Effective: January 1, 2007

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

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

They shall be limited to the following items:

- (1) Polyvinyl Chloride (PVC) pipe [1040.03(a)]
- (o) Corrugated Polyvinyl Chloride (PVC) pipe with a smooth interior [1040.03(d)]

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

Method of Measurement: Contingency quantities of 4" and 6" pipe drain have been included in this contract so that if tile lines are encountered, a unit price will have been established for this work. Pipe drains shall be measured in place, in feet, of actual pipe installed.

Basis of Payment: This work will be paid for at the contract unit price per foot for PIPE DRAINS. Payment will be based on the actual length of pipe installed without a change in unit price because of adjustment in plan quantities, and no extra compensation will be allowed for any delays, inconveniences or damage sustained by the Contractor in performing the work.

60200805	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 8 GRATE
60201340	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 24 FRAME AND
	GRATE

Effective: January 1, 2007

Description: This work shall consist of constructing catch basins with frames and grates or frames and lids.

Materials: The materials shall be according to Article 602.02 of the "Standard Specifications".

General: The work shall be performed according to Section 602 of the "Standard Specifications", IDOT Standard Drawing 602001 and the following:

The half trap option as shown on Standard 602001 shall not be required. A 24" sump shall be provided.

Basis of Payment: This work will be paid for at the contract unit price per each for CATCH BASINS, TYPE A of the diameter specified, and with the frame and grate or frame and lid specified.

60214714 RESTRICTED DEPTH CATCH BASINS, 4'-DIAMETER, TYPE 24 FRAME AND GRATE 60225300 RESTRICTED DEPTH MANHOLES, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID

Effective: January 1, 2007

Description: This work shall consist of constructing restricted depth manholes and restricted depth catch basins with frames and grates/lids.

Materials: The materials shall be according to Article 602.02 of the "Standard Specifications".

General: The work shall be performed according to Section 602 of the "Standard Specifications", IDOT Standard Drawing 602001 [catch basin type A], IDOT Standard Drawing 602401 [manhole type A], and IDOT Standard Drawing 602601 [flat slab top] and the following:

The reinforced concrete slab will be used in lieu of the cone section.

A 24" sump will be provided in the Catch Basin.

For structures having Type 8 grates, a 24" inside diameter by 4" (minimum) high riser shall be installed on the flat slab to provide earth cover over the slab for vegetation.

Basis of Payment: This work will be paid for at the contract unit price per each for RESTRICTED DEPTH MANHOLES or RESTRICTED DEPTH CATCH BASINS, of the diameter specified, and with the frame and grate or frame and lid specified.

60247800 JUNCTION CHAMBER

Effective: January 1, 2007

Description: This work shall consist of constructing junction chambers of cast-in-place or precast reinforced concrete with frames and grates/lids, steps, and other appurtenances.

Materials: The materials shall be according to Article 602.02 of the "Standard Specifications" and the following:

Steps shall be cast gray iron conforming to Article 1006.14of the "Standard Specifications".

The backfill materials shall be according to Section 209 of the "Standard Specifications".

General: The work shall be performed according to Section 602 of the "Standard Specifications", the details shown on the plans and the following:

The cast-in-place junction chamber shall be constructed on a 6" thick aggregate base according to Section 351 of the "Standard Specifications".

Steps shall be embedded into the wall a minimum of 3" and shall not be extended on the outside. Unless otherwise specified on the plans, the minimum design live load for steps shall be a single concentrated load of 300 lbf.

The Contractor may use a precast concrete junction chamber with the Engineer's approval. Shop drawings for the precast alternative shall be submitted by the Contractor to the Engineer for approval, on sheets 24 inches by 36 inches in size, according to Article 504.04(a) of the "Standard Specifications". The shop drawings shall be signed and sealed by an Illinois Licensed Structural Engineer, certifying that the precast reinforced concrete junction chamber design is structurally adequate for the design loading shown on the plans.

Excavation and backfilling shall be according to the requirements of Section 502 of the "Standard Specifications".

Cleaning of the junction chambers shall be according to Article 602.14 of the "Standard Specifications".

Basis of Payment: This work will be paid for at the contract unit price per each for JUNCTION CHAMBER. The unit price shall include all work and materials necessary to complete the work.

60257700 MANHOLE ADJUSTING RING

Effective: January 1, 2007

Description: This work shall consist of furnishing and installing manhole adjusting rings to all structures with Type 1 frames that are being installed in the parkway at 3:1 slope as shown on the plans.

General: The work shall be performed according to Article 603.08 of the "Standard Specifications".

Basis of Payment: This work will be paid for at the contract unit price each for MANHOLE ADJUSTING RINGS.

SECTION 604 FRAMES, GRATES, AND MEDIAN INLETS

Effective: January 1, 2007

Description: This work shall be according to Section 604 of the "Standard

Specifications" and the following:

This work shall consist of providing an environmental notice prominently cast into the above grade portion of the frame or grate/lid for all new or proposed drainage structures.

General: The environmental notice shall be "DUMP NO WASTE, DRAINS TO WATERWAYS" or similar wording. The frames, lids and grates shall be according to Section 604 of the "Standard Specifications". The notice shall be cast into the Type 1 lids (open only), Type 8 grates and Type 11 grates.

The Type 24 frames and grates shall be supplied with separate grey iron or ductile iron plates with an environmental notice cast or engraved into them. The plates shall be installed flush in the curb head adjacent to the Type 24 frame and grate when the curb is poured. The plates shall be Neenah Foundry Company R-3000; East Jordan Iron Works, Inc. 7001PL1; or an approved equal.

Basis of Payment: This work will not be paid for separately, but shall be incidental to the drainage structure with frame and grate/lid specified.

60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12
60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24
60605100	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24
	(ABUTTING EXISTING PAVEMENT)

Effective: January 1, 2007

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

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

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

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

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

Method of Measurement: Combination Concrete Curb and Gutter, Type B-6.24 will be measured for payment in feet. The measurement will be made along the face of curb according to Article 606.14 of the "Standard Specifications". *Transitions between Type B-6.24 and Type M-2.24 Curb and Gutter or Type B-6.12 Curb and Gutter will be paid for at the contract unit price per foot for as Combination Concrete Curb and Gutter, Type B-6.24. The transition length will be 10 feet unless otherwise specified in the plans.*

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12, COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24, and COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (ABUTTING EXISTING PAVEMENT).

78100100 RAISED REFLECTIVE PAVEMENT MARKER

Effective: January 1, 2007

Description: This work shall consist of placing permanent raised reflective pavement markers.

Materials: The materials shall be according to Article 781.02 of the "Standard Specifications".

General: The work shall be performed according to Section 781 of the "Standard Specifications" and the following:

Sawcutting the pavement for the installation of raised pavement markers shall be done by means of dry cutting the pavement. The Contractor shall maintain the pavement and the surrounding area in clean, dry condition and shall vacuum the dust and millings from the pavement surface.

The method of cutting the pavement may be altered by the Contractor provided the pavement surface and the surrounding area are cleaned to the satisfaction of the Engineer. Alternate methods of cutting the pavement shall be approved by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER. The unit price shall include all costs for sawing and cleaning the pavement, regardless of the sawing method used.

78300200 RAISED REFLECTIVE PAVEMENT MARKER REMOVAL

Effective: January 1, 2007

Description: This work shall consist of removing existing raised reflective pavement markers.

General: The work shall be performed according to Section 783 of the "Standard Specifications" and the following:

The work shall include the removal of the raised reflective pavement marker and the patching the hole with hot-mix asphalt leveling binder. The leveling binder shall be compacted and leveled to the same elevation as the surrounding existing pavement surface.

Basis of Payment: This work will be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER REMOVAL. The unit price shall include all costs for removing the marker and placing the leveling binder.

88600600 DETECTOR LOOP REPLACEMENT

Effective: January 1, 2007

Description: This work shall consist of replacing damaged traffic signal detector loops.

General: The work shall be performed according to the applicable portions of Section 816, Section 879, and Section 886 of the "Standard Specifications", details as shown on the plans, and the following:

The Contractor shall notify the **County Traffic Engineer** at (847) 362-3950 prior to the beginning of any operation that may damage existing detector loops. If damage to detector loop(s) is unavoidable, the Contractor shall be responsible for replacement of the damaged detector loop(s). The work shall be performed by an approved electrical contractor as directed by the Engineer.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Engineer shall mark the location of the proposed loops, and contact the County Traffic Engineer at (847) 362-3950 to inspect and approve the layout.

To minimize the length of time that a signal operates without vehicle detection, detector loops for active traffic signal installations shall be installed in a timely manner. If in the opinion of the Engineer construction conditions are suitable for loop installation(s), the Engineer shall notify the Contractor to proceed. The detector loops shall be installed and fully operational within fourteen (14) calendar days following notification to proceed by the Engineer. This 14-day

period shall be in effect throughout the entire year, including the off-season, regardless of the Contractor's working day status. Failure by the Contractor to complete the loop installation(s) within the specified timeframe shall result in liquidated damages in the amount of \$500.00 per calendar day, per occurrence.

The contractor may reuse the existing conduit (unit duct) located between the existing handhole and the pavement. If the existing conduit is damaged or cannot be located, or if additional conduits are required to provide one lead-in duct for each proposed loop, the Contractor shall install new 1-inch unit duct conduit. When installing new conduit, the Contractor will need to drill through the existing pavement and into the existing handhole. The Contractor shall remove all burrs from the edges of new or existing conduits to reduce the potential for damaging the new loop wire.

Detector loop(s), which are to be installed in new asphalt pavement, must be installed below the surface course. Detector loop(s) shall be located to miss existing pavement cracks, if possible. The location of each dive hole shall be marked on the face of the curb, the edge of pavement, or the handhole, with a saw cut 1/4 inch deep by 4 inches long.

All new or replacement lead-in cables shall be connected to the loop interface panel using appropriate crimp-on, spade type connectors. The resistance to ground for new detector loops, measured at the traffic signal cabinet, shall be a minimum of 500 megaohms under any conditions of weather or moisture. Inductance shall be between 50 and 700 microhenries. Quality readings shall be more than 5.

Saw-cuts from the loop to the edge of pavement shall be perpendicular to the edge of pavement in order to minimize the length of the saw cut, unless otherwise directed by the Engineer or as shown on the plans.

The detector loop cable insulation shall be labeled with the cable specifications. Each detector loop lead-in wire shall be labeled in the handhole using a Panduit 250W175C waterproof tag or approved equal. The tag will be secured to each wire with nylon ties.

Loop sealant shall consist of a two-component thixotropic, chemically-cured polyurethane. The sealant will be Chemque Q-Seal 295, Perol Elastic Cement A/C Grade or an approved equal. The sealant shall be installed 1/8 inch below the surface. Excess sealant, which accumulates on the surface, shall be removed immediately. Loop sealant used to reseal existing loops shall be composed of an asphalt-based compound. The sealant will be Doseal 230 or an approved equal.

Method of Measurement: The Detector Loop Replacement will be measured in place in feet of the length measured along the sawed slot in the pavement containing the loop and lead-in. (For example, a 6-foot by 6-foot loop with an 8-foot lead-in shall be paid as 32 feet of DETECTOR LOOP REPLACEMENT.)

Basis of Payment: This work will be paid for at the contract unit price per foot of Detector Loop Replacement. The unit price shall include furnishing, installing, and testing the detector loop complete, in place. Drilling handholes, sawing the pavement, furnishing and installing unit-duct, cable splicing, trench/backfill, and restoration of landscaping shall also be included in the unit price.

Round loop(s), 6 feet in diameter may be substituted for the 6 feet by 6 feet square loop(s) and shall be paid for as 24 feet of DETECTOR LOOP REPLACEMENT.

89502380 REMOVE EXISTING HANDHOLE
89502385 REMOVE EXISTING CONCRETE FOUNDATION

Effective: January 1, 2007

Description: This work shall consist of removing existing handhole(s) and existing concrete foundation(s) as shown on the plans.

General: The work shall be performed according to Article 895.05 of the "Standard Specifications".

Basis of Payment: This work will be paid for at the contract unit price per each for REMOVE EXISTING HANDHOLE and REMOVE EXISTING CONCRETE FOUNDATION.

XX004592 MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE

Effective: January 1, 2007

Description: This work shall consist of constructing a type A manhole, with a type 1 frame, closed lid, and restrictor plate.

Materials: The materials shall be according to Article 602.02 of the "Standard Specifications".

General: The work shall be performed according to Section 602 of the "Standard Specifications", IDOT Standard Drawing 602401 and the following:

A restrictor plate shall be furnished and installed as shown on the plans.

Basis of Payment: This work will be paid for at the contract unit price per each for MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE.

X0301834 STORM SEWER TO BE FILLED

Effective: January 1, 2007

Description: This work shall consist of filling existing sewers and culverts, to be abandoned, with a Controlled Low-Strength Material (CLSM), that completely fills the inside of the pipe at locations shown on the plans.

Materials: The material shall be according to Section 1019 of the "Standard Specifications" and the following:

The material shall be modified with a high range water reducer according to Article 1021.03 of the "Standard Specifications", as required, to obtain suitable flow characteristics to completely fill the inside of the pipe.

General: The work shall be performed according to the applicable portions of Section 593 of the "Standard Specifications" and the following:

Unless the existing drainage structures are available for access, the CLSM shall be placed into the pipe by means of access holes cut into the top of the pipe. The excavated areas for the access holes shall be backfilled and compacted to the satisfaction of the Engineer. Backfill material at locations under new pavement shall be Trench Backfill according to the special provision included herein.

Other areas may be backfilled with suitable excavated material.

Method of Measurement: Storm Sewer to be Filled, will be measured for payment in place, in feet of existing storm sewer actually filled regardless of the diameter of the pipe.

Basis of Payment: This work will be paid for at the contract unit price per foot for STORM SEWER TO BE FILLED. The unit price shall include all labor, materials and equipment necessary to complete the work as specified. The work may require bulkheads, excavation, backfill and trench backfill.

X0320604 PAVEMENT REPLACEMENT, BITUMINOUS

Effective: January 1, 2007

Description: This work shall consist of removing existing pavement, excavating as necessary base and subbase materials, and replacing pavement to include subbase and base courses to the limits as shown on the plans, for pavement that must be

plans, for pavement that must be removed for storm sewer, culvert, sanitary sewer, water main and/or other underground work requiring a trench.

Materials: Aggregate subbase and base materials shall be according to Article 1004.04 of the "Standard Specifications".

The Hot-Mix Asphalt Binder Course will be designed and constructed according to Section 406 of the "Standard Specifications".

General: The work shall be performed according to the applicable portions of Section 440 [Pavement Removal] and Section 442 [Pavement Patching] of the "Standard Specifications" and the following:

The perimeter of the removal area shall be saw cut full depth, prior to removing the pavement.

The pavement replacement shall consist of 10" of Hot-Mix Asphalt Binder Course IL-19.0 N70 which shall be placed in a minimum of 3 lifts.

Open cuts or patches temporarily filled with stones or partial base course shall not be left overnight.

Method of Measurement: Pavement Replacement, Bituminous will be measured in place, and the area computed in square yards. The maximum width shall be equal to the allowable trench width plus 12".

Basis of Payment: This work will be paid for at the contract unit price per square yard for PAVEMENT REPLACEMENT, BITUMINOUS. The price shall include the cost of all labor and materials.

X0324603 CIRCUIT BREAKER, 1-POLE, 20 AMP, 120V IN EXISTING TSC CABINET

Effective: January 1, 2007

Description: This work shall consist of furnishing and installing, a single pole, 20 amp., circuit breaker, in an existing traffic signal controller.

Materials: The materials shall be according to the NEC and Article 1074.03(a) of the "Standard Specifications".

General: The work shall be performed according to Section 863 of the "Standard Specifications" and the following:

The contractor shall install an additional 20 Amp circuit breaker to provide power for the proposed video transmission system and associated PTZ camera. The contractor is to insure the existing traffic signal equipment remains in operation during the installation process. The Contractor shall not make any changes to the phase timings of the existing signals at any time during this work.

Basis of Payment: This work will be paid for at the contract unit price per each for CIRCUIT BREAKER, 1-POLE, 20 AMP, 120V IN EXISTING TSC CABINET. The unit price shall include all miscellaneous hardware required to complete installation.

X0329863 INTERCEPT EXISTING CONDUIT

Effective: January 1, 2007

Description: This work shall consist of connecting existing conduit to proposed conduit as indicated on the plans.

General: The work shall be performed according to Section 810 of the "Standard Specifications", Article 345 and Article 346 of the NEC, and the following:

The work shall consist locating the existing conduit and excavating the location in a manner that allows for connection with proposed conduit. All necessary hardware and accessories required to complete this work shall be included.

Method of Measurement: Intercept Existing Conduit will be measured for payment as each location.

Basis of Payment: This work will be paid for at the contract unit price per each for INTERCEPT EXISTING CONDUIT.

X0712400 TEMPORARY PAVEMENT

Effective: January 1, 2007

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

Materials: The hot-mix asphalt materials shall be according to Section 1030 of the "Standard Specifications".

General: Temporary pavement shall consist of 8" of Hot-Mix Asphalt Base Course constructed and compacted according to Section 355 of the "Standard Specifications". The temporary pavement shall be placed and compacted in a minimum of two lifts on a prepared subgrade.

The bituminous mixture shall be as shown on the plans.

Article 355.08 of the "Standard Specifications", shall not apply.

The removal of temporary pavement shall be according to Section 440 of the "Standard Specifications". The removed pavement shall be disposed of outside the right-of-way according to Article 202.03 of the "Standard Specifications".

Method of Measurement: Temporary Pavement will be measured for payment 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 TEMPORARY PAVEMENT. The unit price shall include both the placement and removal of the hot-mix asphalt material.

X2800105 TEMPORARY DITCH CHECKS, URETHANE FOAM/GEOTEXTILE

Effective: January 1, 2007

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

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

The temporary Ditch Check (Special) shall be limited to Triangular Silt DikesTM, or an approved equal.

Manufacturer
Triangular Silt Dike Company, Inc.
608 Greenwood
Midwest City, OK 73110-1632
(405)741-7406

Area Representative/Dealer GSI Geosynthetics, Inc. 428 N. Pewaukee Road Waukesha, WI 53188 (800) 444-5523

General: The work shall be performed according to Section 280 of the "Standard Specifications", LCDOT Standard Drawing LC1005 and the following:

Each silt dike shall consist of a 7 foot (approximately) long triangular section of urethane foam covered with a geotextile fabric, and installed on a geotextile fabric apron. Triangular Silt DikesTM shall be installed at the locations specified on the Erosion Control Plan, or as directed

by the Engineer. Their installation shall be according to the detail as shown on the plans and the manufacturer's recommendations.

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

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

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

Basis of Payment: This work will be paid for at the contract unit price per each for TEMPORARY DITCH CHECKS, URETHANE FOAM/GEOTEXTILE. The unit price shall include all labor, equipment and materials necessary for their installation and removal.

X2800500 INLET PROTECTION, SPECIAL

Effective: January 1, 2007

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

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

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

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

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

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

X4022000 TEMPORARY ACCESS (COMMERCIAL ENTRANCE)

Effective: January 1, 2007

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

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

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

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

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

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

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

Method of Measurement: Temporary Access (Commercial Entrance) will be measured for payment per each location. *Measurement will be made for the initial use of the aggregate only, regardless of the number of times the aggregate is moved and/or reused.*

Basis of Payment: This work will be paid for at the contract unit price per each for TEMPORARY ACCESS (COMMERCIAL ENTRANCE). The unit price shall be payment in full for furnishing, transporting, placing, maintaining and removing the aggregate.

X6013600 PIPE UNDERDRAINS 4" (MODIFIED)

Effective: January 1, 2007

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

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

They shall be limited to the following items:

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

The pipe shall be wrapped with a fabric envelope meeting the requirements of Article 1080.01 in the "Standard Specifications".

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

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

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

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

X6700405 ENGINEER'S FIELD OFFICE, TYPE A (MODIFIED)

Effective: January 1, 2007

Description: This work shall consist of furnishing and maintaining in good condition, for the exclusive use of the Engineer, a weatherproof building at a location approved by the Engineer. Unless otherwise provided, the building shall be independent of any building used by the Contractor and all keys to the building shall be turned over to the Engineer.

General: This item shall be according to Article 670.02 of the "Standard Specifications", and the following:

Adequate all-weather parking spaces shall be provided to accommodate a minimum of 8 vehicles.

The field office and the required equipment, supplies and services shall meet the approval of the Engineer.

An electric pencil sharpener and a broadband connection shall be included in the field office equipment.

Penalty: Failure by the Contractor to meet the specified occupancy date for any field office or field laboratory shall be grounds for assessment of a penalty of \$100 per day for each calendar day thereafter that such facility remains incomplete in any respect. Failure by the Contractor to equip, heat, cool, power, supply or clean the field office shall be grounds for assessment of a penalty of \$100 per day for each calendar day that the field office remains incomplete after receipt of written notification from the Engineer. Such penalty shall be deducted from monies due or to become due the Contractor under the Contract.

Basis of Payment: This item will be paid for at the contract unit price per calendar month for ENGINEER'S FIELD OFFICE, TYPE A (MODIFIED).

Z0001050 AGGREGATE SUBGRADE 12"

Effective: January 1, 2007

Description: This work shall consist of furnishing and constructing a 12" thick aggregate subgrade on a prepared subbase. The subgrade shall be placed in 2 lifts.

Materials: The aggregate in the first lift shall be a porous granular embankment according to Article 1004.05 of the "Standard Specifications" except as follows:

Only Crushed Stone, Crushed Blast Furnace Slag, or Crushed Concrete meeting the requirements in the table will be permitted.

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

Steel slag and other expansive materials will not be permitted.

The aggregate in the second lift shall be a capping aggregate. The material shall be limited to the following:

- a) Crushed Stone, Crushed Blast Furnace Slag, Crushed Concrete, and Crushed Gravel having a gradation CA 6 in accordance with the requirements of Article 1004.01 of the "Standard Specifications". Steel slag and other expansive materials will not be permitted.
- b) Reclaimed asphalt pavement (RAP) meeting the requirements of Section 1031 of the "Standard Specifications" and the following:
 - 100% passing the 3 inch sieve.
 - Well graded down through fines.
 - The RAP shall <u>not</u> contain steel slag or other expansive material. RAP proposed for use as a capping aggregate shall be tested by the Department to determine if it is expansive or not. Non-expansive RAP will be allowed for use in the capping aggregate.

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

Construction Requirements: The first lift shall be 8" thick. The material shall be a porous granular embankment. The work shall be done according to the applicable portions of Section 207 of the "Standard Specifications". The second lift shall be a 4" (nominal) thick capping aggregate. The work shall be done in according to the applicable portions of Section 351 of the "Standard Specifications".

A vibratory roller shall be used to roll each lift of material to obtain the desired keying or interlock and necessary compaction. The Engineer will verify that adequate keying has been obtained.

Method of Measurement: Aggregate Subgrade, 12" will be measured for payment in square yards according to Article 311.08(b) of the "Standard Specifications".

Basis of Payment: This work will be paid for at the contract unit price per square yard for AGGREGATE SUBGRADE, 12". The unit price shall include the furnishing and placing of both materials.

Z0013798 CONSTRUCTION LAYOUT

Effective: January 1, 2007

Description: This work shall consist of furnishing and placing consturction lay out stakes for the project.

General: The Lake County Division of Transportation (LCDOT) will provide adequate reference points to the centerline of survey and bench marks as shown on the plans and listed herein. Any additional points set by LCDOT will be identified in the field to the Contractor and all field notes will be kept in the office of the Engineer.

The Contractor shall provide field forces, equipment, and material necessary to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 50 ft.) to assure substantial conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract or to determine property lines between private properties.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimensions, grades, and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and bench marks and shall have them reset at his/her expense when any are damaged, lost, displaced, or removed or otherwise obliterated.

Responsibilities of LCODT:

- a) LCDOT will locate and reference the centerline of all roads and streets except interchange ramps. The centerline of private entrances and short street intersection returns may not be located or referenced.
 - Locating and referencing the centerline of survey will consist of establishing and referencing the control points of the centerline of surveys such as PC's, PT's as many POT's as are necessary to provide line of sight.
- b) Bench marks will be established along the project outside of construction lines not exceeding intervals of 1000 feet horizontally and 20 feet vertically.
- c) Stakes set for a) and b) above will be identified in the field to the Contractor.

- d) LCDOT will make random checks of the Contractor's staking to determine if the work is in conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- e) LCDOT will set all stakes for utility adjustments and for building fences along the right of way line by parties other than the Contractor.
- f) LCDOT will make all measurements and take all cross sections from which the various pay items will be measured.
- g) Where the Contractor, in setting construction stakes, discovers discrepancies, LCDOT will check to determine their nature and make whatever revisions are necessary in the plans, including the re-cross sectioning of the area involved. Any additional re-staking required by the Engineer will be the responsibility of the Contractor. The additional restaking done by the Contractor will be paid for according to Article 109.04 of the "Standard Specifications".
- h) LCDOT will accept responsibility for the accuracy of the initial control points as provided herein.
- i) It is not the responsibility of LCDOT, except as provided herein, to check the correctness of the Contractor's stakes; any apparent errors will be immediately called to the Contractor's attention and he/she shall be required to make the necessary correction before the stakes are used for construction purposes.
- j) Where the plan quantities for excavation are to be used as the final pay quantities, LCDOT will make sufficient checks to determine if the work has been completed in conformance with the plan cross sections.

Responsibilities of the Contractor:

a) The Contractor shall establish from the given survey points and bench marks all the control points necessary to construct the individual project elements. The Contractor shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to; line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work.

It is the Contractor's responsibility to tie in centerline control points in order to preserve them during construction operations.

It is the contractor's responsibility to set right-of-way stakes prior to the Installation of Silt Filter Fence(s) or disturbance of any soil. These stakes shall be set at 100 ft station intervals and maintained throughout the project.

- b) At the completion of the grading operations, the Contractor shall set stakes at 100 ft. station intervals along each profile grade line. These stakes will be used for final cross sectioning by the Division of Transportation.
- c) The Contractor shall locate the right of way points for the installation of right-of-way markers. The Contractor shall set all line stakes for the construction of fences by the Contractor.
- d) All work shall be in accordance with normally accepted self-checking surveying ractices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Division of Transportation at the completion of the project. All notes shall be neat, orderly and in accepted form.
- e) For highway structure staking, the Contractor shall use diligent care and appropriate accuracy. Points shall be position to allow reuse throughout the construction process. Prior to the beginning of construction activities, all structure centerlines and pier lines are to be established by the Contractor and checked by the Engineer. The Contractor shall provide a detailed structure layout drawing showing span dimensions, staking lines and offset distances.

Basis of Payment: This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT.

Z0062400 SAWING BITUMINOUS CONCRETE PAVEMENT

Effective: January 1, 2007

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

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

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

Method of Measurement: Sawing Bituminous Concrete Pavement will be measured for payment in place in feet. Saw cuts required for pavement patching, pavement removal and

replacement, butt joints (limits of construction on roads or entrances), or bituminous shoulder removal and replacement will <u>not</u> be included in this pay item, but shall be paid for as a part of the respective pay item.

Basis of Payment: This work will be paid for at the contract unit price per foot for SAWING BITUMINOUS CONCRETE PAVEMENT.

LAKE COUNTY DIVISION OF TRANSPORTATION TRAFFIC SIGNAL SPECIFICATIONS

Effective: January 1, 2006

All work and equipment performed and installed under this Contract:

County Highway Name:

Sunset Avenue

County Highway Number:

CH46

County Highway Section:

169

shall be governed by and shall comply with:

SPECIFICATION	ADOPTED/DATED
The State of Illinois "Standard Specifications for Road and Bridge Construction" referred to as "Standard Specifications"	Latest Edition
The State of Illinois "Manual on Uniform Traffic Control Devices for Streets and Highways," referred to as "MUTCD"	Latest Edition
The National Electrical Code referred to as "NEC"	Latest Edition
The National Electrical Manufacturers Association (All publications for traffic control items) referred to as "NEMA"	Latest Edition
The International Municipal Signal Association ("Official Wire & Cable Specifications Manual,") referred to as "IMSA"	Latest Edition
The Institute of Transportation Engineers Technical Report No. 1, (A Standard for Adjustable Face Vehicular Traffic Control Heads) referred to as "ITE"	Latest Edition
AASHTO "Standard Specifications" Structural Supports for Highway Signs, Luminaires, and Traffic Signals	Latest Edition
Supplemental Specifications and Recurring Special Provisions	Latest Edition

The following Traffic Signal Special Provisions supplement the above specifications, manuals, and codes. In case of conflict with any part or parts of said documents, these Special Provisions shall take precedence and shall govern.

The following terms and acronyms are used:

IDOT

Illinois Department of Transportation

District 1

IDOT District 1

LCDOT

The Lake County Division of Transportation

Engineer

The Resident Engineer

Traffic Engineer

The County Traffic Engineer – LCDOT

The construction, installation, modification and/or removal work shall be accomplished at the following intersection(s):

Sunset Avenue at Northwestern Avenue and Sunset Avenue at Green Bay Road

The intent of this Special Provision is to prescribe the materials and construction methods commonly used in traffic signal installations. All material furnished shall be new. The locations and the details of all installations shall be indicated on the plans or as directed by the Engineer.

The work performed under this contract shall consist 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.

MAST ARM SIGN PANELS.

Add the following to Article 720.02 of the Standard Specifications:

Signs attached to poles or posts (such as mast arm signs) shall have mounting brackets and sign channels which are equal to and completely interchangeable with those used by LCDOT. All aluminum signs shall have a white reflectorized legend and border on a green reflectorized background, type AZ sheeting. The sign face shall not have any holes. 3M Scotch Joining Systems bonding tape or an approved equal shall be used in place of screws or rivets. The Signfix Aluminum Channel Framing System is currently recommended, but other brands of mounting hardware, or bonding tape are acceptable based upon LCDOT approval.

INSPECTION OF ELECTRICAL SYSTEMS.

Add the following to Article 802.01 of the Standard Specifications:

All cabinets, including temporary traffic signal cabinets, shall be assembled by an approved equipment supplier in District One. LCDOT reserves the right to request that any controller and cabinet be tested at a District 1 approved equipment supplier's facility prior to field installation. Such testing will be at no extra cost to the contract. All permanent or temporary "railroad interconnected" controllers and cabinets, shall be newly constructed, built, tested and approved by the controller equipment vendor, in the vendor's District 1 approved facility, prior to field installation. The vendor shall provide the technical equipment and assistance as required by the Engineer to fully test this equipment.

DAMAGE TO TRAFFIC SIGNAL SYSTEM.

Revise Article 802.02 of the Standard Specifications to read:

Any damaged equipment or equipment not operating properly from any cause whatsoever shall be repaired and/or replaced with new equipment provided by the Contractor at no additional cost to the Contract and/or owner of the traffic signal system, to the satisfaction of the Engineer. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection, otherwise the traffic signal installation will not be accepted. Cable splices outside the controller cabinet shall not be allowed.

RESTORATION OF WORK AREA

Add to Section 802 of the Standard Specifications:

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 restored to match the previously existing conditions. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded, in accordance with Section 250 and 252 of the "Standard Specifications" respectively.

SUBMITTALS.

Revise Article 802.04 of the Standard Specifications to read:

The Contractor shall provide:

- a. 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 thirty (30) calendar days after the contract is awarded, or within fifteen (15) calendar days after the preconstruction meeting, whichever is earliest.
- b. Seven (7) copies of a letter listing the manufacturer's name and the model numbers of the proposed equipment. The Traffic Engineer will review the letter and determine whether the proposed equipment is approved for use. The copies will be stamped as "approved", "not approved", or "approved as corrected" and returned to the Contractor.
- c. Two (2) copies of material catalog cuts.
- d. Seven (7) copies of mast arm poles and assemblies drawings.
- e. The contract number or permit number, project location/limits and corresponding pay item number must be on each sheet of the letter, material catalog cuts and mast arm poles and assemblies drawings as required in items b, c and d.
- f. Exceptions, Deviations and Substitutions. In general, exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.

MAINTENANCE AND RESPONSIBILITY.

Revise Article 802.07 of the Standard Specifications to read:

Existing traffic signal installations and/or any electrical facilities at locations included in this contract may be altered or reconstructed totally or partially as part of the work on this contract. The Contractor is hereby advised that all traffic control equipment presently installed at these locations may be the property of the State of Illinois, Department of Transportation, Division of Highways, County, Private Developer, or the Municipality in which it is located. Once the Contractor has begun any work on any portion of the project, all traffic signals within the limits of this contract or those which have the pay item MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION, TEMPORARY TRAFFIC SIGNAL INSTALLATION, and/or MAINTENANCE OF EXISTING FLASHING BEACON

INSTALLATION, shall become the full responsibility of the Contractor. The Contractor shall supply the Engineer and the County's Traffic Signal Maintenance Contractor a 24-hour emergency contact name and telephone number. The Contractor shall provide sufficient qualified personnel to respond to all notifications of malfunctions on a round-the-clock basis (24 hours a day, 7 days a week). The Contractor is required to keep a time and date log of each response, from the time of the initial report to the time of final permanent repair.

- When the project has a pay item for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION, TEMPORARY TRAFFIC SIGNAL INSTALLATION, and/or MAINTENANCE OF EXISTING FLASHING BEACON INSTALLATION, the Contractor must notify the Traffic Engineer at (847) 362-3950 of their intent to begin any physical construction work on the project or any portion thereof. This notification must be a minimum of seven (7) working days prior to the start of construction to allow sufficient time for an inspection of the existing traffic signal installation(s) and the transfer of maintenance to the Contractor. If work is started prior to the inspection, maintenance of the traffic signal installation(s) will be immediately transferred to the Contractor without an inspection. The Contractor shall then become responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs to or the replacement of damaged equipment must meet the approval of the Engineer at the time of final inspection or the traffic signal installation will not be accepted.
- c) Contracts that don't include traffic signal installations or modifications, but do include pay items for milling or pavement patching which may result in the destruction of traffic signal loops, do not require maintenance transfer. These contracts do require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the loop removal, the Contractor shall notify the Traffic Engineer at (847) 362-3950, at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection.
- d) The Contractor is advised that the existing and/or temporary traffic signal installation must remain in operation during all construction stages, except for the most unavoidable down time. Any plan to shutdown the traffic signal installation for a period exceeding fifteen (15) minutes must receive prior approval from the Engineer. Approval to shutdown the traffic signal installation will only be granted during the hours of 9:00 A.M. to 3:00 P.M. on weekdays. Shutdowns will not be allowed during inclement weather, weekends or holiday periods.
- The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals. Any inquiry, complaint or request by the Division, the County's Traffic Signal Maintenance Contractor or the public, shall be investigated and repairs started within one hour. Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Contractor shall restore service and complete permanent repairs in accordance with the following Repair Timetable. The Traffic Engineer reserves the right to assign any work not completed within this timeframe to the County's Traffic Signal Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Traffic Signal Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The County's Traffic Signal Maintenance Contractor may inspect any signalizing device on the Division's highway system at any time without notification.

Unless specifically stated to the contrary, all items shall be repaired within the time frame described in the Repair Timetable. The times listed are noncumulative. Any repairs not specifically covered in the Repair Timetable, or described elsewhere, shall be completed within a time frame matching the most similar line item in the Repair Timetable.

REPAIR TIMETABLE

(non cumulative)

	RESPONSE	SERVICE	PERMANENT
<u>ITEM</u>	TIME	RESTORATION	<u>REPAIRS</u>
KNOCKDOWNS/FAILURE/DAMAGE:			
Cabinet	1 hr	24hrs	2 wks
Controller (Master)	1 hr	NWD	2 wks
, ,	1 hr	24hrs	2 wks
Controller (Local)	1 hr		30 days
Detector Loop	1 hr	n.a.	
Detector Loop (Priority)		n.a.	10 days 2 wks
Loop Detector/Amplifier	1 hr	4 hrs	
MVP Sensor	1 hr	4 hrs	2 wks
PTZ Camera	2 hrs	48 hrs	2 wks
Detector Interface Card/Mini Hub	1 hr	4 hrs	2 wks
Modem	1 hr	NWD	2 wks
Load Switch	1 hr	2 hrs	2 hrs
Signal Head/Lenses	1 hr	2 lırs	NWD
Pole/Mast Arm	1 hr	2 hrs	ENG
Cabling/Conduit	1 hr	4 hrs	ENG
Interconnect	1 lir	NWD	ENG
Graffiti/Advertising	NWD	NWD	NWD
Telemetry, Electrical	1 hr	2 hrs	NWD
Indicators/switches/LEDs/displays	NWD	n,a.	2 wks
Outages not covered elsewhere	1 hr	2 hrs	NWD
Filter/Cleanliness/fans/thermostat	NWD	NWD	n.a.
Misalignment (conflicting)	1 hr	2 hrs	NWD
Misalignment (non-conflicting)	48hrs	48hrs	1 wk
COMPLAINTS/CALLS/ALARMS:			
Timing/Phasing/Programming	1 hr	2 hrs	ENG
Coordination Alarm/Cycle Fail	NWD	ENG	ENG
Controller Alarm/Status Change	1 hr	NWD	1 wk
Detector Alarm/Status change	NWD	NWD	ENG
CMU Flash/Local Flash	1 hr	2 hrs	1 wk
Door Open/Maint. Req.	1 hr	2 hrs	NWD
•			

LEGEND: hr=hour, hrs=hours, NWD=next working day, wk=week, wks=weeks, ENG=acceptable to Engineer, days=calendar days, n.a.=not applicable

TRAFFIC SIGNAL INSPECTION (TURN-ON).

Revise Article 802.10 of the Standard Specifications to read:

It is LCDOT's intent to have all electric work completed and the equipment field-tested by the vendor, prior to LCDOT's "turn-on" field inspection. The Contractor must have all traffic signal work completed and the electrical service installation connected by the utility company prior to requesting an inspection and "turn-on" of the traffic signal installation. In the event the Traffic Engineer determines that the work is not complete and that the inspection will require more than two (2) hours to complete, the inspection shall be canceled and the Contractor will be required to reschedule at another date.

The 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 Engineer at (847) 362-3950 a minimum of seven (7) working days prior to the time of the requested inspection. LCDOT will not grant a field inspection until the Contractor provides notification that the equipment has been field tested, and the intersection is operating according to contract requirements. The LCDOT facsimile number is (847) 362-5290.

Signal indications being tested shall match the lane configurations and markings at the intersection. If any conflicting signal indications are visible to motorist or pedestrians while testing, the Contractor shall be responsible to provide police officer(s) to direct traffic. In addition, the Contractor shall provide a representative from the control equipment vendor's office to attend the traffic signal inspection for both permanent and temporary traffic signal "turn-ons".

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

The Lake County Division of Transportation requires the following from the Contractor at Traffic Signal "turn-ons":

- 1. One (1) set of signal plans of record.
- 2. Notification from the Contractor and the equipment vendor that the equipment was satisfactorily field-tested.
- 3. A knowledgeable representative of the controller equipment supplier shall be present at the traffic signal "turn-on". The representative shall be knowledgeable concerning the cabinet design and the controller functions.
- 4. A copy of the approved material letter.
- 5. One (1) copy of the operation and service manuals for the signal controller and the associated control equipment.
- 6. Five (5) copies (11" x 17") of the cabinet wiring diagrams.
- 7. Five (5) copies of the traffic signal installation cable log.

Acceptance of the traffic signal equipment by LCDOT shall be based on the inspection results at the traffic signal "turn-on". If approved, the traffic signal acceptance shall be given verbally at the "turn-on" inspection, followed by written correspondence from the Traffic Engineer. The Contractor shall be responsible for all traffic signal equipment and associated maintenance thereof until LCDOT

acceptance is granted. Any "punch list" work remaining after the installation is accepted shall be completed within thirty (30) calendar days of the acceptance date. If this work is not completed within thirty days, LCDOT reserves the right to have the work completed by others at the Contractor's expense. This cost will be in addition to Liquidated Damages for Untimely Work.

The Contractor shall furnish all equipment and/or parts to keep the traffic signal installation operating.

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.

LIQUIDATED DAMAGES FOR UNTIMELY WORK

A primary concern of LCDOT is to maintain a safe and efficient roadway for the public. Therefore, the Contractor shall proceed with the traffic signal work as soon as conditions and project staging permit. If in the opinion of the Engineer construction conditions are suitable for traffic signal work, and the Contractor has not yet begun the traffic signal work, the Engineer shall notify the Contractor to proceed. The Contractor shall begin the traffic signal work within seven (7) calendar days after notification to proceed. The Contractor shall continue to prosecute the traffic signal work until completion, or until he can no longer proceed due to conditions beyond his control. The Contractor shall notify the Engineer of any conditions impeding and/or delaying his prosecution of the work. Failure by the Contractor to proceed with the traffic signal work as specified herein shall result in liquidated damages of \$500.00 per calendar day per occurrence.

LOCATING UNDERGROUND FACILITIES.

Revise Section 803 of the Standard Specifications to read:

Contractor requests for equipment locates will be granted only once prior to the start of the contract. Additional requests shall be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any item(s) damaged during the construction, at his/her own expense.

Locate requests should be directed to LCDOT's Traffic Signal Maintenance Contractor or to the LCDOT Traffic Engineering Department at (847) 362-3950.

The exact location of all utilities shall be field verified by the Contractor before the installation of any components of the traffic signal system. For locations of utilities call J.U.L.I.E. at **1-800-892-0123**. For the locations of some utilities, other Agencies or Municipalities may need to be contacted.

ELECTRIC SERVICE INSTALLATION.

Revise Section 805 of the Standard Specifications to read:

Description. This work shall consist of all materials and labor required to install, modify, or extend the electric service installation. All installations shall meet the requirements of the details in the "District 1 Standard Traffic Signal Design Details" and applicable portions of the Specifications.

Materials.

- a. General. The completed control panel shall be constructed in accordance with UL Std. 508, Industrial Control Panel, and carry the UL label. Wire terminations shall be UL listed.
- b. Enclosures. All electrical service enclosures shall be UL 50, single door design, fabricated from Type 5052 H-32 aluminum. All seams shall be continuous welded and ground smooth, and the cabinet shall be sized to adequately house all required components with extra space for arrangement and termination of wiring. Enclosures shall meet the following additional requirements:
 - 1. Pole Mounted Cabinet. The cabinet shall be NEMA Type 4X. Stainless steel screws and clamps shall secure the cover and assure a watertight seal. The cover shall be removable by pulling the continuous stainless steel hinge pin. The cabinet shall have an oil-resistant gasket and a lock kit shall be provided with an internal O-ring in the locking mechanism assuring a watertight and dust-tight seal. A minimum size of 14-inches high, 9-inches wide and 8-inches deep is required. The cabinet shall be channel mounted to a wooden utility pole using assemblies recommended by the manufacturer.
 - 2. Ground Mounted Cabinet. The cabinet shall be NEMA Type 3R with back panel. The cabinet frame and door shall be 0.125-inch thick, the top 0.250-inch thick, and the bottom 0.500-inch thick. The door and door opening shall be double flanged. The door shall be approximately 80% of the front surface, with a full-length tamperproof stainless steel .075-inch thick hinge bolted to the cabinet with stainless steel carriage bolts and nylock nuts. The locking mechanism shall be slam-latch type with a keyhole cover. A minimum size of 40-inches high, 16-inches wide, and 15-inches deep is required. The cabinet shall be mounted upon a square Type A concrete foundation as indicated on the plans. The foundation is paid for separately.
- c. Surge Protector. Overvoltage protection, with LED indicator, shall be provided for the 120-volt load circuit by the means MOV and thermal fusing technology. The response time shall be <5n seconds and operate within a range of –40C to +85C. The surge protector shall be UL 1449 Listed.
- d. Circuit Breakers. Circuit breakers shall be standard UL listed molded case, thermal-magnetic bolt-on type, with trip-free indicating handles. 120-volt circuit breakers shall have an interrupting rating of not less than 65,000 rms symmetrical amperes. Unless otherwise indicated, the main disconnect circuit breaker for the traffic signal controller shall be rated 60 amperes, 120 V and the auxiliary circuit breakers shall be rated 10 amperes, 120 V.
- e. Fuses, Fuseholders and Power Indicating Light. Fuses shall be small-dimensional cylindrical fuses of the dual element time-delay type. The fuses shall be rated for 600 V AC and shall have a UL listed interrupting rating of not less than 10,000 rms symmetrical amperes at rated voltage. The power indicating light shall be LED type with a green colored lens and shall be energized when electric utility power is present.

- f. Ground and Neutral Bus Bars. A single copper ground and neutral bus bar, mounted on the equipment panel shall be provided. Ground and neutral conductors shall be separated on the bus bar. Compression lugs, plus 2 spare lugs, shall be sized to accommodate the cables with the heads of the connector screws painted green for ground connections and white for neutral connections.
- g. Utility Services Connection. The Contractor shall notify the Utility Company marketing representative a minimum of 30 working days prior to the anticipated date of hookup. This 30-day advance notification will begin only after the Utility Company marketing representative has received service charge payments from the Contractor. Prior to contacting the Utility Company for service connection, the service installation controller cabinet and cable must be installed for inspection by the Utility Company.
- h. Ground Rod. Ground rods shall be copper-clad steel, a minimum of 10-feet in length, and ¾-inch in diameter. Ground rod resistance measurements to ground shall be 25 ohms or less. If necessary additional rods shall be installed to meet resistance requirements at no additional cost to the contract.

Installation

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

Basis of Payment. The service installation shall be paid for at the contract unit price each for SERVICE INSTALLATION of the type specified which shall be payment in full for furnishing and installing the service installation complete. The type A foundation which includes the ground rod shall be paid for separately. SERVICE INSTALLATION, POLE MOUNTED shall include the ¾-inch grounding conduit, ground rod, and pole mount assembly. Any changes by the utility companies shall be approved by the Engineer and paid for as an addition to the contract according to Article 109.05 of the Standard Specifications.

GROUNDING OF TRAFFIC SIGNAL SYSTEMS.

Revise Section 807 of the Standard Specifications to read:

General. All traffic signal systems, equipment and appurtenances shall be properly grounded in strict conformance with the NEC. See IDOT District 1 Traffic Signal detail plan sheet for additional information.

The grounding electrode system shall include a ground rod installed in all foundations, intersection

handholes, and the service installation. An additional ground rod will be required at locations where measured resistance to ground exceeds 25 ohms. Ground rods are included in the associated pay items and will not be paid for separately. Testing shall be according to Article 801.11.

- a) The grounded conductor (neutral conductor) shall be white color-coded. This conductor shall be bonded to the equipment-grounding conductor only at the Electric Service Installation. All power cables shall include one neutral conductor of the same size.
- b) The equipment-grounding conductor shall be green color-coded. The following is in addition to Article 801.14 of the Standard Specifications.
 - 1) Equipment grounding conductors shall be XLP insulated No. 6, unless otherwise noted on the plans, and bonded to the grounded conductor (neutral conductor) only at the electric service Installation. The Earth shall not be used as the equipment-grounding conductor, and no splices shall be allowed in the cable between ground rods. The equipment-grounding conductor is paid for separately.
 - 2) Equipment grounding conductors shall be bonded, using a Listed grounding connector, to all traffic signal mast arm poles, traffic signal posts, pedestrian posts, pull boxes, handhole frames and covers and other metallic enclosures throughout the traffic signal wiring system, except where noted herein. A Listed electrical joint compound shall be applied to all conductors' terminations, connector threads and contact points.
 - 3) All metallic and non-metallic raceways containing traffic signal circuit runs shall have a continuous equipment-grounding conductor, with the following exceptions: Raceways containing only detector loop lead-in circuits, circuits under 50 volts and/or fiber optic cable will not be required to include an equipment-grounding conductor.
- c) The grounding electrode conductor shall be similar to the equipment-grounding conductor in color coding (green) and size. The grounding electrode conductor is used to connect the ground rod to the equipment grounding conductor and is bonded to ground rods via exothermic welding, listed pressure connectors, listed clamps or other approved listed means.

CONDUIT IN GROUND.

The conduit shall meet the requirements of Section 810 of the "Standard Specifications," except for the following:

Delete Article 810.01 of the Standard Specifications and add the following:

Description. This item shall consist of furnishing and installing galvanized steel conduit, fittings and accessories in the ground, either pushed, trenched, plowed, or directionally bored, with fittings complete as specified herein and as shown on the Contract drawings.

Add the following to Article 810.03 of the Standard Specifications:

Pavement, driveways, and curbs shall not be removed to install electrical conduits. All buried conduits shall be placed at a minimum depth of 30 inches, except under railroad tracks, where the minimum depth shall be five (5) feet, as measured from the final surface grade to the top of the conduit. All conduit couplings shall be threaded. Conduits terminating in junction and pull boxes shall be terminated with hubs.

When empty conduit is installed for future traffic signal interconnects(s), the Contractor shall provide a pull line within the conduit.

Revise Article 810.05 of the Standard Specifications to read:

Basis of Payment: This work will be paid for at the contract unit price per foot for CONDUIT IN GROUND of the type and size specified, which price shall be payment in full for furnishing and installing the conduit either pushed, trenched, plowed, or directionally bored with fittings, complete. Trenching, backfilling and area restoration are incidental to the cost of this item.

HANDHOLES.

Add the following to Section 814 of the Standard Specifications:

All handholes shall be cast-in-place concrete, with a minimum inside dimension of 21-1/2 inches. Frames and lid openings shall match this dimension. The minimum wall thickness for heavy-duty hand holes shall be 12 inches. The handhole cover shall be labeled "Traffic Signals" with legible raised letters.

All conduits shall enter the handhole at a minimum depth of thirty (30) inches. However, the depth of conduit from detector loops located less than five (5) feet from the handhole may be less than thirty (30) inches.

All cable hooks shall be hot-dipped galvanized in accordance with AASHTO Specification M111. Hooks shall be a minimum of 3/8-inch diameter and extend into the handhole at least 6 inches. Hooks shall be placed a minimum of 12 inches below the lid, or lower if additional space is required. All cable hooks shall be secured with a retaining nut tightened against the handhole concrete.

GROUNDING CABLE.

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

Add to Article 817.02 of the Standard Specifications:

Unless otherwise noted on the Plans, the system grounding cable shall be one conductor, #6 gauge copper, with an XLP jacket.

The system grounding cable shall be bonded, using a Listed grounding connector (Burndy type KC/K2C, as applicable, or approved equal), to all new and existing traffic signal mast arm poles and traffic/pedestrian signal posts, including push button posts.

Revise Article 817.05 of the Standard Specifications to read:

Basis of Payment. Payment shall be at the Contract unit price, per foot, for ELECTRIC CABLE IN CONDUIT, GROUNDING, NO. 6, 1C, which price includes all associated labor and material including grounding clamps, splicing, exothermic welds/other Listed connectors and hardware.

RAILROAD INTERCONNECT CABLE.

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

Add the following to Article 817.02 of the Standard Specifications:

The cable shall be three conductor standard #14 copper cable in a clear polyester binder, shielded with #36 AWG tinned copper braid with 85% coverage, and insulated with .016 inch polyethylene (black, blue, red). The jacket shall be black 0.045 PVC or polyethylene.

Revise Article 817.05 of the Standard Specifications to read:

Basis of Payment. This work shall be paid for at the contract unit price per foot for ELECTRIC CABLE IN CONDUIT, RAILROAD, NO. 14, 3C, which price shall be payment in full for furnishing, installing, and making all electrical connections in the traffic signal controller cabinet. Connections in the railroad controller cabinet shall be performed by railroad personnel.

MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION.

Revise Section 850 of the Standard Specifications to read:

The Contractor shall not be required to pay the energy charges for the operation of the existing traffic signal installation. Full maintenance responsibility shall start as soon as the Contractor begins any physical work on the Contract or any portion thereof.

The Contractor shall have electricians on staff with IMSA Level II certification to provide signal maintenance.

This item shall include maintenance of all traffic signal equipment at the intersection, including emergency vehicle pre-emption equipment, master controllers, telephone service installations, communication cables and conduits to adjacent intersections.

The maintenance shall be according to Article 802.07 of the Standard Specifications, and the following contained herein.

The Contractor shall check all controllers every two (2) weeks, which will include visually inspecting all timing intervals, relays, detectors, and pre-emption equipment to ensure that they are functioning properly. This item includes, as routine maintenance, all portions of the emergency vehicle pre-emption system. The Contractor shall maintain in stock at all times a sufficient amount of materials and equipment to provide effective temporary and permanent repairs.

The Contractor shall provide immediate corrective action when any part or parts of the system fail to function properly. Two (2) far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. When repairs at a signalized intersection require that the controller be disconnected, and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor shall be required to place at least 2 STOP signs (R1-1-36) at each approach of the intersection as a temporary means of

regulating traffic. At approaches where a yellow flashing indication is necessary, as directed by the Engineer, STOP signs will not be required. The Contractor shall furnish and equip all their signal maintenance vehicles with a sufficient number of STOP signs as specified herein. The Contractor shall maintain a sufficient number of spare STOP signs in stock at all times to replace those which may be damaged or stolen.

The Contractor shall provide the Engineer with a 24-hour telephone number for traffic signal maintenance. The Contractor, or his representative, shall be available on a 24-hour basis to respond to emergency calls by the Traffic Engineer or other parties.

Traffic signal equipment which is lost or not returned to the County for any reason shall be replaced with new equipment meeting the requirements of these Specifications.

The Contractor shall respond to all emergency calls from the County or others within one hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the County. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the County's Traffic Signal Maintenance Contractor perform the maintenance work required. The County's Traffic Signal Maintenance Contractor shall bill the Contractor for the total cost of the work. The Contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the County's Traffic Signal Maintenance Contractor to make reviews of the existing traffic signal installation that has been transferred to the Contractor for maintenance.

Basis of Payment. This work shall be paid for at the contract unit price each for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION.

TRAFFIC-ACTUATED CONTROLLER.

Add the following to Section 857 of the Standard Specifications:

The controller shall be the latest model available that is compatible with "icons" software (NTCIP) or "Aries" software, currently in use by LCDOT, and shall be NEMA TS2 Type 1 compatible, unless specified otherwise on the plans. Controller software compatibility requirements are based upon the controller's location in the communication system, and shall be as shown on the plans. Only controllers supplied by approved District 1 closed-loop equipment manufacturers will be allowed. The controller shall be the most recent model and software version supplied by the manufacturer at the time of the approval. The traffic signal controller shall provide features to inhibit simultaneous display of circular yellow and yellow arrow indications.

INTERSECTION MONITOR MODULE

This item shall consist of furnishing and installing an Intersection Monitor Module in a traffic signal controller. The module shall be manufactured by the same manufacturer as the traffic signal controller. This module is necessary at isolated (non-interconnected) traffic signals in order to

monitor the intersection and controller operations.

Basis of Payment: This item will be paid for at the contract unit price each for INTERSECTION MONITOR MODULE, which price shall be payment in full for furnishing and installing the monitor module complete with all necessary connections and equipment for proper operations.

MASTER CONTROLLER.

Revise Articles 860.02 and 860.03 of the Standard Specifications to read:

The Master Controller shall be the latest model available that is compatible with "Aries" software, currently in use by LCDOT. The minimum baud rate for fiber optic interconnected signal systems shall be 9600 bps.

Functional requirements in addition to those in Section 863 of the Standard Specification include:

The cabinet shall be provided with an outdoor network interface for termination of the telephone service. It shall be mounted to the inside of the cabinet in a location suitable to provide access for termination of the telephone service at a later date. The interface shall be equipped with a standard Three-Electrode Heavy Duty Gas Tube Surge Arrestor. The cabinet shall be equipped with a US robotics modem, minimum 56K baud rate or approved equal.

FIBER OPTIC CABLE.

Revise Section 871 of the Standard Specifications to read:

This work shall consist of furnishing and installing Fiber Optical cable in conduit with all accessories and connectors according to Section 871 of the Standard Specifications. The cable shall be of the type, size, and the number of fibers specified, with six fibers per tube.

The control cabinet distribution enclosure(s) shall be Corning Model WCH-02P, WCH-04P, or an approved equivalent, capable of accommodating the required number of fibers.

Both ends of each section of fiber optic cable being installed shall be spliced and/or terminated with approved mechanical connectors according to the following:

<u>Multimode</u>: The contractor shall coordinate with the equipment vendor, and shall terminate as many multimode fibers as are necessary to establish proper communications with signal controllers and/or video transmission equipment. In addition, the contractor shall terminate four unused multimode fibers, and shall label them "spare". All multimode terminations shall be ST compatible connectors with ceramic ferrules.

<u>Singlemode</u>: The contractor shall splice and/or terminate the number of singlemode fibers shown on the project plans, if any. Singlemode fiber terminations shall utilize pre-fabricated, factory-terminated pigtails fusion spliced to bare fibers. All fusion splices shall be secured on Corning splice trays, Models M67-068, M67-110, or approved equivalent, capable of accommodating the required number of fusion splices. Unused fibers terminated according to the plans shall be labeled "spare". All single-mode connectors shall be SC compatible, with ceramic ferrules.

Fibers not attached to the distribution enclosure shall be capped and sealed. A minimum of 13 feet of slack cable shall be provided for the controller cabinet. The controller cabinet slack cable shall be stored as directed by the Engineer.

Fiber Optic cable may be gel filled or have an approved water blocking tape.

Basis of Payment. The work shall be paid for at the contract unit price per foot for FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, 24 FIBER (12 MULTIMODE AND 12 SINGLEMODE) or FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, 36 FIBER (12 MULTIMODE AND 24 SINGLEMODE) for the cable in place, including distribution enclosure(s), all connectors, pigtails, splice trays, and the required number of terminations described above. Additional fiber terminations and/or splices required by the Engineer shall be paid for as TERMINATE FIBER IN CABINET and/or SPLICE FIBER OPTIC CABLE IN CABINET.

TERMINATE FIBER IN CABINET.

This work shall consist of terminating existing or new fibers in field cabinets or buildings as indicated on the plans or as directed by the Engineer.

All multi-mode connectors shall be ST compatible, with ceramic ferrules. Singlemode fiber terminations shall utilize pre-fabricated, factory-terminated (SC compatible) pigtails fusion spliced to bare fibers. All fusion splices shall be secured on Corning splice trays, Models M67-068, M67-110, or approved equivalent, capable of accommodating the required number of fusion splices. Splice trays shall be incidental to TERMINATE FIBER IN CABINET, and shall not be paid for separately.

The quality of all fiber splices shall be verified by testing and documentation in accordance with Article 802.08(b) of the Standard Specifications, to the satisfaction of the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price each for each fiber terminated in a field cabinet or inside a building as TERMINATE FIBER IN CABINET, which will be payment in full for terminating each required multimode or singlemode fiber, including all connectors, pigtails, splice trays, testing and documentation. The splicing of pigtails for singlemode fibers is included in the cost of TERMINATE FIBER IN CABINET, and shall not be paid for separately. This pay item shall <u>not</u> be used to pay for fiber terminations and/or splices completed to meet the requirements of FIBER OPTIC CABLE IN CONDUIT.

SPLICE FIBER OPTIC CABLE IN CABINET.

This work shall consist of fusion splicing singlemode fibers in a field cabinet or inside a building as indicated on the plans and as directed by the Engineer. Splices shall be secured in fiber optic splice trays within fiber optic distribution enclosures. The splice trays shall be Corning Models M67-068, M67-110, or approved equivalent, capable of accommodating the required number of fusion splices. Splice trays shall be incidental to SPLICE FIBER OPTIC CABLE IN CABINET and shall not be paid for separately. The quality of all fiber splices shall be verified by testing and documentation in accordance with Article 802.08(b) of the Standard Specifications, to the satisfaction of the Engineer.

All optical fibers shall be spliced to provide continuous runs. Splices shall be allowed only in equipment cabinets except where otherwise shown on the Plans.

All splices shall be made using a fusion splicer that automatically positions the fibers using a system of light injection and detection. The Contractor shall provide all equipment and consumable supplies.

Basis of Payment: This work shall be paid for at the contract unit price each for SPLICE FIBER OPTIC CABLE IN CABINET, which will be payment in full for all fusion splicing, fiber optic splice trays, testing and documentation, at a cabinet or building location shown on the plans and as directed by the Engineer.

FIBER OPTIC TRACER CABLE.

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

In order to trace the fiber optic cable after installation, an XLP black insulated copper cable No. 14 shall be pulled in the same conduit as the fiber optic cable. The tracer cable shall be continuous, extended into the controller cabinet and terminated on a barrier-type terminal strip mounted on the side wall of the controller cabinet. The barrier-type terminal strip and tracer cable shall be clearly marked and identified. In order to minimize the number of splices required, the tracer cable shall incorporate maximum lengths of cable supplied by the manufacturer. Splicing of the tracer cable will be allowed at the handholes only. The tracer cable splice shall use a Western Union splice soldered with resin core flux. All exposed surfaces of the solder shall be smooth. Splices shall be soldered using a soldering iron. Blowtorches or other devices which oxidize copper cable shall not be allowed for soldering operations. The splice shall be covered with underwater grade WCSMW 30/100 heat shrink tube, minimum length four (4) inches and with a minimum one (1) inch coverage over the XLP insulation.

Basis of Payment: The tracer cable shall be paid for separately as ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1C per foot, which price shall include all associated labor and material for installation.

CONCRETE FOUNDATIONS

Add the following to Article 878.03 of the Standard Specifications:

All anchor bolts shall be according to Article 1006.09, except all anchor bolts shall be hot dipped galvanized the full length of the anchor bolt including the hook.

Concrete Foundations, Type "A" for Traffic Signal Posts shall provide anchor bolts with the bolt pattern specified within the "District 1 Standards Traffic Signal Design Details". All Type A foundations shall be a minimum depth of forty-eight (48) inches.

Concrete Foundations, Type "C" for Traffic Signal Cabinets with battery back-up system, shall be constructed a minimum of seventy-two (72) inches long by thirty-one (31) inches wide, and shall have a minimum depth of forty-eight (48) inches. A concrete apron along the front of the signal cabinet and along the battery back-up side shall be constructed a minimum of thirty-six (36) inches wide by five (5) inches deep. Anchor bolts shall be provided and spaced according to the cabinet manufacturer's specifications.

Concrete Foundations, Type "D" for Traffic Signal Cabinets shall be constructed a minimum of forty-eight (48) inches long by thirty-one (31) inches wide, and shall have a minimum depth of forty-eight (48) inches. The concrete apron at the signal cabinet shall be constructed a minimum of thirty-six (36) inches wide by forty-eight (48) inches long by five (5) inches deep. Anchor bolts shall be provided and spaced according to the cabinet manufacturer's specifications.

Concrete Foundations, Type "E" for Mast Arm and Combination Mast Arm Poles shall meet the following requirements:

MAST ARM SIZE	DIAMETER OF FOUNDATION	DESIGN DEPTH OF FOUNDATION
14'-38'	30"	15'
> or = 40'	36"	15'
COMBINATION MAST ARMS	36"	15'

The Resident Engineer shall approve the foundation excavation prior to placing any concrete. Foundations used for Roadway Lighting shall provide an extra 2½" duct.

DETECTOR LOOP

Revise Section 886 of the Standard Specifications to read:

A minimum of seven (7) working days prior to the Contractor cutting loops, the Engineer shall mark the location of the proposed loops and contact the Traffic Engineer (847) 362-3950 to inspect and approve the layout. When preformed detector loops are installed, the Contractor shall have them inspected and approved prior to the placement of the concrete surface, using the same notification process as above.

Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details". Saw-cuts (homeruns on preformed detector loops) from the loop to the edge of pavement shall be made perpendicular to the edge of pavement in order to minimize the length of the saw cut (homerun), unless otherwise directed by the Engineer or as shown on the plans. Polyethylene unit duct shall be used for detector loop raceways to the handholes. Unit duct shall meet the requirements of NEC Article 343. All unit duct used for traffic signal loop detector runs shall be incidental to the price of the detector loop.

The detector loop cable insulation shall be labeled with the cable specifications. Each detector loop lead-in wire shall be labeled in the handhole using a Panduit 250W175C waterproof tag or approved equal. The tag will be secured to each wire with nylon ties.

The resistance to ground for new detector loops shall be a minimum of 500 megaohms under any conditions of weather or moisture. Inductance shall be more than 50 microhenries and less than 700 microhenries. Quality readings shall be more than 5. All new or replacement lead-in cables shall be connected to the loop interface panel using appropriate crimp-on, spade type connectors.

Detector loop measurements shall include the saw cut and the length of the loop lead-in to the edge of pavement. The lead-in wire, including all necessary connections for proper operations, from the edge of pavement to the handhole, shall be incidental to the price of the detector loop. Unit duct,

trench and backfill, and drilling of pavement or handholes shall be incidental to detector loop quantities.

The location of each dive hole shall be marked on the face of the curb, the edge of pavement or the handhole, with a saw cut 1/4 inch deep by 4 inches long.

- (a) Type I: Each detector loop, which is to be installed in new asphalt pavement, must be placed in the pavement below the surface course. Each detector loop, which is to be installed in an existing asphalt or concrete pavement, shall be located to miss existing pavement cracks, if possible. Loop sealant used to seal new loops shall consist of a two-component thixotropic, chemically-cured polyurethane. The sealant will be Chemque Q-Seal 295, Perol Elastic Cement A/C Grade or an approved equal. The sealant shall be installed 1/8 inch below the pavement surface. Excess sealant, which accumulates on the surface, shall be removed immediately. Loop sealant used to reseal existing loops shall be composed of an asphalt-based compound. The sealant will be Doseal 230 or an approved equal.
- (b) Preformed. This work shall consist of furnishing and installing a rubberized heat resistant preformed traffic signal loop in accordance with the Standard Specifications, except for the following:

Preformed detector loops shall be installed in new pavement constructed of portland cement concrete and shall be placed in the substrate. Loop lead-ins shall be protected to the satisfaction of the Engineer.

Handholes shall be placed next to the shoulder or back of curb when preformed detector loops enter the handhole.

Preformed detector loops shall be factory assembled. Homeruns and interconnects shall be pre-wired and shall be an integral part of the loop assembly. The loop configurations and homerun lengths shall be assembled for the specific application. The loop and homerun shall be constructed using 11/16-inch outside diameter (minimum), 3/8-inch inside diameter (minimum) Class A oil resistant synthetic cord-reinforced hydraulic hose with 250 psi internal pressure rating. Hose for the loop and homerun assembly shall be one continuous piece. No joints or splices shall be allowed in the hose except where necessary to connect homeruns or interconnects to the loops. This will provide maximum wire protection and loop system strength. Hose tee connections shall be heavy-duty high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing glue joints. The tee shall have the same flexible properties as the hose to insure that the whole assembly can conform to pavement movement and shifting without cracking or breaking. The wire used shall be #16 THWN stranded copper. The number of turns in the loop shall be application specific. Homerun wire pairs shall be twisted a minimum of four turns per foot. No wire splices will be allowed in the preformed loop assembly. The loop and homeruns shall be filled and sealed with a flexible sealant to insure complete moisture blockage and further protect the wire.

To minimize the length of time that a signal operates without vehicle detection, detector loops for active traffic signal installations shall be installed in a timely manner as follows:

If in the opinion of the Engineer construction conditions are suitable for loop installation(s), the

Engineer shall notify the Contractor to proceed. The detector loops shall be installed and fully operational within fourteen (14) calendar days following notification to proceed by the Engineer. This 14-day period shall be in effect throughout the entire year, including the off season, regardless of the Contractor's working day status. Failure by the Contractor to complete the loop installation(s) within the specified timeframe shall result in liquidated damages in the amount of \$500.00 per calendar day, per occurrence.

Basis of Payment. This work shall be paid for at the contract unit price per foot for DETECTOR LOOP, TYPE I or PREFORMED DETECTOR LOOP as specified in the plans, which price shall be payment in full for furnishing and installing the detector loop and all related connections for proper operation.

EMERGENCY VEHICLE PRIORITY SYSTEM

Revise Section 887 of the Standard Specifications to read:

If not marked in the Contract plans, it shall be the Contractor's responsibility to contact the municipality or fire district to verify the brand of emergency vehicle preemption equipment to be installed prior to the contract bidding. The equipment must be of the latest type manufactured and must be completely compatible with all components of signal equipment currently in use by the County.

All new installations shall be equipped with confirmation beacons as shown on the District 1 "Standard Traffic Signal Design Details". The confirmation beacon shall consist of a 150 watt Par 38 flood lamp for each direction of preemption. The lamp shall have an adjustable mount with a weatherproof enclosure for cable splicing. All hardware shall be cast aluminum or stainless steel. Holes drilled into signal poles, mast arms, or posts shall require rubber grommets to prevent chafing of wires. In order to maintain uniformity between communities, the confirmation beacons shall indicate when the control equipment receives the preemption signal. The preemption movement shall be signalized by a flashing indication at the rate specified by Section 4K.01 of "MUTCD". The stopped preempted movements shall be signalized by a continuous indication.

All light operated systems shall operate at a uniform rate of $14.035 \text{ hz} \pm 0.002 \text{ hz}$, or as otherwise required by the Traffic Engineer, and provide compatible operation with other light systems currently being operated in the County.

Basis of Payment. The work shall be paid for at the contract unit price each for furnishing and installing LIGHT DETECTOR and LIGHT DETECTOR AMPLIFIER. Furnishing and installing the confirmation beacon shall be incidental to the cost of the Light Detector. The light detector amplifier shall be paid for on a basis of (1) one each per intersection controller and shall provide operation for all movements required in the pre-emption phase sequence.

TEMPORARY TRAFFIC SIGNAL INSTALLATION

Add the following to Section 890 of the Standard Specifications:

Only an approved equipment vendor will be allowed to assemble the temporary traffic signal cabinet. Also, an approved equipment vendor shall assemble and test a temporary railroad traffic signal cabinet. (Refer to the "Inspection of Electrical Systems" specification) A representative of the

approved control equipment vendor shall be present at the temporary traffic signal turn-on inspection.

Only controllers compatible with "icons" software (NTCIP) or "Aries" software, currently in use by LCDOT, will be approved for use at temporary signal locations. Controller software compatibility requirements are based upon the controller's location in the communication system, and shall be as shown on the plans. All controllers used for temporary traffic signals shall be fully-actuated NEMA microprocessor based with RS232 data entry ports compatible with existing monitoring software, installed in NEMA TS-1 or TS-2 cabinets with 8 phase back panels, capable of supplying 255 seconds of cycle length and individual phase length settings up to 99 seconds. On projects with one lane open and two way traffic flow, such as bridge deck repairs, the temporary bridge signal controller shall be capable of providing an adjustable all red clearance setting of up to 30 seconds in length. All controllers used for temporary traffic signals shall meet or exceed the requirements of Section 857 of the Standard Specifications with regards to internal time base coordination and preemption.

All temporary traffic signal cabinets shall have a closed bottom made of aluminum alloy. The bottom shall be sealed along the entire perimeter of the cabinet base to ensure a water, dust and insect-proof seal. The bottom shall provide a minimum of two (2) 4-inch diameter holes to run the electric cables through. The 4-inch diameter holes shall have a bushing installed to protect the electric cables and shall be sealed after the electric cables are installed.

The stand which supports the temporary traffic signal cabinet shall be constructed of lumber and plywood that has been pressure-treated to protect against rot, mold, and insects.

Grounding shall be provided for the temporary traffic signal cabinet meeting or exceeding the applicable portions of the National Electrical Code, Section 807 of the Standard Specifications and the District 1 Traffic Signal Specifications for "Grounding of Traffic Signal Systems".

All traffic signal head sections shall be twelve (12) inches. The temporary traffic signal heads shall be placed as indicated on the temporary traffic signal plan or as directed by the Traffic Engineer. The Contractor shall furnish enough cable slack to relocate heads to any position on the span wire or at locations illustrated on the plans for construction staging. The temporary traffic signal shall remain in operation during all signal head relocations. Each temporary traffic signal head shall have its own cable from the controller cabinet to the signal head.

For temporary traffic signal installations within closed loop system(s), the controller shall be compatible with the existing traffic signal system master controller. The existing system interconnect is to be maintained as part of the Temporary Traffic Signal Installation specified on the plan. The interconnect shall be installed into the temporary controller cabinet as per the notes or details on the plans. All labor and equipment required to install and maintain the existing interconnect shall be incidental to the item TEMPORARY TRAFFIC SIGNAL INSTALLATION.

All emergency vehicle priority equipment (light detectors, light detector amplifiers, confirmation beacons, etc.) as shown on the temporary traffic signal plans shall be provided by the Contractor. It shall be the Contractor's responsibility to contact the municipality or fire district to verify the brand of emergency vehicle priority equipment to be installed prior to the contract bidding. The equipment must be completely compatible with all components of signal equipment currently in use by the County. All light operated systems shall operate at a uniform rate of 14.035 hz ±0.002, or as

otherwise required by the Engineer. All labor and material required to install and maintain the Emergency Vehicle Priority system shall be incidental to the item Temporary Traffic Signal Installation.

All temporary traffic signal installations shall have approved vehicular detection and approved pedestrian push buttons installed as shown on the plans or as directed by the Engineer. Vehicular detection shall be provided by video sensors, microwave sensors, or detector loops, and shall be paid for separately. The Contractor shall install, wire, and adjust the alignment of the vehicular detection system in accordance with the manufacturer's recommendations and requirements. When directed by the Engineer, this item shall also include operational items such as: controller database changes, timing changes, activation/deactivation of phases, relocation of signal heads, relocation / reconfiguration of detectors (microwave and/or video), and bagging / unbagging signal heads. A representative of the approved control equipment vendor shall be present and assist the contractor in setting up the vehicular detection system. On temporary traffic signal installations with detector loops, polyethylene unit duct shall be used for detector loop raceways from the saw-cut to 10 feet up the wood pole, unless otherwise shown on the plans. Unit duct shall meet the requirements of NEC Article 343. All unit duct used for traffic signal loop detector runs shall be incidental to the price of the detector loop.

All existing street name and intersection regulatory signs shall be removed from existing poles and relocated to the temporary signal span wire. If new mast arm assemblies and posts are specified for the permanent signals, the signs shall be relocated to the new equipment at no extra cost.

The Contractor shall not be required to pay the energy charges for the operation of the existing traffic signal installation. If the installation replaces an existing signal, the Contractor shall not be required to pay the energy charges for the operation of the temporary traffic signal. The Contractor shall pay the energy charges for all other temporary traffic signal installations.

The Contractor shall furnish all control equipment for the temporary traffic signals(s) unless otherwise stated in the plans. On projects with multiple temporary traffic signal installations, all controllers shall be of the same manufacturer and model number with current software installed.

Maintenance shall meet the requirements of the "Standard Specifications" and District 1 Specifications for "Maintenance of Existing Traffic Signal Installation". Maintenance of temporary signals and of the existing signals shall be incidental to the cost of this item. When temporary traffic signals are to be installed at locations where existing signals are presently operating, the Contractor shall be fully responsible for the maintenance of the existing signal installation as soon as he begins any physical work on any portion of the project. Maintenance responsibility of the existing signals shall be incidental to the item TEMPORARY TRAFFIC SIGNAL INSTALLATION. In addition, a minimum of seven (7) days prior to assuming maintenance of the existing traffic signal installation(s) under this contract, the Contractor shall contact the Traffic Engineer (847) 362-3950 to request an inspection of the installation(s).

Temporary Traffic Signals for bridge projects shall follow the State Standards, Standard Specifications, District 1 Traffic Signal Specifications, and any plans for Bridge Temporary Traffic Signals included in the plans. The installation shall meet the above requirements for TEMPORARY TRAFFIC SIGNAL INSTALLATION. In addition, all electric cable shall be aerially suspended, at a minimum height of 18 feet, on temporary wood poles (Class 5 or better) of 45 feet minimum height. The signal heads shall be span-wire-mounted or bracket-mounted to the wood pole or as directed by

the Engineer. The Controller cabinet shall be mounted to the wood pole or as directed by the Engineer. All approaches for temporary traffic signals for bridge projects shall have microwave vehicle sensors or video vehicle detection, as shown on the plans or as approved by the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price each for TEMPORARY TRAFFIC SIGNAL INSTALLATION which shall include all costs for the installation, modification, maintenance, operational items, complete removal of the temporary traffic signal., and all material required to complete the work.

REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT.

Add the following to Article 895.05 of the Standard Specifications:

The traffic signal equipment, which is to be removed and will become the property of the Contractor, shall be disposed of by the Contractor outside the right-of-way at his/her own expense.

The Contractor shall safely store and arrange for delivery of all equipment that will remain the property of LCDOT. The Contractor shall deliver, unload and stack the equipment at the owner's facility, as directed by the Engineer, within 30 days of removing it from the traffic signal installation. The Contractor shall provide three (3) copies of a list of equipment that is to remain the property of LCDOT including model and serial numbers where applicable. The Contractor shall also provide a copy of the contract plan or special provisions showing the quantities and type of equipment to be delivered. Controllers and peripheral equipment from the same location shall be boxed together (equipment from different locations may not be mixed) and all boxes and controller cabinets shall be clearly marked or labeled with the location from which they were removed. The Contractor shall be responsible for the condition of the traffic signal equipment from the time of removal until the acceptance of a receipt written by the owner indicating that the items have been returned in good condition.

Traffic signal equipment which is lost or not returned to the County for any reason shall be replaced with new equipment meeting the requirements of these Specifications.

PEDESTRIAN PUSH-BUTTON.

Replace Article 1074.02 of the Standard Specifications with the following:

Pedestrian Push-button assembly shall be a Campbell Company 57H Station with a round Progressive Traffic Products "BumbleBee" button, or an approved equal. The push-button assembly shall be installed with a 5-inch by 7¾-inch Campbell Company vandal resistant sign, according to the following:

Where pedestrian signal heads are used, pedestrian signs shall provide the "Push Button for" legend, with the Walking Man symbol and arrow (R10-4b). Where no pedestrian signal heads are used, pedestrian signs shall provide the "Push Button for Green Light" legend with arrow (R10-3 with arrow), or as specified on the plans.

Basis of Payment: This work shall be paid for at the contract unit price each for PEDESTRIAN PUSH BUTTON. The unit price shall include furnishing and installing the pedestrian station, push button, sign, and all necessary equipment and connections for proper operations. Electric cable in conduit shall be paid for separately.

PEDESTRIAN PUSH-BUTTON, LED

Replace Article 1074.02 of the Standard Specifications with the following:

This item shall meet the same requirements as PEDESTRIAN PUSH BUTTON, with the following exception: The button shall be a Campbell Company DCC 200 Series stainless steel button, with "Enlightened" feature (Red LED), or approved equal. The Campbell "Enlightened" feature requires an interface panel in the signal cabinet, which can control up to two pedestrian phases

Basis of Payment: This work shall be paid for at the contract unit price each for PEDESTRIAN PUSH BUTTON, LED. The unit price shall include furnishing and installing the pedestrian station, push button, sign, and all necessary equipment and connections for proper operations, including cabinet interface panels and/or modules. Electric cable in conduit shall be paid for separately.

CONTROLLER CABINET AND PERIPHERAL EQUIPMENT.

Add the following to Article 1074.03 of the Standard Specifications:

Cabinets shall be designed for NEMA TS2 Type 1 operation. All cabinets shall be pre-wired for a minimum of eight (8) phases of vehicular, four (4) phases of pedestrian, and four (4) phases of overlap operation. Individual load switches shall be provided for each vehicle, pedestrian, and right turn overlap phase.

- Cabinets The cabinet shall be 65 inches high, and shall provide a third shelf for mounting additional equipment. The cabinet shall be fabricated of 1/8" thick unpainted aluminum alloy 5052-H32. The surface shall be smooth, free of marks and scratches. All external hardware shall be stainless steel.
- Cabinet Doors Provide front and rear doors of NEMA type 3R construction with cellular neoprene gasket that is rain tight. Door hinges shall be continuous 14-gauge stainless steel and shall be secured with 1/4-20 stainless steel carriage bolts.
- Controller Harness Provide a TS2 Type 2 "A" harness in addition to the TS2 Type 1 harness.
- Surge Protection EDCO Model 1210 IRS with failure indicator.
- BIU Containment screw required.
- Switch Guards All switches shall be guarded.
- Heating One (1) 200-watt, thermostatically-controlled, Hoffman electric heater, or approved equivalent.
- Plan & Wiring Diagrams 12" x 16" moisture sealed container attached to door.
- Detector Racks Fully wired and labeled for four (4) channels of emergency vehicle preemption and sixteen (16) channels of vehicular operation.
- Field Wiring Labels All field wiring shall be labeled.
- Field Wiring Termination Approved channel lugs required.
- Power Supply Provide a nonconductive shield.
- Circuit Breaker The signal load circuit breaker shall be rated thirty (30) amps.
- Police Door Provide wiring and termination for plug-in manual phase advance switch.
- Railroad Pre-Emption Test Switch Eaton 8830K13 SHA 1250 or approved equivalent.

FULL ACTUATED CONTROLLER, IN TYPE IV CABINET, NEMA-TS2, (SPECIAL)

This item shall comply with Sections 857 and 863 of the Standard Specifications for Road and Bridge Construction, and shall also comply with the following requirements:

The controller shall meet the requirements for NEMA-TS2 standards for a Type 1 Cabinet.

The controller shall be the latest model available that is compatible with "icons" software (NTCIP) or "Aries" software, currently in use by LCDOT. Controller software compatibility requirements are based upon the controller's location in the communication system, and shall be as shown on the plans.

The cabinet shall be 65 inches high, and shall provide a third shelf for mounting additional equipment. Also, the cabinet shall have front and rear doors of NEMA type 3R construction with cellular neoprene gasket that is rain tight. Door hinges shall be continuous 14-gauge stainless steel and shall be secured with ½-20 stainless steel carriage bolts. Standard equipment shall include a three-point locking system that secures the door at the top, bottom and center. A corbin lock with two keys shall also be furnished. The front and rear doors shall be equipped with a two-position doorstop, one at 90° and one at 120°.

Basis of Payment: This item will be paid for at the contract unit price each for FULL ACTUATED CONTROLLER, IN TYPE IV CABINET, NEMA-TS2, (SPECIAL) which price shall be payment in full for furnishing and installing the cabinet and controller, complete with necessary connections and equipment for proper operation, at a location designated by the Engineer. If required, the transceiver shall be considered incidental to the cost of this item. Removal of an existing controller, and its return to the County, shall also be incidental to the cost of this item.

TRAFFIC ACTUATED CONTROLLER AND CABINET INTERCONNECTED WITH RAILROADS. Add the following to Article 1074.03 of the Standard Specifications to read:

Cabinets shall be NEMA TS2 Type 1 design, meeting the requirements of CONTROLLER CABINET AND PERIPHERAL EQUIPMENT and FULL ACTUATED CONTROLLER, IN TYPE IV CABINET, NEMA-TS2, (SPECIAL). In addition, the following shall apply to railroad interconnected equipment:.

Only an approved traffic signal equipment supplier shall assemble railroad interconnected controllers and cabinets. The equipment shall be tested and approved in the equipment supplier's District 1 approved facility prior to field inspection.

The pedestrian clearance during railroad preemption will be limited to a flashing "Don't Walk" interval, equal in length to the vehicle yellow clearance interval, and shall time concurrently with the vehicle yellow clearance.

The terminal facility shall be wired so as to provide supervision of all essential pre-emption components. This wiring shall cause the facility to transfer to or remain in flashing operation in the event any critical component is missing, not connected or failed. Interface relays shall be wired so as to be in the energized state during normal (non-pre-empt) operation. Failure of a relay coil shall open the supervision loop and cause the intersection to transfer to flashing operation. Each critical element such as controller harnesses and interface relays shall be wired to form a series loop which must be complete for normal operation.

A method of supervising the 6-conductor cable interconnecting the traffic and railroad facilities shall provide flashing operation during failed cable conditions. Upon detection of a failed railroad interconnect the controller shall provide one (1) track clearance green interval and shall enter flashing operation at end of track clearance yellow interval. Such flashing operation must be manually reset. The supervision circuit shall, within reason, be capable of detecting failure of the supervision circuit components themselves, and shall provide fail-safe operation immediately upon detecting any failure.

The interconnect to the railroad facility shall be such that demand for pre-emption begins when the railroad flashers begin to flash and ends when railroad gates begin to rise.

An IDOT approved method of controller security shall be implemented to assure data integrity and to preclude changes to critical data. The method shall include a means for the controller to continuously verify the controller/cabinet CRC (cycle redundancy check) match. The CRC will be developed based on preemptor entries, unit data (including phases in use, sequence and ring structure, etc.), overlap assignment and timing, firmware version, and any special memory content necessary for proper operation. Where data is stored in a data module, a spare data module shall be provided to the Engineer.

The controller will provide for immediate track clearance green re-service upon receipt of each subsequent preempt demand. During the re-service all normal vehicle clearance intervals, including red revert, will be respected.

The cabinets shall be equipped with a labeled test switch for the railroad interconnected preemption line which will place a call in the controller's railroad preemption phase and also will acknowledge power to the interconnect line. The switch shall automatically return to normal position upon release.

UNINTERRUPTIBLE POWER SUPPLY (UPS)

This specification sets forth the minimum requirements for an uninterruptible power system with battery back-up, for a traffic signal. The system is comprised of the UPS or Inverter unit, bypass switch, batteries, cabinet, and related wiring harnesses.

UPS (Inverter Unit)

The UPS shall produce a fully regenerated, conditioned, regulated pure sine wave 120-volt AC (+/-4%) power output in all operational modes to all traffic control equipment.

The electronic control circuit shall constantly sample the AC input. The UPS shall provide a steady 120v AC from an input source as low as 85 volts and as high as 135volts AC before using the inverter / battery to provide 120 volts to the load.

The switching to battery/inverter will occur in less than 4 milliseconds after utility voltage fluctuations or deviations travel outside preset parameters. The inverter's output shall be pure clean sine wave with an efficiency of 94% at 100% load. The inverter circuit shall be capable of high duty cycle operation.

The UPS shall be rated at Unity power factor (1000 watts) for continuous operation. The UPS shall

be capable of providing an overload output rating of 150% of rated output for 10 minutes at Unity power factor (1500 watts).

In case of UPS failure and or battery depletion, the UPS will ensure upon the return of utility power that the utility power will be failsafe-bypassed to the traffic signal controller. An external manual bypass shall provide a secondary redundant path for the utility power if the internal UPS bypass fails. The UPS shall be capable of operating in a bypass mode until the depleted batteries have recharged to a predetermined state, and then resume full on-line operation. The UPS shall be capable of hot swapping the batteries or battery bank, without shutting down the UPS

The UPS Front Panel shall have the following: A/C Input / Output circular connector, battery connector, multi-function dial timer, LCD display for counting power interruptions, real-time voltage meter and amp/watt meter, circular connector containing dry contact closure for UPS Fail, On Battery, Flash, Low Battery, and Alarm. The front panel shall also have LED indicators for AC/Battery power present, UPS Fault, Overload, Low Battery, and Ground Fault.

The UPS shall interface with the traffic signal controller or master controller to provide the "On Battery" alarm to the Lake County Division of Transportation facilities over the normal fiber optic/dial-up communication channels. The "On Battery" alarm must be wired to the Alarm 2 Function of the traffic signal controller back panel.

The connector shall be rated for 150 amps DC.

Bypass Switch

The Bypass Switch shall consist of one main manual switch, which provides a means of placing the UPS into a bypassed position without interruption of the power to the intersection. A second switch provides a means of isolating the AC utility from the UPS. This provides a means of testing the UPS/Battery back-up by turning off the AC utility to the UPS with the UPS in normal operation. Both of these switches shall be rated 20 amps at 600 volts.

The Bypass Switch AC connections consist of two circular locking Input/Output connectors, phased to the UPS AC harness. This switch will include an alternate-source input connection, which provides a means of connecting a generator or alternate utility source. The Bypass Switch case shall be constructed of aluminum.

Batteries

This system shall be comprised of four (4) or six (6) 12-volt batteries, as required, to provide a minimum two (2) hours of normal signal operation followed by a minimum four (4) hours of flashing red operation. Non-essential items such as streetlights, illuminated street name signs, cabinet lamps and fans, EVPS confirmation beacons, and video monitors do not need to be connected to the UPS. Batteries shall be Optima Spiral Cell, blue top, deep cycle batteries, with a 55 Ah capacity, or an approved equal. The battery cable shall consist of a quick release connector rated at 150 amps. The connector shall have recessed pins and be polarized to prevent accidental cross connecting of the battery string to the UPS.

Cabinet

The cabinet shall be a California Chassis aluminum cabinet, Part Number FCU104013, with a natural aluminum mill finish, or approved equal.

The external cabinet dimensions shall be 41 inches tall by 25 inches wide by 16 inches deep, excluding the door. The cabinet shall house all batteries, the UPS, the Bypass Switch, and the wiring harnesses.

When being installed at an existing traffic signal cabinet, the cabinet for the UPS shall rest on the traffic signal cabinet foundation and shall also be secured to the right side of the traffic signal cabinet. For new traffic signal cabinets, the foundation and UPS cabinet installation shall be according to IDOT Standard 878001-04.

The cabinet shall provide an external connection for an AC generator to power the signals, if necessary, during an extended utility power outage. The external connection shall be a NEMA Style 5-15 male flanged receptacle, and shall be securely covered by a screw-on aluminum plate with a rubber gasket.

The UPS shall be equipped with an integrated safety ("Tip") switch that will interrupt inverter output power in the event of a cabinet knockdown. The safety switch may be either internal to the inverter unit, or mounted inside the UPS cabinet. The safety switch shall be designed to interrupt output power in the event that the inverter is tilted more than twenty degrees on any axis. The switch shall be mechanically latching to ensure that power is not automatically restored to the UPS until the system is reset.

A blue LED indicator light shall be mounted on the side of the UPS cabinet facing traffic and shall illuminate to indicate when the utility power has been disrupted and the UPS is in operation. The light shall be a minimum 1" diameter, and bright enough to be visible from the driving lanes in the daylight.

Basis of Payment: This item shall be paid for at the contract unit price, each, for furnishing and installing the UNINTERRUPTIBLE POWER SUPPLY (UPS). The price shall include the UPS/Inverter unit, Bypass Switch, Batteries, Cabinet, wiring harnesses, and all associated equipment and materials necessary for proper operation.

CABINET NEATNESS

The Contractor shall assure that all wiring and peripheral equipment in any new traffic signal cabinet is in a neat and orderly fashion that is acceptable to the Engineer. This applies to controller cabinets, master cabinets, railroad cabinets, communication cabinets, electrical service cabinets, or any other new cabinet called for in the project plans.

All conduit entrances into the cabinet shall be sealed with a pliable waterproof material. Electrical cables inside the cabinet shall be neatly trained along the base and back of the cabinet. Each conductor shall be connected individually to the proper terminal, and the spare conductors shall be bound into a neat bundle. All cables, including those for signals, vehicle detection, pushbuttons, emergency vehicle preemption, video transmission, and communication shall be neatly arranged and bundled within the cabinet to the satisfaction of the Engineer. Each cable shall be marked with an identification number which corresponds to the number and description on the cabinet cable log.

In the case of an existing cabinet that is being modernized or modified, the new cables being installed shall be trained, bundled and labeled to the satisfaction of the Engineer. When working inside an existing cabinet, the Contractor shall minimize disturbance to existing cables and cabinet

wiring. Any existing cables and cabinet wiring disturbed by the Contractor shall be re-trained, bundled, and/or labeled to the satisfaction of the Engineer.

The County shall not accept maintenance of the traffic signal installations until the requirements of this specification are satisfied. The cost for this work shall be considered incidental to the cost of the associated pay item.

VENDOR REPRESENTATION

Under this provision, the Engineer reserves the right to request the equipment vendor be present at the activation of new traffic equipment. Equipment covered under this provision includes signal heads, cabinets, controllers, amplifiers, preemption, video detection/monitoring, communication/transmission, fiber-optic/telemetry, radio, microwave, infra-red, illuminated signs, streetlights, push buttons, lighted crosswalks, uninterruptible power supplies, and any other new equipment being installed and activated.

This provision is in addition to the requirement contained herein that the Contractor provide a representative from the control equipment vendor to attend the traffic signal inspection for both permanent and temporary traffic signal "turn-ons".

Any costs associated with equipment vendor representation shall not be paid for separately, but shall be incidental to the cost of the associated traffic equipment being activated. Any unforeseen costs incurred by the Contractor to provide this representation shall not be the responsibility of the County.

ELECTRIC CABLE.

Delete "or stranded, and No. 12 or" from the last sentence of Article 1076.04 (a) of the Standard Specifications.

The electric service cable shall have an XLP jacket. All other cable jackets shall be polyvinyl chloride, meeting the requirements of IMSA 19-1 or IMSA 20-1. The jacket color for signal cable shall be black. The jacket color for lead-in and communications cable shall be gray. All cabling between the signal cabinet and the signal heads shall be solid copper, not multi-stranded. Heat shrink splices shall be used according to the District 1 "Standard Traffic Signal Design Details".

STEEL MAST ARM ASSEMBLY AND POLE STEEL COMBINATION MAST ARM ASSEMBLY AND POLE

Add the following to Article 1077.03 of the Standard Specifications:

The poles for all mast arms and combination mast arms, up to and including forty (40) feet in length, shall be manufactured with an eighteen (18)-inch bolt circle at the foundation base plate. The poles for all mast arms and combination mast arms forty-two (42) feet long and longer shall be manufactured with a twenty-one (21)-inch bolt circle.

Traffic signal mast arms shall be one-piece construction, unless otherwise approved by the Engineer. All mast arms and poles shall be galvanized.

Luminaire arms shall be galvanized steel, truss style, clamp-on, and a minimum fifteen (15) feet in length. Luminaires shall be "cobra head" style, with a minimum mounting height of forty (40) feet.

The base of the mast arm pole shall be protected by a Component Products bolt-on galvanized metal shroud or an approved equal, in lieu of stainless steel screening.

STEEL MAST ARM ASSEMBLY AND POLE (SPECIAL). STEEL COMBINATION MAST ARM ASSEMBLY AND POLE (SPECIAL).

Add the following to Article 1077.03 of the Standard Specifications:

The poles for all mast arms and combination mast arms, up to and including forty (40) feet in length, shall be manufactured with an eighteen (18)-inch bolt circle at the foundation base plate. The poles for all mast arms and combination mast arms forty-two (42) feet long and longer shall be manufactured with a twenty-one (21)-inch bolt circle.

Ornamental bases for mast arm poles shall be either cast iron or cast aluminum. All mast arms, mast arm poles, luminaire arms, cast iron bases, and any exposed steel hardware shall be hot-dipped galvanized, and then painted black by the supplier/manufacturer. Cast aluminum bases shall also be painted black by the supplier/manufacturer.

Luminaire arms shall be steel, truss style, clamp-on, and a minimum fifteen (15) feet in length. Luminaires shall be "cobra head" style and painted black by the supplier/manufacturer. Minimum mounting height for luminaires shall be forty (40) feet.

All (Special) steel mast arm assemblies and poles (including combination mast arm assemblies) shall be manufactured and/or supplied by Sternberg Vintage Lighting, Valmont, Beacon or approved equal, according to the following:

- Round, tapered, 16-sharp fluted pole.
- Round, tapered, smooth, standard-curved, flange-connected, traffic signal mast arm
- Hamilton Series (6400D) ornamental base (Sternberg).
- MainStreet Series (200SJ) ornamental base (Beacon).

TRAFFIC SIGNAL POST.

Add the following to Article 1077.01 (d) of the Standard Specifications:

Posts and bases shall be steel and hot-dipped galvanized.

TRAFFIC SIGNAL POST (SPECIAL).

Add the following to Article 1077.01 of the Standard Specifications:

All Traffic Signal Posts (Special) shall be sixteen (16) feet in height, extruded aluminum, unless otherwise specified on the plans. All ornamental bases for Traffic Signal Post (Special) shall be cast aluminum.

All Traffic Signal Posts (Special) and associated ornamental bases shall be assembled and painted black at the factory. All exposed steel hardware shall be hot-dipped galvanized, and then painted black.

All Traffic Signal Posts (Special) and associated ornamental bases shall be manufactured and/or supplied by Sternberg Vintage Lighting, Valmont, Beacon, or approved equal, according to the following:

- Round, straight (non-tapered), five (5)-inch diameter, 12-flat fluted post.
- A ball center cap for the top of the post, instead of a tenon.
- Hamilton Series (5400D) ornamental base, approximately forty-three (43) inches tall. (Sternberg)
- MainStreet Series (100SJ) ornamental base, approximately forty-three (43) inches tall. (Beacon)

INDUCTIVE LOOP DETECTOR

Add the following to Article 1079.01 of the Standard Specifications:

All new inductive loop detectors (amplifiers) shall have a liquid crystal display to view all detector operation, loop diagnostics, loop frequency, inductance, change of inductance readings, and programmable features. When rack space allows, new amplifiers shall be rack-mounted. When the detector rack is full, shelf-mounted amplifiers may be allowed. Shelf-mounted amplifiers shall utilize multi channels to minimize the required shelf space.

ILLUMINATED SIGN, LED

This work shall consist of furnishing and installing an illuminated sign with light emitting diodes.

The light emitting diode (LED) blank out signs shall be manufactured by National Sign & Signal Company, or an approved equal and consist of a weatherproof housing and door, LEDs and transformers.

The LED blank out sign shall provide the correct symbol and color for "NO LEFT TURN" OR "NO RIGHT TURN" indicated in accordance with the requirements of the "Manual on Uniform Traffic Control Devices". The message shall be formed by rows of LEDs.

The message shall be clearly legible and highly visible, under any lighting conditions, within a 15-degree cone centered about the optic axis. The sign face shall be 24 inches by 24 inches. The sign face shall be completely illegible when not illuminated. No symbol shall be seen under any ambient light condition when not illuminated.

All LEDs shall be T-1 ¾ and have an expected lamplife of 100,000 hours. Operating wavelengths will be Red-626nm, Amber-590nm, and Bluish/Green-505nm. Transformers shall be rated for the line voltage with Class A insulation and weatherproofing. The sign shall be designed for operation over a range of temperatures from –35F to +165 F (-37C to +75C).

The LED module shall include the message plate, high intensity LEDs and LED drive electronics. Door panels shall be flat black and electrical connections shall be made via barrier-type terminal strip. All fasteners and hardware shall be corrosion resistant stainless steel.

The housing shall be constructed of extruded aluminum. All corners and seams shall be heli-arc welded to provide a weatherproof seal around the entire case. Hinges shall be continuous full-length stainless steel. Signs shall have stainless steel hardware and provide tool free access to the interior of the sign. Doors shall be 0.125-inch thick extruded aluminum with a 3/16-inch x 1-inch

neoprene gasket and sun hood. The sign face shall have a polycarbonate, matte clear, lexan face plate. Drainage shall be provided by four drain holes at the corners of the housing. The finish on the sign housing shall include two coats of exterior enamel applied after the surface is acid-etched and primed with zinc-chromate primer.

Mounting hardware shall be black polycarbonate or galvanized steel and similar to mounting Signal Head hardware and brackets specified herein.

Basis of Payment: This work shall be paid for at the unit price each for ILLUMINATED SIGN, LED.

LED INTERNALLY ILLUMINATED STREET NAME SIGN

This work shall consist of furnishing a street name sign which is internally illuminated with light emitting diodes, and installing the sign on a traffic signal mast arm or span wire.

The sign shall be manufactured by Traffic Signs, Inc., with a GELcore LED Light Engine, or approved equivalent.

The sign shall display the designated street name clearly and legibly in the daylight hours without being energized. When energized, the entire surface of the sign panel shall be evenly illuminated, and the light transmission factor shall provide a letter to background brightness ratio adequate for nighttime legibility. The sign face/panels shall be 0.125-inch white translucent, high-impact, UV resistant polycarbonate. All surfaces shall be free of blemishes in the plastics or coating that might impair the service or detract from the general appearance of the sign. The sign frame shall be painted black with a durable powder coated process.

Street name signs shall have double-sided message, with the following exception: At locations where one side of a particular sign will not be visible to vehicular traffic, such as a "T" intersection, that sign shall be single-sided. The street name/legend, font, and border shall be as shown on the plans. On both sides of each sign, the sign face legend background shall consist of translucent acrylic HOLLY GREEN EC (electronically cutable) film.

The sign shall be mounted on the mast arm three feet to the right of the furthest right signal head, as viewed by the approaching traffic.

Each sign shall be activated by a photocell. Unless specified on the plans, the photocell may be installed in one of two locations. Each of these alternatives is equally acceptable. Where there is new or existing overhead street lighting on combination mast arms, the photocell may be mounted/installed on the streetlight luminaire. Or, the photocell may be mounted/installed on the side of the sign frame.

The Manufacturer/Vendor shall supply shop drawings of the fixtures, sign, sign message and mounting hardware. All hardware used to install the sign shall be in accordance with the manufacturer's recommendations.

Basis of Payment: This work will be paid for at the contract unit price each for furnishing and installing LED INTERNALLY ILLUMINATED STREET NAME SIGN, of the size specified, complete in place, including photocell and all related hardware, wiring, and connections required for proper operations.

RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM

This work shall consist of providing a revised Signal Coordination and Timing (SCAT) Report and implementing optimized timings to an existing previously optimized closed loop traffic signal system. This work is required due to the addition of a signalized intersection to an existing system or a modification of an existing signalized intersection which affects the quality of an existing system's operation. MAINTENANCE OF THE SUBJECT INTERSECTION SHALL NOT BE TRANSFERRED TO THE COUNTY UNTIL THIS WORK IS COMPLETED AND ACCEPTED.

After the new signalized intersection is added or the existing signal is modified, the traffic signal system shall be re-optimized by an approved consultant. The Contractor shall contact the County Traffic Engineer at (847) 362-3950 for a listing of approved consultants.

A listing of existing signal equipment, interconnect information and existing phasing/timing patterns may be obtained from the Lake County Traffic Engineering Department, if available and as appropriate. The consultant shall consult with the County Traffic Engineer prior to optimizing the system to determine if any extraordinary conditions exist that would affect traffic flows in the vicinity of the system; in which case, the consultant may be instructed to wait until the conditions return to normal or to follow specific instructions regarding the re-optimization.

Traffic counts shall be taken at the subject intersection no sooner than 30 days after the traffic signals are approved for operation by the County Traffic Engineer. Seven day/twenty-four hour automatic traffic recorder counts will be required and manual turning movement counts shall be conducted from 6:30 a.m. to 9:30 a.m., 11:00 a.m. to 1:00 p.m. and 3:30 p.m. to 6:30 p.m. on typical weekday from midday Monday to midday Friday, and if necessary, on the weekend. Additional manual turning movement counts may be necessary if heavy traffic flows exist during off peak hours. The turning movement counts shall identify cars, heavy vehicles, buses, and pedestrian movements.

A Capacity Analysis shall be conducted at the subject intersection to determine its level of service and degree of saturation. Appropriate signal timings shall be developed for the subject intersection and existing timings shall be utilized for the rest of the intersections in the system with minor adjustments if necessary. Changes to the cycle lengths and offsets for the entire system may be required due to the addition/modification of the subject intersection. Both volume and occupancy shall be considered when developing the re-optimized timing program. Signal system optimization analyses shall be conducted utilizing SYNCHRO, PASSER II, TRANSYT 7F, SIGNAL 2000 or other appropriate approved computer software.

If the system is being re-optimized due to the addition of a signalized intersection, all the intersections shall be re-addressed according to the current standard of District One. The proposed signal timing plan shall be forwarded to LCDOT for review prior to implementation. The timing plan shall include a traffic responsive program and a time-of-day program which may be used as a back-up system. After downloading the system timings, the consultant shall make fine tuning adjustments to the timing in the field to alleviate observed adverse operating conditions and to enhance signal coordination.

The consultant shall furnish to LCDOT an original and two copies of the revised SCAT Report for the re-optimized system. The report shall contain the following: turning movement and automatic traffic recorder counts, capacity analyses for each count period, computer optimization analysis for

each count period, proposed implementation plans and summaries including system description, analysis methodology, method of effectiveness comparison results and special recommendations and/or observations. Copies of the entire database including intersection displays and zone displays shall be furnished to LCDOT.

Basis of Payment: This work shall be paid for at the contract unit price per lump sum for RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, which price shall be payment in full for performing all work described herein.

SIGNAL HEADS.

Add the following to Section 1078 of the Standard Specifications to read:

All vehicle signal and pedestrian signal heads shall provide 12-inch displays, with glossy black polycarbonate housings, with the following exception: At locations where existing yellow polycarbonate heads will remain, all new signal heads shall be yellow to match the existing ones. Connecting hardware and mounting brackets shall be polycarbonate, the same color as the heads, or galvanized. A corrosive resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on. Post-top mounting collars are required on all posts, and shall be constructed of the same material as the brackets. Where required, incandescent bulbs shall be manufactured by Duratest, Sylvania or an approved equal. Signal heads shall be positioned according to the District 1 "Standard Traffic Signal Design Details".

All vehicle signal and pedestrian signal heads shall be paid for at the contract unit price per each for the type signal head specified. The price shall be payment in full for furnishing and installing the pedestrian signal head complete.

SIGNAL HEAD, LIGHT EMITTING DIODE (LED)

This work shall meet the requirements of the IDOT Bureau of Design & Environment (BDE) Special Provision "LIGHT EMITTING DIODE (LED) SIGNAL HEAD", revised November 1, 2005, or applicable successor BDE specifications. This BDE Special Provision requires that the LED signal head comply with the Institute of Transportation Engineers (ITE) LED purchase specification, "Vehicle Traffic Control Signal Heads, Part 2: LED Vehicle Traffic Signal Modules", and "Vehicle Traffic Control Signal Heads, Part 3: LED Vehicle Arrow Traffic Signal Modules", or applicable successor ITE specifications, except as modified herein. The LEDs utilized in the modules shall not be Aluminum Gallium Arsenide (AlGaAs) material technology.

Retrofit Traffic Signal Module:

All other specifications apply unless specifically superceded in this section.

- 1. The module shall fit into existing traffic signal section housings built to the specifications detailed in ITE Publication: Equipment and Material Standards, (Vehicle Traffic Control Signal Heads).
- 2. Each Retrofit module shall be designed to be installed in the doorframe of a standard traffic signal housing. The Retrofit module shall be sealed in the doorframe with a one-piece EPDM (ethylene propylene rubber) gasket.
- 3. The lens of the Retrofit module shall be integral to the unit, shall be convex with a smooth outer surface and made of plastic or of glass.

12-inch Programmed Visibility (PV) Module:

All other specifications apply unless specifically superceded in this section.

- 1. The module shall be designed and constructed to be installed in a PV signal housing without modification to the housing.
- 2. The LEDs shall be spread evenly across the module

Basis of Payment: This item shall be paid for at the contract unit price each for SIGNAL HEAD, LED, of the type specified, which price shall be payment in full for furnishing the equipment described above including signal head, LED(s) modules, all mounting hardware, and installing them in satisfactory operating condition. The type specified will indicate the number of signal faces, the number of signal sections, and the method of mounting.

When installed in an existing signal head, this item shall be paid for at the contract unit price each for SIGNAL HEAD, LED of the type specified, RETROFIT, which price shall be payment in full for furnishing the equipment described above including LED(s) modules, all mounting hardware, and installing them in satisfactory operating condition. The type specified will indicate the number of signal faces, the number of signal sections, and the method of mounting.

PEDESTRIAN SIGNAL HEAD, LIGHT EMITTING DIODE (LED)

This work shall meet the requirements of the IDOT Bureau of Design & Environment (BDE) Special Provision "LIGHT EMITTING DIODE (LED) PEDESTRIAN SIGNAL HEAD", effective November 1, 2005, or applicable successor BDE specifications. This BDE Special Provision requires that the pedestrian LED signal head comply with the Institute of Transportation Engineers (ITE) LED purchase specification, "Pedestrian Traffic Control Signal Indications - Part 2: LED Pedestrian Traffic Signal Modules", or applicable successor ITE specifications, except as modified herein. The LEDs utilized in the modules shall not be Aluminum Gallium Arsenide (AIGaAs) material technology.

Each pedestrian signal LED module shall provide the ability to actuate the full upraised hand and the full walking person on one 12-inch section. Two (2) sections shall be installed. The top section shall be wired to illuminate only the upraised hand and the bottom section shall be the walking man. "Egg Crate" type sun shields are not permitted. All figures must be a minimum of 9 inches in height and easily identified from a distance of 120 feet.

Where specified, pedestrian signal heads with a countdown timer shall consist of two (2) 12-inch by 12-inch modules aligned vertically. The top module of the unit shall be an LED message-bearing surface supplied with overlapping full "HAND" and full "MAN" symbols that comply with the ITE Pedestrian Traffic Control Signal Indications (PTCSI) standard for these symbols. The bottom module of the unit shall house a LED countdown traffic signal consisting of a two digit numerical display ("00" to "99") a minimum of seven (7) inches in height. The counter shall begin countdown at the beginning of the pedestrian clearance interval as the pictogram of the hand starts flashing. The counter shall execute a countdown of the time, in seconds, of the pedestrian clearance interval synchronized with the controller and ending at (0) at the expiration of the clearance interval. The counter shall be blank at all other times.

Basis of Payment: This item shall be paid for at the contract unit price each for PEDESTRIAN SIGNAL HEAD, LED, of the type specified and of the particular kind of material when specified. The type specified will indicate the number of faces and the method of mounting.

When installed in an existing signal head, this item shall be paid for at the contract unit price each

for PEDESTRIAN SIGNAL HEAD, LED, of the type specified, RETROFIT, which price shall be payment in full for furnishing the equipment described above including LED(s) modules, all mounting hardware, and installing them in satisfactory operating condition. The type specified will indicate the number of faces and the method of mounting.

TRAFFIC SIGNAL BACKPLATE, LOUVERED, ALUMINUM.

Replace the first sentence of Article 1078.03 of the Standard Specifications with "All backplates shall be aluminum" and louvered".

VIDEO DETECTION SYSTEM, (COMPLETE INTERSECTION)

This specification sets forth the minimum requirements for a system that monitors vehicles on a roadway via processing of video images and provides detector outputs to a traffic controller or similar device. This work shall consist of furnishing and installing an Autoscope Solo Pro or approved equal video vehicle detection system at one signalized intersection, including all necessary hardware, cable and accessories necessary to complete the installation in accordance with the manufacturer's specifications.

In order for the Traffic Engineer to manipulate detection zones and view the video signal over a high-speed connection, the VIDEO DETECTION SYSTEM, (COMPLETE INTERSECTION) must be connected to either the LCDOT Gigabit Ethernet network or a VIDEO TRANSMISSION SYSTEM.

If the VIDEO DETECTION SYSTEM, (COMPLETE INTERSECTION) is being connected to the Gigabit Ethernet network, then a LAYER II (DATA LINK) SWITCH and/or a LAYER III (NETWORK) SWITCH will be required. Layer II and Layer III switches shall be installed according to the plans, and shall be paid for separately.

If the VIDEO DETECTION SYSTEM, (COMPLETE INTERSECTION) is being connected to a new or existing VIDEO TRANSMISSION SYSTEM, then fiber-optic video/data transmitters and receivers may be required. Fiber-optic video/data transmitters and receivers are necessary whenever the VIDEO DETECTION SYSTEM, (COMPLETE INTERSECTION) and the VIDEO TRANSMISSION SYSTEM are installed at separate signalized intersections. When required, fiber-optic video/data transmitters and receivers shall be installed according to the plans, and shall be included in the cost of this item. The VIDEO TRANSMISSION SYSTEM shall be paid for separately.

The system shall consist of integrated machine vision processor sensors (MVPs), an interface panel, and a detector interface card. The quantity of MVP sensors included with this pay item shall be as shown on the plans. The system shall also include a ten-inch color VGA monitor with BNC connector for video input. A simple multi-camera video switching unit shall be provided to select video input to the monitor. Vehicle detection zones shall be user-defined through interactive graphics by placing lines and/or boxes in an image on a VGA monitor. The system shall calculate traffic parameters in real-time and provide local non-volatile data storage for later downloading and analysis.

i. Introduction

The video vehicle detection system shall be easily configurable and expandable to meet traffic management applications such as intersection control, traffic monitoring, incident management, and traffic data collection. The system shall be composed of the following components:

- A machine vision processor (MVP) sensor that provides vehicle detection, JPEG video compression, and communications with other subsystems.
- Detector Interface Card (Mini-Hub TS-2)
- A Windows-based communications and Windows-based applications software for setup and system configuration as well as any continued monitoring and data collection, if required.
- System communications that shall operate over any appropriate serial and/or Ethernet communications links provided by the systems integrator.
- An integrated color camera, zoom lens, and machine vision processor all in one unit; direct, real-time iris and shutter speed control; with single-frame, JPEG image compression.
- The system shall also have easily configured IP addressing for the MVP sensor field network.

II. MVP Sensor

The MVP sensor shall combine an integrated high-speed, color imaging CCD array with zoom lens optics, image-processing hardware and a general-purpose CPU bundled into a sealed enclosure. The sensor shall be equipped with a sunshield to reflect solar heat and to shield the CCD array and faceplate from direct exposure to the sun. The sensor shall also be equipped with a faceplate heater to prevent accumulated ice, snow, or condensation from obscuring the view of the camera. The general-purpose CPU shall directly control the optics and camera electronics.

The lens shall be pre-focused at the factory and shall not require field adjustment. The zoom optics shall maintain focus throughout the operating range from 7 to 74 degrees horizontal field of view (5 to 58 degrees vertical field of view). At an operator's request, the MVP sensor shall temporarily switch to surveillance mode operation, which allows the operator to zoom the lens.

The MVP sensor shall provide color analog video output at 30 frames per second, and shall process a minimum of twenty (20) detector zones placed anywhere in the field of view of the sensor. The analog video output shall provide graphics overlay that indicates the current real-time detection state.

MVP Sensor External Interfaces

The external interfaces to the MVP sensor shall include the following:

Network Communications Port

There shall be a field network communications port to configure and provide general communications and data retrieval. The MVP sensor shall use a full- or half-duplex, RS-485, 4-wire electrical network to facilitate communications with a Windows computer. This port shall be used to update the embedded software and to interact with applications software for the various detection requests supported by the MVP sensor.

Detector I/O Port

The MVP sensor detector port shall use a dedicated, RS-485 2-wire, half-duplex interface between the MVP sensor and a detector interface card also known as a detector port master (DPM) (e.g. Mini-Hub TS2). The real-time state of traffic controller phase inputs shall be transmitted to the MVP sensor. The detector port master interface card shall subsequently translate the detection states to a traffic signal controller.

Differential Video

The MVP sensor shall output full motion, differential analog video over a single, twisted pair.

Power

The MVP sensor shall operate on 24 VAC at 50/60 Hz or 24 VDC. The camera and processor electronics and power supply shall consume a maximum of 10 watts. The integrated faceplate heater shall consume a maximum of 5 watts.

MVP Sensor Vehicle Detection Requirements

The MVP sensor shall be able to be programmed with a variety of detector types which can perform the following functions:

- · Presence/passage detection of moving and stopped vehicles.
- Detection based on the direction of travel.
- Measure vehicle speed and length and provide five (5) classes of vehicles based on length.
- Detect incident shock waves using effective detection algorithms.
- Generate alarm status based on the detection of shock waves, wrong-way vehicles, stopped vehicles, red-light runners, or other operator-defined traffic conditions.
- Combine the output of multiple detectors with logical operators and modify the combined state based on delay or extension timers.

Detection Zone Programming

A VGA monitor shall display the detection zones superimposed on images of traffic scenes. A mouse and keyboard shall be used to place, size, and orient detection zones and edit previously defined detector configurations. It shall also be possible to download detector configurations from the computer to the MVP sensor and upload the current detector configuration that is running in the MVP sensor.

Count Detection Performance

Using an MVP sensor installed for optimal viewing, the system shall be able to accurately count vehicles with at least 96% accuracy under normal operating conditions (day and night), and at least 93% accuracy under artifact conditions. Artifact conditions are combinations of weather and lighting conditions that result from shadows, fog, rain, snow, etc. The volume count shall be accumulated for all traveled lanes, and accumulated over time intervals that contain a minimum of one hundred (100) vehicles to ensure statistical significance.

Demand Presence Detection Performance

The system shall be able to accurately provide demand presence detection. The demand presence accuracy shall be based on the ability to enable a protected turning movement on an intersection stop line, when a demand exists. The probability of not detecting a vehicle for demand presence shall be less than 1-percent error under all operating conditions. In the presence of artifact conditions, the MVP sensor shall minimize extraneous (false) protected movement calls to less than 7%.

Speed Detection Performance

The MVP sensor shall accurately measure average speed of multiple vehicles with more than 98% accuracy under all operating conditions for approaching and receding traffic. The MVP sensor shall accurately measure individual vehicle speeds with more than 95% accuracy under all operating conditions for vehicles approaching the sensor and 90% accuracy for vehicles receding from the sensor.

MVP Sensor Enclosure

The MVP sensor and lens assembly shall be housed in an environmental enclosure that provides the following capabilities:

- The enclosure shall be waterproof and dust-tight to NEMA-4 specifications, and shall have the option to be pressurized with dry nitrogen to 5 ± 1 psi.
- The enclosure shall allow the MVP sensor to operate satisfactorily over an ambient temperature range from -34 degrees C to +60 degrees C while exposed to precipitation as well as direct sunlight.
- The enclosure shall allow the image sensor horizon to be rotated during field installation.
- · A faceplate heater shall prevent the formation of ice and condensation in cold weather.

MVP Sensor Electrical

All video connections from the sensor shall be isolated from earth ground. The video output, communication, and power stages of the sensor shall include transient protection to prevent damage to the sensor. The MVP sensor shall meet CE, FCC, and UL requirements for safety and EMI.

Communications (Video Interface) Panel Requirements

The communications interface panel shall provide a terminal block for terminating power, as well as terminations for two twisted-pair wires for network communications to the MVP sensor, one twisted-pair for video output from the MVP sensor, and one twisted-pair for detector port communications. The panel shall also provide two sets of terminations for two twisted-pair wires for a point-to-point field network. The communications interface panel shall also provide transient protection and a DB9 connector for an optional traffic signal controller interface. This panel shall include a Gigabit Ethernet port and a serial port.

III. Detector Interface Card (Mini-Hub TS-2)

The system shall use a defined communication protocol (detector port protocol) between the MVP sensors and the Mini-Hub TS2. The protocol shall be used to communicate TS1 input pins, TS1 output pins, TS2 detector states, and TS2 phase states. The detector interface card shall be the master of the detector port (DPM) and the MVP sensors shall be the slaves. The DPM shall issue a command for a single or up to eight (8) MVP sensors to respond. The DPM shall exchange input and output state data with the MVP sensor every 100 ms. The DPM interface card shall subsequently translate the detection states to a traffic signal controller. Each input or output pin of an interface card shall have one associated LED output to reflect its input or output state.

IV. Basis of Payment

This item will be paid for at the contract unit price each for VIDEO DETECTION SYSTEM, (COMPLETE INTERSECTION) which price shall be payment in full for furnishing all associated equipment required, installing the system at one signalized intersection, and placing the system in operation to the satisfaction of the Engineer.

REMOTE-CONTROLLED VIDEO SYSTEM

This pay item shall include providing and installing a remote-controlled video system at a location designated by the Engineer. The remote-controlled video system shall be a PELCO Spectra III Series Discreet Dome System or approved equal. This pay item shall include a color camera (minimum 16x or 22x optical zoom), dome assembly, all mounting hardware, connectors, cables, and related equipment necessary to complete the installation in accordance with the manufacturer's

specifications.

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

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

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

Basis of Payment: This item will be paid for at the contract unit price each for REMOTE-CONTROLLED VIDEO SYSTEM, which price shall be payment in full for furnishing all associated equipment required, installing the system complete and in place, and placing the system in operation to the satisfaction of the Engineer.

VIDEO TRANSMISSION SYSTEM

General

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

The VIDEO TRANSMISSION SYSTEM may be installed in either the intersection traffic signal cabinet or in the VIDEO COMMUNICATIONS CABINET. The Cabinet shall be paid for separately.

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

System Components

The system shall consist of telephone video transmitter(s) (ADPRO Fast Scan or approved equal), ISDN Modem(s) (Adtran ISU 128 or approved equal), and related connection cables.

Telephone Video Transmitter

1. The telephone video transmitter shall provide an initial image transmission time of 0.4-2.5 seconds via an ISDN communication link. Subsequent updates shall typically be less than 0.5 seconds depending on scene changes and communication rates.

- 2. The telephone video transmitter shall support NTSC/RS170 image resolutions up to 752 x 480.
- 3. The telephone video transmitter shall have a minimum of ten video input channels each accepting a one-volt peak-to-peak signal. Each video input shall be interchangeable between 75 ohm or high impedance.
- 4. The telephone video transmitter shall have at least one video output designed to drive a 75-ohm load.
- 5. The telephone video transmitter shall have a minimum of ten external alarm inputs that trigger an alarm and store images from the corresponding video channel. The inputs shall be programmable to trigger on contact opening or closure.
- 6. The telephone video transmitter shall have a minimum of ten open collector control outputs that correspond to the control inputs of the receiver.
- 7. The telephone video transmitter shall support PSTN, ISDN, and cellular phone and RF communication links.
- 8. The telephone video transmitter shall communicate via an RS-232 interface, 8 data bits, no parity, either asynchronously or synchronously, with baud rates up to 115.2 kbps and 192 kbps, respectively.
- 9. The telephone video transmitter shall be configured with an RS-485 port that shall be used to control pan/tilt/zoom telemetry stations.
- 10. A hand-held device used for in-field programming shall be included with the telephone video transmitter.
- 11. The telephone video transmitter shall operate within 90-130 volts AC, 18 VA (max) at 110 volts.

iSDN Modem

- 1. The ISDN modem shall support error free data transmission up to 128 kbps on two B channels without data compression.
- 2. The ISDN modem shall support Multilink PPP, ITU-T V.120, Asynchronous BONDING, and Fallback protocols.
- 3. The ISDN modem shall be configurable via a font-panel keyboard interface.

Basis of Payment: This item will be paid for at the contract unit price each for VIDEO TRANSMISSION SYSTEM, which price shall be payment in full for furnishing and/or relocating all associated equipment required, installing the system complete and in place, and placing the system in operation to the satisfaction of the Engineer

LAYER II (DATA LINK) SWITCH

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

The layer two switch shall be a Cisco Catalyst 2955 Series Intelligent Ethernet Switch, or approved equal. This pay item shall include the layer two switch, one VidQuad digital video processor and one video coder/decoder (CODEC) for the video detection cameras at the intersection (if applicable), one video coder/decoder (CODEC) for the PTZ camera at the intersection (if applicable). The video CODEC(s) shall be Cornet Technology, Inc. (CTI) CDX-350, or approved equivalent. This pay item shall also include any necessary media converters and/or terminal servers.

If the layer two switch is interconnected to other signalized intersections that deploy video detection without the use of switches, this pay item shall then also include all necessary video multiplexers,

video and data transmitters, video encoders, and all necessary connections for proper video/data communications.

Basis of Payment: This item will be paid for at the contract unit price each for LAYER II (DATA LINK) SWITCH, which price shall be payment in full for furnishing and installing the switch, the digital video processor, the CODEC(s), media converters, terminal servers, and all necessary connectors, cables, hardware, software, other peripheral equipment, and placing it in operation to the satisfaction of the Engineer.

LAYER III (NETWORK) SWITCH

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

The layer three switch shall be a Cisco Catalyst 3550 Series Intelligent Ethernet Switch, or approved equal. This pay item shall include the layer three switch, one VidQuad digital video processor and one video coder/decoder (CODEC) for the video detection cameras at the intersection (if applicable), one video coder/decoder (CODEC) for the PTZ camera at the intersection (if applicable). The video CODEC(s) shall be Cornet Technology, Inc. (CTI) CDX-350, or approved equivalent. This pay item shall also include any necessary media converters and/or terminal servers.

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

Basis of Payment: This item will be paid for at the contract unit price each for LAYER III (NETWORK) SWITCH, which price shall be payment in full for furnishing and installing the switch the digital video processor, the CODEC(s), media converters, terminal servers, and all necessary connectors, cables, hardware, software, other peripheral equipment, and placing it in operation to the satisfaction of the Engineer.

VIDEO COMMUNICATIONS CABINET.

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

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

The communications cabinet shall have front and rear doors of NEMA type 3R construction with cellular neoprene gasket that is rain tight. Door hinges shall be continuous 14-gauge stainless steel and shall be secured with 1/4-20 stainless steel carriage bolts. Standard equipment shall include a

three-point locking system that secures the door at the top, bottom and center. A corbin lock with two keys shall also be furnished. The front and rear doors shall be equipped with a two-position doorstop, one at 90° and one at 120°. Door locking rods are ½" x ¾" aluminum turned edgeways with 1" nylon rollers. Door handles shall be cast aluminum.

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

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

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

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

- 50-amp circuit breaker. This circuit breaker shall supply power to all devices in the cabinet.
- The main breaker shall be thermal magnetic type, U.L. listed for HACR service, with a minimum
 of 20,000 amp interrupting capacity.
- Two 15-amp load breakers with minimum 10,000 amp interrupting capacity.
- Two 20-amp load breakers with minimum 10,000 amp interrupting capacity.
- An EDCO model ACP-340 surge arrestor, or approved equivalent.
- A 15-position neutral bus bar capable of connecting three #12 wires per position.
- A 7-position ground bus bar capable of connecting three #12 wires per position.
- A NEMA type 5-15R GFI convenience outlet.
- A power supply with input voltage AC100-120/220-240V (switchable) 47-63 Hz, output voltage 24VDC (+5%, -1%), overload protection, and minimum operating temperature range -10° to +60°C. The power supply must be compatible with Cisco Catalyst 2955 Series switch.

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

- Maximum dimensions of 47" H x 15" W x 11" D
- The unit shall provide closed-loop system cooling and heating
- Unit shall be fully gasketed and maintain the NEMA 3R enclosure rating
- Shall utilize a high efficiency, convoluted, refrigerant-free, aluminum heat transfer element
- Shall operate under maximum enclosure temperature of 150°F and maximum ambient temperature of 131°F
- The unit shall dissipate a minimum of 54 Watts per °F
- Shall operate on 115 VAC, 60 Hz
- The unit shall be equipped with a 120 V fin strip heater that works in conjunction with the unit's blowers to maintain the required cabinet temperatures during cold weather
- Unit shall be UL listed

Basis of Payment: This item will be paid for at the contract unit price each for VIDEO COMMUNICATIONS CABINET, which price shall be payment in full for furnishing all associated equipment and labor, and installing the cabinet as shown on the plans and to the satisfaction of the Engineer. The concrete foundation for the cabinet shall be paid for separately.

RELOCATE EXISTING VIDEO DETECTION SYSTEM (COMPLETE INTERSECTION).

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

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

Basis of Payment: This item will be paid for at the contract unit price each for RELOCATE EXISTING VIDEO DETECTION SYSTEM (COMPLETE INTERSECTION), which price shall be payment in full for disconnecting the existing video detection system, remote-controlled video system, packaging/storing it, transporting it, and relocating it to the new location complete and operating to the satisfaction of the Engineer.

RELOCATE EXISTING REMOTE-CONTROLLED VIDEO SYSTEM.

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

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

Basis of Payment: This item will be paid for at the contract unit price each for RELOCATE EXISTING REMOTE-CONTROLLED VIDEO SYSTEM, which price shall be payment in full for disconnecting the existing remote-controlled video system, packaging/storing it, transporting it, and relocating it to the new location complete and operating to the satisfaction of the Engineer.

RELOCATE EXISTING SWITCH.

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

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

Basis of Payment: This item will be paid for at the contract unit price each for RELOCATE EXISTING SWITCH, which price shall be payment in full for disconnecting the existing switch, packaging/storing it, transporting it, and relocating it to the new location complete and operating to the satisfaction of the Engineer.

ELECTRIC CABLE IN CONDUIT, COAXIAL

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

Basis of Payment: This work will be paid for at the contract unit price per foot for ELECTRIC CABLE IN CONDUIT, COAXIAL, which price shall be payment in full for furnishing the material, making all electrical connections and installing the cable complete, measured as specified herein.

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

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

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

Basis of Payment: This work will be paid for at the contract unit price per foot for ELECTRIC CABLE IN CONDUIT, COMMUNICATION NO. 16, 5½ PAIR, which price shall be payment in full for furnishing, installing and making all electrical connections necessary for proper operation.

Traffic Control Plan (L.C.-T- Section 700), Effective 08/08/2005

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

Special attention is called to Articles 105.05, and 107.09, and to Sections 701, 702, 704, and 782 of the "Standard Specifications", and to the following Highway Standards, Details, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

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

STANDARDS

701306	701501	701701
701326	701602	
701336	701606	

<u>DETAILS</u>

LC7001	LC7003	LC7006	LC7008
LC7002	LC7004	LC7007	

RECURRING SPECIAL PROVISIONS

None

DETOURS

Detours and Road Closures on County Maintained Roads within Lake County, Illinois shall be in accordance with the applicable sections of the "Standard Specifications", the "Supplemental Specifications", the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", the Lake County Division of Transportation's Detour Procedures and Guidelines, any special details and Highway Standards contained in the Detour Plan and the Special Provisions contained herein. The LCDOT's Detour Procedures and Guidelines is available from the LCDOT, Traffic Engineering Section upon request.

Traffic Control and Protection (L.C.-T- Section 700), Effective 08/08/2005

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

Article 701.01 "Description" shall be replaced with the following:

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

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

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

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

Article 701.04 "General", section (b) "Contractor's Operations and Equipment", paragraph (2) shall be replaced with the following:

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

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

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

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

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

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

(g) Public Safety and Convenience:

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

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

restricted lane closure time provision may be waived at the Resident Engineer's discretion. The Contractor shall maintain at least one lane in each direction on roads with four or more lanes. The Contractor shall also maintain entrances and side roads along the proposed improvement.

Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences incurred by the Contractor while complying with these requirements shall be considered incidental to the contract, and no additional compensation will be allowed.

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

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

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

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

(h) Traffic Control Deficiency Charge:

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

When the Engineer is notified or determines a traffic control deficiency exist, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be ½ (one half) hour to 8 (eight) hours based upon the urgency of the situation and the nature of the deficiency. The Engineer will be the sole judge.

The deficiency may be any lack of repair, maintenance of, or non-compliance with the traffic control plan.

If the Contractor fails to correct the deficiency within the specified time, a traffic control deficiency shall be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with the

notification and end with the Engineer's acceptance of the correction. The traffic control deficiency charge shall be for the full amount per day for each day the deficiency existed. The daily monetary deduction per deficiency shall be either \$1,000.00 or 0.05 of one percent of the awarded contract value, whichever is greater.

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

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

(i) In addition to the requirements for flaggers listed in Article 701.04 (c), all personnel under the direct supervision of the Contractor including Sub-Contractors working outside of a vehicle (car or truck) within 25 feet of pavement open to traffic shall wear a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute ANSI/ISEA 107-1999 for Conspicuity Class 2 garments. Other types of garments may be substituted for the vest as long as the garments have manufacturer's tags identifying them as meeting the ANSI Class 2 requirement.

Article 701.04(c) "Flaggers", paragraph (1) "General" revise the first sentence to read:

The flagger shall be stationed to the satisfaction of the Engineer and shall be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e). The flagger shall wear the above-mentioned vest in addition to any other type of garments labeled as meeting the ANSI Class 2 requirement.

Article 701.04(c) "Flaggers", paragraph (6) "Night Time Flagging" shall be revised to read:

The flagger station shall be lit by an overhead lighting source other than existing street lighting. The overhead light source shall provide a minumum vertical illuminance of 10 fc (108 lux) measured 1 foot (300 mm) out from the flaggers chest. The bottom of any luminaire shall be a minimum of 10 feet (3 m) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties. The flagger shall be equipped with a fluorescent orange, or a combination of a

fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification 107-1999 for Conspicuity Class 3 garments.

Article 701.05 "Specific Procedures", section (c) "Surface Course and Pavement" paragraph (1) will be replaced by the following:

(1) Prime Coat. "Fresh Oil" signs (W21-1) shall be used when the prime coat is applied to pavement that is open to traffic. The signs are to remain in place until tracking of the prime ceases. These signs shall be erected a minimum of 500 feet (150 m) preceding the start of the prime and on all side roads within the posted area. The signs on the side roads shall be posted a minimum of 200 feet (60 m) from the mainline pavement. These signs are excluded from the time requirements of Article 701.04 (h) " Deficiency Charge" (above). Non-compliance with the provisions of this section, by the Contractor, shall result in an immediate traffic control deficiency charge. All signs shall have an amber flashing light attached.

Article 701.05 "Specific Procedures", section (c) "Surface Course and Pavement" paragraph (2) will be replaced by the following:

(2) Cold Milling. "Rough Grooved Surface" signs (W8-I107) shall be used when the road has been cold milled and is open to traffic. The signs shall remain in place until the milled surface condition no longer exists. These signs shall be erected a minimum of 500 feet (150 m) preceding the start of the milled pavement and on all side roads within the posted area. The signs on the side roads shall be posted a minimum of 200 feet (60 m) from the mainline pavement. All signs shall have an amber flashing light attached.

Article 701.05 "Specific Procedures", section (c) "Surface Course and Pavement" shall be modified by adding the following paragraph:

(7) Area Reflective Crack Control Treatment Fabric. "Slippery When Wet" signs (W8-5) shall be used when crack control fabric is applied to pavement that is open to traffic. These signs shall remain in place until the binder course is laid. The signs shall be erected a minimum of 500 feet (150 m) preceding the

start of the crack control treatment and on all side roads within the posted area. The signs on the side roads shall be posted a minimum of 200 feet (60 m) from the mainline pavement. These signs are excluded from the time requirements of Article 701.04 (h) "Deficiency Charge" (above). Non-compliance with the provisions of this section, by the Contractor, shall result in an immediate traffic control deficiency charge. All signs shall have an amber flashing light attached.

Article 701.06 "Highway Standards Application", section (b) "Standard 701316 and 701321" paragraph (2) g., shall be replaced with the following:

g. Microwave Vehicle Sensors. Microwave Vehicle Sensors shall be installed as directed by the Engineer. The installation of the microwave vehicle sensors shall meet the applicable requirements of Sections 849 and 850 of the "Standard Specifications". LCDOT shall approve the proposed microwave vehicle sensor before the Contractor may furnish or install it. The Contractor shall install, wire and adjust the alignment of the sensor in accordance to the manufacturer's recommendations and requirements. The Engineer shall approve the installation.

The microwave vehicle sensor shall meet the following requirements:

- Detection Range: Adjustable to 60 feet (18 m)
- Detection Angle: Adjustable, horizontal and vertical
- Detection Pattern: 16 degree beam width minimum. [at 50 feet (15 m) the pattern shall be approximately 15.5 feet (4.7 m) wide]
- Mounting: Heavy-duty bracket, predrilled and slotted for pole mounting

Article 701.06 "Highway Standards Application", section (g) "Standard 701521 and 701416" The second sentence in the third paragraph shall be revised to read:

When Standard 701416 is specified, vertical panels may be attached to the concrete barriers where available space prohibits the use of Type II barricades.

Article 701.06 "Highway Standards Application", section (k) "Urban Traffic Control, Standards 701501, 701606, 701601, 701701, 701801" paragraph (1) General", shall be modified by adding the following paragraphs:

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

Whenever any vehicle, equipment, workers or their activities infringe on the shoulder or within 15 feet (4.5 m) of the traveled way, and the traveled way remains unobstructed, then the applicable Traffic Control Standard shall be 701006, 701011, 701101, or 701701. The "Shoulder Work Ahead" sign (W21-5(0)-48) shall be used in lieu of the "Workers" sign (W21-1 or W-21-1a).

All diamond shaped warning signs shall have a minimum dimension of 48 inches x 48 inches (1.2 m x 1.2 m). The Engineer may approve diamond

shape warning signs measuring 36 inches x 36 inches (900 mm x 900 mm) when the posted speed limit is 30 M.P.H. or less.

Article 701.06 "Highway Standards Application" shall be modified by adding the following section:

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

Article 701.07 "Method of Measurement" shall be replaced completely with the following:

701.07 Method of Measurement.

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

Article 701.08 "Basis of Payment" shall be replaced completely with the following:

701.08 Basis of Payment

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

- (1) Temporary Bridge Traffic Signals
- (2) Temporary Rumble Strips [where each is defined as 25 feet (8 m)].
- (3) Temporary Raised Pavement Markers.
- (4) Construction Speed Limit Trailer
- (5) Sand module impact attenuators
- (6) Temporary Bridge Rail
- (7) Traffic Control Supervisor
- (8) Portable Changeable Message Signs (When not shown on the Standard)
- (9) Temporary Concrete Barrier
- (10) Monodirectional Prismatic Barrier Reflector

The salvage value of the materials removed shall be reflected in the bid price

for this item.

Any delays or inconveniences incurred by the Contractor while complying with these requirements shall be considered incidental to TRAFFIC

CONTROL AND PROTECTION, and no additional compensation will be allowed.

Any traffic control devices required by the Engineer to implement the Traffic Control Plan as shown in the plans and specifications of the contract shall be considered incidental to the pay item TRAFFIC CONTROL AND PROTECTION.

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

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

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

Adjusted contract price = 0.25P + 0.75P [1±(X-0.1] Where "P" is the contract price for TRAFFIC CONTROL AND PROTECTION

Difference between original and final sum total

value of all work items for which traffic

Where "X" = control and protection is required.

Original sum total value of all work for which traffic control and protection is required.

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

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

Article 702.01 "Description" shall be modified by adding the following paragraphs:

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

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

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

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

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

The Contractor shall provide a manufacturer's self-certification letter for each Category 1 device and a FHWA acceptance letter for each Category 2 and Category 3 device used on the contract. The letters shall state the device meets NCHRP 350 requirements for its respective category and test level, and shall include a detail drawing of the device.

Article 702.02 "Materials" shall be modified by adding the following paragraph:

The Contractor shall use traffic control devices, which are "crash worthy" in accordance with Manual of Uniform Traffic Control Devices and these

special provisions. The Contractor shall provide proof of "crash worthiness" by submitting to the Engineer the appropriate "Letter of Certification" sent to the manufacturer of the device by the Federal Highway Administration. These "Letters of Certification shall be given to the Engineer at the preconstruction conference.

Article 702.03 "Channeling Devices" section (b) "Barricades", the first paragraph shall be replaced with the following paragraphs:

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

Any drop off greater than 3 inches (75 mm), but less than 6 inches (150 mm), located within 8 feet (2.5 m) of the pavement edge shall be protected by Type II barricades equipped with mono-directional steady burn lights. The barricades shall be placed at a spacing of 100 feet (30 m) center to center. For any drop off within 8 feet (2.5 m) of the pavement edge that exceeds 6 inches (150mm), the Type II barricades equipped with mono-directional steady burn lights shall be placed at a spacing of 50 feet (15 m) center to center. Barricades that must be placed in excavated areas shall have leg extensions installed so that the top of the barricade is in compliance with the height requirements of Standard 702001.

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

Extended Leg Type II Barricades. Extended leg type II barricades shall be required for any drop off within 8 feet (2.5 m) of the pavement edge that exceeds 6 inches (150 mm) in depth. Extended Leg Type II barricades shall be in compliance with the height requirements of Standard 702001. Type II extended leg barricades may be of an "A" frame type with either wood or plastic panels and metal or non-metallic legs and have no rigid stay bracing. The method of weighting the Extended Leg Type II barricades shall be in accordance with the manufacturer's guidelines and approved by the Engineer. Extended Leg Type II barricades shall be equipped with monodirectional steady burn lights and shall be placed at a spacing of 50 feet (15 m) center to center

Check barricades shall be placed in work areas perpendicular to traffic every 1,000 feet (300 m), at one per lane and one per shoulder, to prevent motorists from using work areas as a traveled way. Two additional check barricades shall be placed in advance of each patch excavation or any other hazard in the work area. The first will be placed at the edge of the open traffic lane and the second centered on the closed lane. Check barricades shall be Type II and equipped with a flashing amber light

All Type II Barricades shall be made of plastic, fiberglass or other non-metallic materials. The top panels will be 12 inches x 24 inches (300mm x 600 mm) and the bottom panels will be 8 inches x 24 inches (200 mm x 600 mm). The orange and white reflective sheeting will be Type A, meeting the initial minimum coefficient of reflection in Article 1084.02 of the "Standard Specifications". All other requirements for Type II barricades will be met.

Direction Indicator Barricades shall be used exclusively in lane closure and lane shift tapers. They shall be used only when traffic is being merged with an adjacent through lane or flush median, shifted onto a median crossover or being diverted onto a construction run-around. The barricades shall be placed in series in a taper with the arrow panel directing traffic in the direction of the merge, crossover or run-around. The direction indicator barricades shall meet the requirements for Type II barricades as stated in this special provision. The top panel, which faces traffic, shall be 12 inches x 24 inches (300 mm x 600 mm) with fluorescent orange sheeting meeting the requirements of Article 1084.02(b) of the "Standard Specifications". The top panel indicator arrow shall be 21 inches (530 mm) long with a 91/2-inch (240 mm) wide arrow barb and a 31/2-inch (90 mm) wide arrow shaft. The top panel, facing away from traffic shall have a 12-inch x 24-inch (300 mm x 600 mm) orange and white diagonal panel. The bottom panels shall be 8 inches x 24 inches (200 mm x 600 mm) with orange and white diagonal sheeting, as shown in LCDOT's Special Detail LC7006. All sheeting shall meet the initial coefficient of retroreflection in Article 1084.02(a) of the "Standard Specifications", for Type A sheeting.

the Article 702.03 "Channeling Devices, section (b) "Barricades" shall be modified by deleting the third, fourth, and fifth paragraphs.

Article 702.03 "Channeling Devices", section (c) "Vertical Panels" shall be modified by deleting third sentence of the first paragraph:

Article 702.03 "Channeling Devices", section (e) shall be replaced with the following:

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

Article 702.03 "Channeling Devices" shall be modified by adding the following section,

(g) Vertical barricades shall meet the requirements of Standard 702001-04. All vertical barricades shall be equipped with a steady burn light when used during the hours of darkness unless otherwise stated herein or in the plans. Non-metallic frame supported vertical barricades may be used in lieu of Type II non-metallic barricades in areas which preclude the use of the Type II barricade.

Article 702.05 "Signs", section (a) shall be modified by deleting paragraph (4).

Article 702.05 "Signs", section (a) shall be modified by revising paragraph (6) to read as follows:

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

Article 702.05 "Signs", section (a) shall be modified by adding the following paragraphs:

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

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

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

Article 702.05 "Signs" section (c) shall be modified by deleting section (c).

Article 702.05 "Signs", section (d) "Work Zone Speed Limit Signing", shall be revised to read:

"(d) Work Zone Speed Limit Signs. The Lake County Division of Transportation's Traffic Engineering Department will specify whether a project meets the criteria for a Work Zone Speed Limit. When specified, the work zone speed limit signing shall be installed by county forces only.

All permanent "SPEED LIMIT" signs located within the work zone shall be removed or covered. If the speed limit sign is to be covered, it shall be done in a

manner that no part of the legend shall be visible in any lighting condition. This work shall be completed by county forces only.

Article 702. 05 "Signs" shall be modified by adding the following section (f),

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

The sign(s) shall be trailer mounted. The message panel shall be at least 7 feet (2.1 m) above the pavement, present a level appearance, and be capable of displaying up to eight characters in each of three lines at a time. Character height shall be 18 inches (450 mm).

The message panel shall be of either a bulb matrix or disc matrix design controlled by an onboard computer capable of storing a minimum of 99 programmed messages for instant recall. The computer shall be capable of being programmed to accept messages created by an operator via an alphanumeric keyboard and able to flash any six messages in sequence. The message panel shall also be capable of being controlled by a computer from a remote location via a cellular linkage. The Contractor shall supply the modem, cellular telephone, and the necessary software to run the sign from a remote computer at a location designated by the Engineer. The Contractor shall promptly program and /or reprogram the computer to provide the messages as directed by the Engineer.

The message panel shall be visible from 1,320 feet (400 m) under both day and night conditions. The letters shall be legible from 750 feet (250 m).

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

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

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

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

Article 702. 05 "Signs" shall be modified by adding the following section (g),

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

The following signs are considered Temporary Construction Information Signs:

Entrance White Legend on Green Background Warning-New Lanes Open Black Legend on Orange Background

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

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

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

Article 782 "Prismatic Reflectors" shall be modified by adding the following,

The Prismatic Reflector shall be centered 9 ½ inches (240 mm) below the top of the temporary concrete barrier on the side of the barrier, which faces traffic, one per temporary concrete barrier section or temporary concrete barrier terminal section. The Prismatic Reflector shall be reflective in the direction of approaching traffic only and shall match the color of the centerline or edge line, either amber or crystal, where the temporary concrete barrier is placed.

Basis of Payment. The cost of the Monodirectional, Prismatic Barrier Reflector shall be considered incidental to the contract unit price per foot (meter) for Temporary Concrete Barrier or the contract unit price each for Temporary Concrete Barrier Terminal Section.

BO	R	RO	W	

ENVIRONMENTAL SURVEY REQUEST FORM BORROW/WASTE/USE AREAS

Illinois Department of Transportation Bureau of Design and Environment

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TOPSOIL	V
Excess Earthwork	_
Material Disposal	

Archaeological Survey Dr. John Walthall Biological/Agricultural Survey Richard Norwack

(217) 785-2831	(217) 785-2943
A. Submittal Date / / Requesting Agency: DOH DOA DOWR Loca	Other
Previous survey request(s) submitted for this project? Yes 1. No Addendum #_	
Date(s) of prior submittal(s)	···
B. Route: Marked: County(ies):	District:
	and the second s
C. UBorrow/ Waste/ Use Area Location (Check each which applies.)	V
	·
Dyds³ borrow from this area. Borrow/Waste/Use Area Size:	hectares/ acres
Current Land Use (Check each which applies): Timber Row Crops Pasture	
	·
E. Name of Contractor:	
E. Name of Contractor: Phone: (
E. Name of Contractor: Contact Person: Address:)
E. Name of Contractor:	
E. Name of Contractor: Contact Person: Address: Name of District/Local Resident Engineer: Phone: ()
E. Name of Contractor: Contact Person: Address: Name of District/Local Resident Engineer: Phone: (
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BORROW/WASTE/USE AREAS

Instructions

NOTE:

PLEASE FILL OUT THE ENTIRE FORM. INCOMPLETE FORMS OR ATTACHMENTS WILL BE RETURNED FOR ADDITIONAL INFORMATION. If additional space is needed, incorporate necessary information in the transmittal memorandum. A TRANSMITTAL MEMORANDUM MUST BE SUBMITTED WITH EACH REQUEST FORM.

- Submit survey request at <u>earliest</u> possible date to ensure that construction schedules will be met.
- Complete and submit individual forms and attachments for <u>each</u> borrow area, haul road, plant site, staging/storage area, waste area, etc. to be surveyed.
- In order to avoid repeated trips to the same project site, indicate the number of requests being submitted for this project as the last entry on this form

Α.

Requesting Agency:

DOH – Division of Highways project DOA – Division of Aeronautics project

DOWR - Division of Water Resources project

Local - County or Municipality project

В.

Route: Marked: FAP, FAI, FAU, CH, TR, etc.

Illinois State route designation, U.S. route designation, etc.

C.

Borrow/Use Area Location:

Describe location of borrow area(s), haul roads, plant sites,

staging/storage area, waste area, etc. Include location

map* and plan sketch.

Submittals/Attachments:

- Transmittal Memorandum
- 1 original and 2 copies of this form, <u>each</u> with a location map*, plan sketch, and signed "Landowner Release Form".
- 3 sets of plan view layouts with approximate ROW/easement limits.
- 1 copy of ground level photos is required.

SUBMIT TO APPROPRIATE DISTRICT OFFICE FOR FORWARDING TO:

Gary Gould
Bureau of Design & Environment
Illinois Department of Transportation
2300 South Dirksen Parkway, Room 330
Springfield, Illinois 62764

Attention: Peter J. Frantz

For additional information, call (217) 782-4770.

^{*}Copies from recent plat books also are very useful.

	BORROW [
	TOPSOIL 🗹
	Excess Earthwork Material Disposal
AGREE	EMENT
TO WHOM IT MAY CONCERN:	
, said property owner, (Name of property ow	ner)
(Address of property of	owner)
Io hereby grant to the State Historic Preserv Survey, or their agents, permission to survey (Indicate location of property by county, ran	
	Signature of Property Owner
	Name and Address of Property Owner
officer and the <i>Illinois Archaeological Sur</i> Illinois Department of Transportation, to	mission from the State Historic Preservation vey, or their agents, acting on behalf of the remove artifacts found on said property and olic ownership, in the custody of the State Archaeological Survey, or their agents.
	Signature of Property Owner
	Name and Address of Property Owner

BORRO)W
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TOPSOIL

ENVIRONMENTAL SURVEY REQUEST FORM BORROW/WASTE/USE AREAS

Excess Earthwork

Material Disposal

Biological/Agricultural Survey



Illinois Department of Transportation Bureau of Design and Environment

Archaeological Survey Richard Norwack Dr. John Walthall (217) 785-2943 (217) 785-2831 Submittal Date __/_/ Requesting Agency: DOH DOA DOWR Other _____ Local Addendum # Previous survey request(s) submitted for this project? Yes Nο Date(s) of prior submittal(s) _ County(ies): District: Route: Marked: ____ Project No.: Section: Contract No.: С Job No.: P Borrow/ Waste/ Use Area Location (Check each which applies.) yds³ borrow from this area. Borrow/Waste/Use Area Size: hectares/ _____acres D. Current Land Use (Check each which applies): Timber Row Crops Other (Describe): Pasture Name of Contractor: Contact Person: Phone: (Address: Phone: (Name of District/Local Resident Engineer:__ Not Applicable Has Borrow Area been approved by Bureau of Materials? (Check one.) Yes No F. Date of Approval: requests for this project. This request is number ____ (LEAVE THIS SPACE BLANK) See instructions on Note: reverse side. ATTACHMENTS REQUIRED

ESRF-BWU (Revised 10/93)

BORROW/WASTE/USE AREAS

Instructions

NOTE:

PLEASE FILL OUT THE ENTIRE FORM. INCOMPLETE FORMS OR ATTACHMENTS WILL BE RETURNED FOR ADDITIONAL INFORMATION. If additional space is needed, incorporate necessary information in the transmittal memorandum. A TRANSMITTAL MEMORANDUM MUST BE SUBMITTED WITH EACH REQUEST FORM.

- Submit survey request at <u>earliest</u> possible date to ensure that construction schedules will be met.
- Complete and submit individual forms and attachments for <u>each</u> borrow area, haul road, plant site, staging/storage area, waste area, etc. to be surveyed.
- In order to avoid repeated trips to the same project site, indicate the number of requests being submitted for this project as the last entry on this form

4	Requesting Agency:
	Reducating Agency.

DOH – Division of Highways project
DOA – Division of Aeronautics project
DOWR – Division of Water Resources project
Local – County or Municipality project

B. Route: Marked:

FAP, FAI, FAU, CH, TR, etc.

Illinois State route designation, U.S. route designation, etc.

C. Borrow/Use Area Location:

Describe location of borrow area(s), haul roads, plant sites, staging/storage area, waste area, etc. Include location

map* and plan sketch.

Submittals/Attachments:

- Transmittal Memorandum
- 1 original and 2 copies of this form, <u>each</u> with a location map*, plan sketch, and signed "Landowner Release Form".
- 3 sets of plan view layouts with approximate ROW/easement limits.
- 1 copy of ground level photos is required.

SUBMIT TO APPROPRIATE DISTRICT OFFICE FOR FORWARDING TO:

Gary Gould Bureau of Design & Environment Illinois Department of Transportation 2300 South Dirksen Parkway, Room 330 Springfield, Illinois 62764

Attention: Peter J. Frantz

For additional information, call (217) 782-4770.

^{*}Copies from recent plat books also are very useful.

Excess Earthwork Material Disposal	
TOPSOIL	
BORROW	

<u>AGREEMENT</u>

	or test excavate said property, located
do hereby grant to the State Historic Preservatio Survey, or their agents, permission to survey and/ (Indicate location of property by county, range, to	or test excavate said property, located with and sub-section, as necessary.)
Survey, or their agents, permission to survey and/ (Indicate location of property by county, range, to	wnship and sub-section, as necessary.)
Sig	nature of Property Owner
Nat	ne and Address of Property Owner
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I	
owner of said property, do hereby grant permiss officer and the <i>Illinois Archaeological Survey</i> , Illinois Department of Transportation, to renagree that all artifacts shall remain in public Historic Preservation officer and the <i>Illinois Archaeological Survey</i> ,	or their agents, acting on behalf of the nove artifacts found on said property and ownership, in the custody of the State
Si	gnature of Property Owner
- N	ame and Address of Property Owner



Storm Water Pollution Prevention Plan

Route	F	AU 1215	Marked	_ 5	Sunset Avenue from Delany to Green Bay Rd
Sectio	n	99-00169-05-WR	Project	No.	M-8003(120)
County	у _	Lake			
This p Enviro	olan onme	has been prepared to comply with the provisions of ental Protection Agency for storm water discharges from	the NPD	ES tion	Permit Number ILR10, issued by the Illinois Site Activities.
accord submit gather am aw	danc tted. ring t vare	nder penalty of law that this document and all attach e with a system designed to assure that qualified p Based on my inquiry of the person or persons who nather information, the information submitted is, to the bes that there are significant penalties for submitting false in g violations.	ersonnel nanage the t of my kn	prop e sy owle	perly gathered and evaluated the information stem, or those persons directly responsible for edge and belief, true, accurate and complete.
4		Toppey R. Epichermann			12-6-05 Date
		Signature			Date
		SENIOR ENGINEER, KNIGHT E/A,	INC.		
		Title			
1.	Site	Description			
	a.	The following is a description of the construction as as necessary):	ctivity whic	ch is	the subject of this plan (use additional pages
		The proposed improvement includes pavement reco and gutter, traffic signals, pavement marking, drains section with two 12 foot traffic lanes in each direction	age improv	/em	ents and detention to provide a 60 foot 5-lane
	b.	The following is a description of the intended seque portions of the construction site, such as grubbing, Stage 1 - Construction of temporary pavement, exc	excavatior avation wo	n an ork d	d grading (use additional pages, as necessary) outside existing pavement in viaduct area,
		construction of pavement widening south side, mair Stage 2 - Excavation work for proposed westbound excavation for detention facilities.			
		Stage 3 - Excavation work for proposed eastbound	lanes.		
	C.	The total area of the construction site is estimated t	obe 19).4	acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is __15.4_ acres.

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

2. Controls

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

a. Erosion and Sediment Controls

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

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

- A. A stabilized mat of aggregate underlain with filter cloth (or other appropriate measure) shall be located at any point where traffic will be entering or leaving a construction site to or from a public right-of-way, street, or parking area. Any sediment or soil reaching such areas shall be removed by scraping or street cleaning as accumulations warant and transported to a controlled sediment area.
- B. Soil disturbance shall be conducted in a manner as to minimize erosion. Soil stabilization measures shall consider the time of year, site considerations, and the use of temporary or permanent measures.
- C. Erosion control blankets shall be used in areas indicated on plans, and the type of erosion control blanket shall be determined by the engineer.
- D. Seeding, Class 7 shall be used as temporary erosion control seeding in areas indicated on plans. The seeding shall be applied at all erodable or bare locations within the project limits.
- E. The engineer shall inspect all temporary erosion control structures weekly and after any rainstorm event and in form and direct the contractor to repair/replace all erosion control materials/structures promptly as needed
- F. All temporary erosion and sediment-control measures shall be removed within 30 days after final site stabilization is achieved or after the temporary measures are no longer needed.

Page 2

(ii) Structural Practices. Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

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

- A. Soil erosion and sediment control features shall be constructed prior to the commencement of hydrologic disturbance of upland areas.
- B. Proposed inlets & pipes and all storm sewers that are or will be functioning during construcion shall be protected by an appropriate sediment control measure immediately until the surfaces that drain to them are stabilized.
- C. Perimeter erosion barrier shall be installed at locations specified in the plans (typically 5 feet beyound the toe of slope or at the right-of-way).
- D. The perimeter erosion barrier shall be maintained throughout the construction period and removed in conjunction the final grading and site stabilization.

b. Storm Water Management

Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

- (I) Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on site; and sequential systems (which combine several practices). The practices selected for implementation were determined on the basis of the technical guidance in Section 10-300 (Design Considerations) in Chapter 10 (Erosion and Sedimentation Control) of the Illinois Department of Transportation Drainage Manual. If practices other than those discussed in Section 10-300 are selected for implementation or if practices are applied to situations different from those covered in Section 10-300, the technical basis for such decisions will be explained below.
- Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

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

One storm water retention pond will be constructed near station 30+00 left to detain the first 0.01 inches of runoff for every 1% of impervious surface for the development east of Northwestern Avenue, with a minimum volume equal to 0.2 inches of runoff. Vortex structures will be installed west of Northwestern Avenue to handle runoff in this area.

c. Other Controls

- (i) Waste Disposal. No solid materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- (ii) The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

d. Approved State or Local Plans

The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual, 1995. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

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

Refer to the plans and specifications. The erosion control plan details the locations of the various erosion control practices. The specifications detail the requirement for using the erosion control practices.

3. Maintenance

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

Erosion control items will be maintained as per the special provision for "Maintenance of Temporary Erosion Control Systems" contained in the contract documents.

4. Inspections

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

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

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

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

5. Non-Storm Water Discharges

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

This section is not applicable.



Contractor Certification Statement

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

Project I	nformation;			
Route	FAU 1215	Marked	Sı	inset Avenue from Delany to Green Bay Rd
Section	99-00169-05-WR	Project N	٥	M-8003(120)
County	Lake			·
(NPDES	under penalty of law that I understand the s) permit (ILR 10) that authorizes the stor tified as part of this certification.	e terms of the general Nation rm water discharges associa	nal F ted	Pollutant Discharge Elimination System with industrial activity from the construction
	Signature			Date
	Title			
	Name of Firm	<u> </u>		
	Street Address			
City	St	ate		
Zip C	ode			
	Telephone Number			

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY CONSTRUCTION SITE STORM WATER DISCHARGE INCIDENCE OF NON-COMPLIANCE (ION)

PERMITTEE NAME:	LÁST				FIR	RST		MID	DLE IN	ITIAL		AREA C		R:			
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(DO NOT SUBM	ON	IONAL			DIVISION OF WATER POLLUTION CONTROL. COMPLIANCE ASSURANCE SECTION #19 POST OFFICE BOX 19276 SPRINGFIELD, ILLINOIS 62794-9276 DATE:												
UNLESS REQU	ESTED)																

Information required by this form must be provided to comply with 415 ILCS 5/39(1996). Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

IL 532 2105 WPC 624 Rev 6/98)

GUIDELINES FOR COMPLETION OF INCIDENCE OF NON-COMPLIANCE (ION) FORM

Complete and submit this form for any violation of the Storm Water Pollution Prevention Plan observed during any inspection conducted, including those not required by the Plan. Please adhere to the following guidelines.

- Submit original, photocopy or facsimile copies. Facsimile and/or photo copies should be followed-up with an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the lower right hand corner.
- · · · Submit completed forms to:

Illinois Environmental Protection Agency Division of Water Pollution Control Permit Section Post Office Box 19276 Springfield, Illinois 62794-9276

- · Reports must be typed or printed legibly and signed.
- •••• Use the formats given in the following examples for correct form completion.

Example		<u>Format</u>					
SECTION	12	1 or 2 numerical digits					
TOWNSHIP	12N	1 or 2 numerical digits followed by "N" or "S"					
RANGE	12 W	1 or 2 numerical digits followed by "E" or "W"					

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

NOTICE OF INTENT (NOI) GENERAL PERMIT TO DISCHARGE STORM WATER CONSTRUCTION SITE ACTIVITIES

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NAME:	LAST	FIRST	MIDDLE	(OR COMPANY NAME	' '	ELEPHON IUMBER:	E	AREA CO	DE	NUMBER		
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(select one))												
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HAS THIS PROJECT SATISFIED APPLICABLE REQUIREMENTS FOR COMPLIANCE WITH ILLINOIS LAW ON: HISTORIC PRESERVATION YES NO													
ENDANGERED SPECIES YES NO													
	ING WATER I												
DOES YOUR STORM WATER DISCHARGE DIRECTLY TO: OWNER OF STORM SEWER SYSTEM: WATERS OF THE STATE OR STORM SEWER													
NAME OF CLOSEST RECEIVING WATER:													
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(DO NOT SU	IBMIT ADDITIONAL	DIVISION OF WATER POLLUTION CO ATTN: PERMIT SECTION L POST OFFICE BOX 19276			,,, 00,,,,,,	V CONTROL			PERMIT NO. ILR10				
	ATION UNLESS	SPRINGFIELD, ILLINOIS 62794-9276					D.	DATE:					

Information required by this form must be provided to comply with 415 ILCS 5/39 (1995). Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

IL 532 2104 WPC 623 Rev 6/03

INSTRUCTIONS FOR COMPLETION OF CONSTRUCTION ACTIVITY NOTICE OF INTENT (NOI) FORM

Please adhere to the following instructions:

Submit original, photocopy or facsimile copies. Facsimile and/or photo copies should be followed-up with an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the lower right hand corner.

· · · Submit completed forms to:

Illinois Environmental Protection Agency Division of Water Pollution Control Permit Section Post Office Box 19276 Springfield, Illinois 62794-9276 or call (217)782-0610 www.epa.state.il.us

- · · · Reports must be typed or printed legibly and signed.
- Any facility that is not presently covered by the ILR10 Construction Activity Storm Water Discharge General Permit is considered a new facility.
- •••• If this is a change in your facility information, renewal, etc., please fill in your permit number on the appropriate line.
- NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.
- ···· Use the formats given in the following examples for correct form completion.

	Example	<u>Format</u>
SECTION	12	1 or 2 numerical digits
TOWNSHIP	12N	1 or 2 numerical digits followed by "N" or "S"
RANGE	12W	1 or 2 numerical digits followed by "E" or "W"

- For the Name of Closest Receiving Waters, do not use terms such as ditch or channel. For unnamed tributaries, use terms which include at least a named main tributary such as "Unnamed Tributary to Sugar Creek to Sangamon River."
- •••• Submit a fee of \$500 prior to the Notice of Intent being considered complete for coverage by the ILR10 General Permits. Please make checks payable to: Illinois EPA

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY NOTICE OF TERMINATION (NOT)

OF COVERAGE UNDER THE GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION SITE ACTIVITIES

Please use the tab or arrow keys

OWNER	INFORMATION								- Out	urn mv	në.				
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associated w understand ti	ler penaity of law that dis ith industrial activity from t hat by submitting this noti le general permit, and tha er the Environmental Proter	he identified fac ce of termination	cility that ar on, that I an	e authoriz n no longe	ed by an NPI er authorized ater associa	JES I to : ted	gene disch with	erai pe iarge indus	ermit stori strial	nave m wat activ	ter as	ssoci	iated waters of	ith in the	dustrial
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Information required by this form must be provided to comply with 415 ILCS 5/39 (1996). Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

IL 532 2102 WPC 621 Rev. 1/04

GUIDELINES FOR COMPLETION OF NOTICE OF TERMINATION (NOT) FORM

Please adhere to the following guidelines:

Submit original, photocopy or facsimile copies. Facsimile and/or photo copies should be followed-up with an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the lower right hand corner.

· · · Submit completed forms to:

Illinois Environmental Protection Agency Division of Water Pollution Control Permit Section Post Office Box 19276 Springfield, Illinois 62794-9276 217/782-0610

··· Reports must be typed or printed legibly and signed.

NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.

· · · Use the formats given in the following examples for correct form completion.

·	Example	<u>Format</u>
SECTION	12	1 or 2 numerical digits
TOWNSHIP	12N	1 or 2 numerical digits followed by "N" or "S"
RANGE	12W	1 or 2 numerical digits followed by "E" or "W"

· · · Final stabilization has occurred when:

- (a) all soil disturbing activities at the site have been completed
- (b) a uniform perennial vegetative cover with a density of 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures,
- (c) or equivalent permanent stabilization measures have been employed.



June 2, 2006

Mr. Richard D. McMorris Lake County Division of Transportation 600 W. Winchester Road Libertyville, IL 60048

Subject:

SMC Watershed Development Permit #03-83-103

Sunset Ave Improvements

Delany to Greenbay

Dear Mr. McMorris:

Accompanying this letter is the required Watershed Development Permit. This approval is subject to the conditions on the back of the permit including the following.

Providing prior notification to Tim Cook of the pre-construction conference...

 Providing as-built plans of the stormwater management system (detention pond and storm sewers). Typical As-Built requirements are summarized on the attached checklist.

Keeping copies of the native vegetation seed tags and/or landscaper invoices clearly showing
the species of native vegetation that were planted. This information will be required during
the as-built review stage.

This approval is based on the plans entitled:

PLANS FOR PROPOSED FEDERAL AID HIGHWAY, F.A.U. 1215 (SUNSET AVENUE), DELANY ROAD TO ILLINOIS ROUTE 131 (GREEN BAY ROAD), SECTION NO. 99-00169-05-WR, PROJECT NO. M-8003(119), JOB NO. D-91-423-01, LAKE COUNTY, prepared by Knight Engineers & Architects, received by SMC on February 20, 2006, 151 sheets (reduced size set).

We would like to be of assistance. If you have any questions or would like to set up the preconstruction meeting please call Tim Cook at (847)918-7691.

Sincerely,

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION

Robert D. Gardiner, P.E.

Permit Engineer

Michael D. Warner, P.E.

Chief Engineer

Attachment

As-Built Checklist

C: Jeff Spiekerman – Knight Engineers

Mike Murphy – U.S. Army Corps of Engineers (#200400330)



WATERSHED DEVELOPMENT PERMIT HAS BEEN SECURED WD PERMIT NUMBER 03-83-103

Project:

Sunset Avenue Improvements

PIN: N/A

Address:

Sunset Ave., Delany Road to Green Bay Road

Gurnee & Waukegan, Illinois

Date Issued: 6/5/2006

Issued By: Robert D. Gardiner, PE, CFM

CONDITIONS:

Road improvements on Sunset Avenue from Delaney to Green Bay Road.

NOTICE TO CONTRACTORS AND OWNERS

Post this card at the site, visible from the street and so located as to fermit the inspector to record the indicated inspections on the placard. Do not post in the interior of a building.

INSPECTORS AND SHERIFF'S DEPUTIES ARE INSTRUCTED TO STOP ALL WORK WHERE THIS PERMIT CARD IS NOT DISPLAYED.

REFER TO THE REVERSE SIDE OF THE WATERSHED DEVELOPMENT PERMIT SLIP FOR NECESSARYINSPECTIONS DURING PROGRESS OF THE WORK. ALWAYS MENTION THE WATERSHED DEVELOPMENT PERMIT NUMBER WHEN REFERRING TO THIS PROJECT. IF THIS CARD BECOMES MISLAID OR LOST PLEASE CONTACT LAKE COUNTY STORMWATER MANAGEMENT COMMISSION FOR A REPLACEMENT.

Lake County Stormwater Management Commission (847) 918-5262

As-built Review Checklist Revised April 25, 2005

Please provide the following information, where applicable, when submitting as-built plans to Lake County Stormwater Management Commission (SMC) for approval. Please ensure that the as-built information is annotated onto the permitted construction plans and is not a stand-alone current conditions exhibit. Spot elevations, contours, and cross-sections for cut and fill areas located in the Regulatory Floodplain Floodplain cut and fill calculations based on the as-built survey Spot elevations and contours for all constructed detention and water quality treatment facilities, including: 2-yr and 100-yr water elevation contours • Flared end section and restrictor inverts Detailed topography for the emergency overflow spillway Top of berm spot elevations surrounding detention facility Detention volume calculations based on the as-built survey Storm sewer locations, sizes, inverts and rim elevations Top of curb elevations at locations of overland flow paths Overland flow path (swale) as-built cross-section survey (A minimum of 2 cross-sections with at least 3 points, one on either bank and one at the invert) Low floor elevations/lowest adjacent grade elevations for structures adjacent to Regulatory Floodplain, overland flow paths, or detention facilities Verification of at least 90% coverage, on an areal basis, of plants

season.

comprising a minimum of 50% of the native vegetation seed list as approved on the permitted plan set at the end of the second full growing

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AG	REEMENT is made and entered into a NION PACIFIC RAILROAD	is of the day of _ COMPANY, a Delay	yare corporation (the "Railroad");
and			
and	(Name of	Contractor)	
a(State of Incor	corporation (the "Contract	or").	
RECITALS:	•		
of the existing Su	or has been hired by (the) Lake County nset Avenue grade separation public in property of Railroad in the vicinity of	road crossing (the "work	"), with all or a portion of such work
Lake County, Illinard (the) Lake Co	nois, which work is the subject of a con punty.	ntract dated(Date of C	between Railroad &M Agreement)
on the print marke	or has requested Railroad to permit it to ed Exhibit A, attached hereto and hereb erms and conditions.	perform the work on the by made a part hereof, and	portion of Railroad's property shown Railroad is agreeable thereto, subject
AGREEMENT:	•	•	
NOW,	THEREFORE, it is mutually agreed t	oy and between the Railr	oad and Contractor, as follows:
ARTICLE 1 -	DEFINITION OF CONTRACTOR	<u>3</u> .	
For purp contractors, subc	poses of this agreement, all references i contractors, officers, agents and emplo	in this agreement to the Coyees, and others acting t	ontractor shall include the Contractor's under its or their authority.
ARTICLE 2 -	RIGHT GRANTED; PURPOSE.		
to each and all of from the proper The right hereir	of the terms, provisions and conditions ty described in the Recitals for the put	s herein contained, to ent rpose of performing any ose portions of Railroad's	hereinafter stated and upon and subject er upon and have ingress to and egress work described in the Recitals above, property specifically described herein,
ARTICLE 3 -	TERMS AND CONDITIONS CO	NTAINED IN EXHIBI	TS A, B, C AND D.
	rms and conditions contained in Exhib part of this agreement.	oit A, Exhibit B, Exhibi	t C and Exhibit D, attached hereto, are

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. The Contractor shall bear any and all costs and expenses associated with any work performed by the Contractor, or any costs or expenses incurred by the Railroad relating to this agreement.

Folder No.: 2207-93

B. The Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

Gary Mang
Manager Track Maintenance
Union Pacific Railroad Company
10 West Clayton
Waukegan, IL 60085
Phone: 847-623-6155
FAX: 708-649-5420

C. The Contractor, at its own expense, shall adequately police and supervise all work to be performed by the Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of Exhibit B. The responsibility of the Contractor for safe conduct and adequate policing and supervision of the Contractor's work shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications involving the work, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad Representative, or by compliance by the Contractor with any requests or recommendations made by the Railroad

ARTICLE 5 - TERM; TERMINATION.

Representative.

A.	The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until
	, unless sooner terminated as herein provided, or at such time as Contractor has
	(Expiration Date)
comp	oleted its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative
in wi	riting when it has completed its work on Railroad property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 6 - CERTIFICATE OF INSURANCE.

- A. Before commencing any work, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in Exhibit C of this agreement.
- B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be directed to:

Union Pacific Railroad Company 1800 Farnam Street Omaha NE 68102 Attn.: Director Contracts Folder No.: 2207-93

ARTICLE 7 - DISMISSAL OF CONTRACTOR/SUBCONTRACTOR EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad property any employee of Contractor or any subcontractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad property.

ARTICLE 8 - ADMINISTRATIVE FEE.

Contractor shall pay to Railroad FIVE HUNDRED DOLLARS (\$500.00) as reimbursement for clerical,

2207-93 Lake County @ Waukegan, IL Sunset Avenue Articles of Agreement Page 2 October 2, 2003

Folder No.: 2207-93

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administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

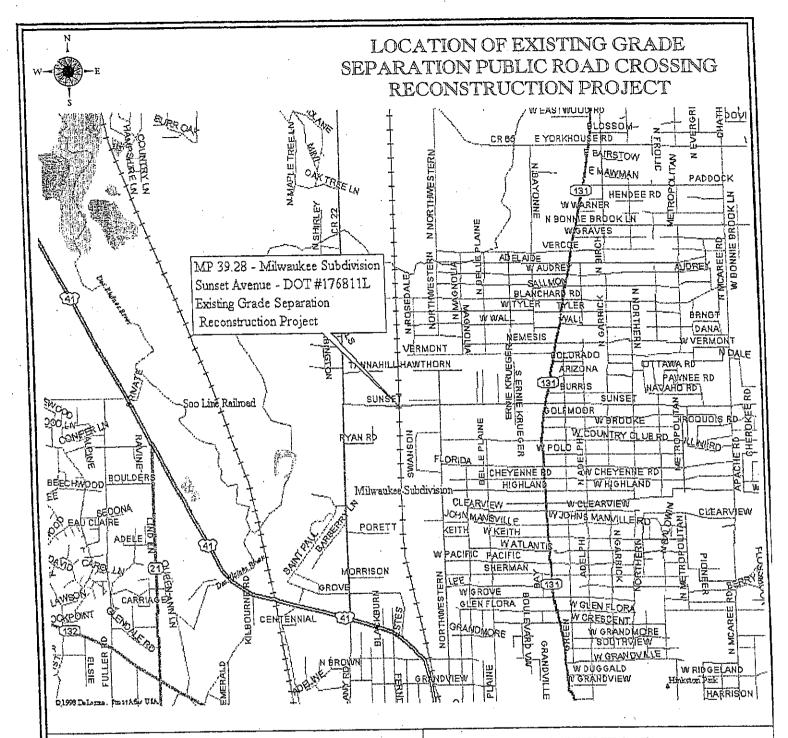
ARTICLE 10 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored on Railroad property without the prior written approval of the Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

	Ву:	Manag			
WITNESS:					
	•			(Name of Contractor)	
				•	
	<u> </u>		Ву:		
•			Title:		



RAILROAD WORK TO BE PERFORMED:

 Relay 480-feet of rail; install 150-cross ties; 3-carloads of ballast; and other track materials.

EXHIBIT "A" UNION PACIFIC RAILROAD COMPANY

MILWAUKEE SUBDIVISION MILE POST 39.28 GPS: N 42° 23.534', W 87° 53.931' WAUKEGAN, LAKE CO., IL.

Illustrative print showing location of an existing grade separation crossing reconstruction project with LAKE COUNTY.

Folder No. 2207-93

Date: October 2, 2003

WARNING

IN ALL OCCASIONS, U.F. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE. PHONE; 1-(800) 336-9193

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

TERMS AND CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

- A. The Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by the Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crame boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform the Contractor whether a flagman need be present and whether the Contractor need implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by the Railroad, such services will be provided at Contractor's expense with the understanding that if the Railroad provides any flagging or other services, the Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein. Contractor shall promptly pay to Railroad all charges connected with such services within thirty (30) days after presentation of a bill.
- B. The rate of pay per hour for each man will be the prevailing hourly rate in effect for an eight hour day for the class of men used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect on the day of execution of this agreement. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays; two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between the Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, the Contractor shall pay on the basis of the new rates and charges.
- C. Reimbursement to the Railroad will be required covering the full eight hour day during which any flagman is furnished, unless he can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by said flagman following his assignment to work on the project for which the Railroad is required to pay the flagman and which could not reasonably be avoided by the Railroad by assignment of such flagman to other work, even though the Contractor may not be working during such time. When it becomes necessary for the Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, the Contractor must provide the Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5)-days notice of cessation is not given, the Contractor will still be required to pay flagging charges for the five (5)-day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to the Railroad if flagging service are needed again after such five day cessation notice has been given Railroad.

Section 2. <u>LIMITATION AND SUBORDINATION OF RIGHTS GRANTED</u>

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Contractor or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

- A. The Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of the Railroad, including without limitation, the operations of the Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by the Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of the Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.
- B. Operations of the Railroad and work performed by the Railroad personnel and delays in the work to be performed by the Contractor caused by such railroad operations and work are expected by the Contractor, and Contractor agrees that the Railroad shall have no liability to Contractor, its subcontractors or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of the Railroad and third parties so as to avoid interference with railroad operations. The safe operation of the Railroad takes precedence over any work to be performed by the Contractor.

Section 4. LIENS.

The Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. The Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of the Railroad for any such work performed. The Contractor shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If the Contractor fails to promptly cause any lien to be released of record, the Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. The Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, the Contractor shall indemnify, defend and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Contractor, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this agreement, the Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

- A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by the Contractor. The Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. The Contractor shall at a minimum comply with the Railroad's safety standards listed in Exhibit D, hereto attached, to ensure uniformity with the safety standards followed by the Railroad's own forces. As a part of the Contractor's safety responsibilities, the Contractor shall notify the Railroad if the Contractor determines that any of the Railroad's safety standards are contrary to good safety practices. The Contractor shall furnish copies of Exhibit D to each of its employees before they enter on the job site.
- B. Without limitation of the provisions of paragraph A above, the Contractor shall keep the job site free from safety and health

Contractor's ROE ExB 7/30/01 Form Approved, AVP-Law Page 2 of 4

Exhibit B
To Contractor's Right of Entry Agreement

hards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

- C. The Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. The Contractor shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. The Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of the Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- D. If and when requested by the Railroad, the Contractor shall deliver to the Railroad a copy of the Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require the Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

- A. To the extent not prohibited by applicable statute, the Contractor shall indemnify, defend and hold harmless the Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, the Contractor, or any employee of the Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by the Contractor, or (ii) any act or omission of the Contractor, its officers, agents or employees, or (iii) any breach of this agreement by the Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. The Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by the Contractor's own employees. The Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this agreement may be relied upon or used by the Contractor in any attempt to assert liability against the Railroad.
- E. The provisions of this Section 8 shall survive the completion of any work performed by the Contractor or the termination or expiration of this agreement. In no event shall this Section 8 or any other provision of this agreement be deemed to limit any liability the Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event the Railroad authorizes the Contractor to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Contractor, then in that event the Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. The Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by the Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by the Contractor shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by the Contractor and the Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between the

Contractor's ROE ExB 7/30/01 Form Approved, AVP-Law Page 3 of 4

To Contractor's Right of Entry Agreement

Cc -tractor and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by the Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

The Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. The Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by the Contractor as provided in this agreement, and to indemnify the Contractor and the Railroad to the same extent as the Railroad is indemnified by the Contractor under this agreement.

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE PROVISIONS

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. <u>Commercial General Liability</u> insurance. This insurance shall contain broad form contractual liability with a single limit of at least \$5,000,000 each occurrence or claim and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO or equivalent form, including but not limited to coverage for the following:
 - Bodily injury including death and personal injury
 - Property damage
 - Fire legal liability (Not less than the replacement value of the portion of the premises occupied)
 - Products and completed operations

The policy shall also contain the following endorsements which shall be indicated on the certificate of insurance:

- "For purposes of this insurance, Union Pacific Railroad payments related to the Federal Employers Liability Act or a
 Union Pacific Wage Continuation Program or similar programs are deemed not to be either payments made or
 obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or
 similar law."
- The exclusions for railroads (except where the Job site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.
- Coverage for Contractor's (and Railroad's) employees shall not be excluded
- Waiver of subrogation
- B. <u>Business Automobile Coverage</u> insurance. This insurance shall contain a combined single limit of at least \$5,000,000 per occurrence or claim, including but not limited to coverage for the following:

Bodily injury and property damage

Any and all motor vehicles including owned, hired and non-owned

The policy shall also contain the following endorsements which shall be indicated on the certificate of insurance:

- "For purposes of this insurance, Union Pacific Railroad payments related to the Federal Employers Liability Act or a
 Union Pacific Wage Continuation Program or similar programs are deemed not to be either payments made or
 obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or
 similar law."
- The exclusions for railroads (except where the Job site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.
- Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90) if required by law.
- C. Workers Compensation and Employers Liability insurance including but not limited to:
 - Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement

• Employers' Liability (Part B) with limits of at least

\$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee

If Workers Compensation insurance will not cover the liability of Contractor in states that require participation in state workers' compensation fund, Contractor shall comply with the laws of such states. If Contractor is self-insured, evidence of state approval must be provided along with evidence of excess workers compensation coverage. Coverage shall include liability arising out of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy shall also contain the following endorsement which shall be indicated on the certificate of insurance:

- Alternate Employer Endorsement
- D. <u>Umbrella or Excess Policies</u> In the event Contractor utilizes Umbrella or excess policies, these policies shall "follow form" and afford no less coverage than the primary policy.
- E. Railroad Protective Liability insurance naming only the Railroad as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy shall be broad form coverage for "Physical Damage to Property" (ISO Form CG 00 35 07 98 or equivalent). A binder stating the policy is in place must be submitted to the Railroad until the original policy is forwarded to the Railroad.

Other Requirements

- F. Punitive damage exclusion must be deleted, which deletion shall be indicated on the certificate of insurance.
- G. Contractor agrees to waive its right of recovery, and its insurers, through policy endorsement, agree to waive their right of subrogation against Railroad. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against Railroad for loss of its owned or leased property or property under its care, custody and control. Contractor's insurance shall be primary with respect to any insurance carried by Railroad. All waivers of subrogation shall be indicated on the certificate of insurance.
- H. All policy(ies) required above (excluding Workers Compensation) shall provide severability of interests and shall name Railroad as an additional insured. Severability of interest and naming Railroad as additional insured shall be indicated on the certificate of insurance.
- I. Prior to commencing the Work, Contractor shall furnish to Railroad original certificate(s) of insurance evidencing the required coverage, endorsements, and amendments. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing of any cancellation or material alteration. Upon request from Railroad, a certified duplicate original of any required policy shall be furnished.
- J. Any insurance policy shall be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- K. Contractor WARRANTS that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement and acknowledges that Contractor's insurance coverage will be primary.
- L. The fact that insurance is obtained by Contractor or Railroad on behalf of Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement.

 Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of the Contractor as well as all employees of any subcontractor or agent of the Contractor.

I. Clothing

A. All employees of the Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, the Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

The Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 latest revision. Hard hats should be affixed with the contractor's or subcontractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

The Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations — 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed.

 Contractors must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. The Contractors will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of the Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of the Contractor's equipment is unsafe for use, the Contractor shall remove such equipment from the Railroad's property. In addition, the Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. The Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. The Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by the Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

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

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

Lake County					
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The entities listed above w	vill he indemr	nified and hel	d harmless in	accordance	with Artic
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CEMENT (BDE)

Effective: January 1, 2007

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 and the total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. 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 and Class C fly ash according to the chemical requirements of AASHTO M 295.

(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 or I(PM) 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. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

For cast-in-place construction, portland-pozzolan cements shall only be used from April 1 to October 15.

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 not be used.

(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 I(SM) slag-modified portland cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

For cast-in-place construction, portland blast-furnace slag cements shall only be used from April 1 to October 15.

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 not be used.

- (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, 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 Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when 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."

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 1, 2007

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

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.

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

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

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

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

DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 20 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

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

(a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven 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 firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five working day period in order to cure the deficiency.

<u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to

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

- (a) DBE as the Contractor: 100 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 firm 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 firm does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contact. Credit will be given for the 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 and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (e) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

DOWEL BARS (BDE)

Effective: April 1, 2007

Revise the fifth sentence 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)." $\,$

ELECTRICAL SERVICE INSTALLATION - TRAFFIC SIGNALS (BDE)

EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007

Revise Article 105.03(a) of the Standard Specifications to read:

"(a) Erosion and Sediment Control Deficiency Deduction. When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the deficiency. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for Construction Site Activities. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day."

ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)

Effective: January 1, 2007 Revised: April 1, 2007

- Page 60 Article 109.07(a). In the second line of the first paragraph change "amount" to "quantity".
- Page 207 Article 406.14. In the second line of the second paragraph change "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS, of the mixture composition specified;" to "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS;".
- Page 345 Article 505.08(I). In the third line of the first paragraph change "1/8 mm" to "1/8 in.".
 - Page 345 Article 505.08(I). In the nineteenth line of the first paragraph change "is" to "in".
 - Page 383 Article 516.04(b)(1). In the fifth line of the first paragraph change "drillingpouring" to "pouring".
- Page 390 Article 520.02(h). Change "1027.021" to "1027.01".
- Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:

"Excavation in rock will be measured for payment according to Article 502.12.

Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be measured for payment according to Article 202.07."

Page 398 Article 540.08. Add the following two paragraphs after the fifth paragraph:

"Excavation in rock will be paid for according to Article 502.13.

Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be paid for according to Article 202.08."

- Page 435 Article 542.04(b). Delete the last sentence of the last paragraph.
- Page 465 Article 551.06. In the second line of the first paragraph change "or" to "and/or".
- Page 585 Article 701.19(a). Add "701400" to the second line of the first paragraph.
- Page 586 Article 701.19(c). Delete "701400" from the second line of the first paragraph.
- Page 586 Article 701.19. Add the following subparagraph to this Article:
 - "(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05."

- Page 587 Article 701.20(b). Delete "TRAFFIC CONTROL AND PROTECTION 701400;" from the first paragraph.
- Page 588 Article 701.20. Add the following subparagraph to this Article.
 - "(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06."
- Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete "5.65 (TY III)", and add to the maximum cement factor for Class PC Concrete "7.05 (TY III)".
- Page 765 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria (metric), add to the minimum cement factor for Class PC Concrete "335 (TY III)", and add to the maximum cement factor for Class PC Concrete "418 (TY III)".
- Page 800 Article 1030.05(a)(12). Revise "Dust Collection Factor" to "Dust Correction Factor".
- Page 800 Article 1030.05(a)(14). Revise the first occurrence of Article 1030.05(a)(14) to Article 1030.05(a)(13).
- Page 809 Article 1030.05. Revise the subparagraph "(a) Quality Assurance by the Engineer." to read "(e) Quality Assurance by the Engineer."
- Page 946 Article 1080.03(a)(1). In the third line of the first paragraph revise "(300 μ m)" to "(600 μ m)".
- Page 963 Article 1083.02(b). In the second line of the first paragraph revise "ASTM D 4894" to "ASTM D 4895".
- Page 1076 In the Index of Pay Items delete the pay item "BITUMINOUS SURFACE REMOVAL BUTT JOINT".

HOT-MIX ASPHALT EQUIPMENT, SPREADING AND FINISHING MACHINE (BDE)

Effective: January 1, 2005 Revised: January 1, 2007

Revise the fourth paragraph of Article 1102.03 of the Standard Specifications to read:

"The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to uniformly place a non-segregated mixture in front of the screed. The distribution system shall have chain curtains, deflector plates, and /or other devices designed and built by the paver manufacturer to prevent segregation during distribution of the mixture from the hopper to the paver screed. The Contractor shall submit a written certification that the devices recommended by the paver manufacturer to prevent segregation have been installed and are operational. Prior to paving, the Contractor, in the presence of the Engineer, shall visually inspect paver parts specifically identified by the manufacturer for excessive wear and the need for replacement. The Contractor shall supply a completed check list to the Engineer noting the condition of the parts. Worn parts shall be replaced. The Engineer may require an additional inspection prior to placement of the surface course or at other times throughout the work."

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.

PLANTING WOODY PLANTS (BDE)

Effective: January 1, 2006

Revise the first and second paragraphs of Article 253.14 of the Standard Specifications to read:

"253.14 Period of Establishment. Prior to being accepted, the plants shall endure a period of establishment. This period shall begin in June and end in September of the same year. To qualify for inspection, plants shall have been in place, in a live healthy condition, on or before June 1 of the year of inspection. To be acceptable, plants shall be in a live healthy condition, representative of their species, at the time of inspection in the month of September.

When the planting work is performed by a subcontractor, this delay in inspection and acceptance of plants shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party performance bond naming the Department as obligee in the full amount of the planting quantities listed in the contract, multiplied by their contract unit prices. The bond shall be executed prior to acceptance and final payment of the non-planting items and shall be in full force and effect until final inspection and acceptance of all plants including replacements. Execution of the third party bond shall be the option of the prime Contractor."

Revise Article 253.16 of the Standard Specifications to read:

"253.16 Method of Measurement. This work will be measured for final payment, in place, after the period of establishment. Trees, shrubs, and vines will be measured as each individual plant. Seedlings will be measured in units of 100 plants."

Revise Article 253.17 of the Standard Specifications to read:

- "253.17 Basis of Payment. This work will be paid for at the contract unit price per each for TREES, SHRUBS, and VINES, of the species, root type, and plant size specified; and per unit for SEEDLINGS. Payment will be made according to the following schedule.
 - (a) Initial Payment. Upon planting, 75 percent of the pay item(s) will be paid.
 - (b) Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining 25 percent of the pay item(s) will be paid."

PRECAST CONCRETE HANDLING HOLES (BDE)

Effective: January 1, 2007 Add the following to Article 540.02 of the Standard Specifications: "(g) Handling Hole Plugs......1042.16" Add the following paragraph after the sixth paragraph of Article 540.06 of the Standard Specifications: "Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar, or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar." Add the following to Article 542.02 of the Standard Specifications: Revise the fifth paragraph of Article 542.04(d) of the Standard Specifications to read: "Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation." Add the following to Article 550.02 of the Standard Specifications: "(o) Handling Hole Plugs......1042.16" Replace the fourth sentence of the fifth paragraph of Article 550.06 of the Standard Specifications with the following: "Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation." Add the following to Article 602.02 of the Standard Specifications: Replace the fifth sentence of the first paragraph of Article 602.07 of the Standard Specifications with the following:

"Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar."

Add the following to Section 1042 of the Standard Specifications:

"1042.16 Handling Hole Plugs. Plugs for handling holes in precast concrete products shall be as follows.

- (a) Precast Concrete Plug. The precast concrete plug shall have a tapered shape and shall have a minimum compressive strength of 3000 psi (20,700 kPa) at 28 days.
- (b) Polyethylene Plug. The polyethylene plug shall have a "mushroom" shape with a flat round top and a stem with three different size ribs. The plug shall fit snuggly and cover the handling hole.

The plug shall be according to the following.

				
Mechanical Properties	Test Method	Value (min.)		
Flexural Modulus	ASTM D 790	3300 psi (22,750 kPa)		
Tensile Strength (Break)	ASTM D 638	1600 psi (11,030 kPa)		
Tensile Strength (Yield)	ASTM D 638	1200 psi (8270 kPa)		

	·-
Test Method	Value (min.)
ASTM D 746	-49 °F (-45 °C)
ASTM D 1525	194 °F (90 °C)"
	ASTM D 746

RAILROAD PROTECTIVE LIABILITY INSURANCE (5 and 10) (BDE)

Effective: January 1, 2006

<u>Description</u>. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Union Pacific Railroad 1400 Douglas Street Mail Stop 1690 Omaha, NE 68179	0	10 @ 50-60 mph
DOT/AAR No.: 176 811L RR Division: Wisconsin	RR Mile Post: 39.28 RR Sub-Division: Milwa	aukee
For Freight/Passenger Information Con For Insurance Information Contact: Pa	tact: Daryl Clark ul Ferrell	Phone: 708-649-5273 Phone: 402-544-8620

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DOT/AAR No.: RR Division:

RR Mile Post: RR Sub-Division:

For Freight/Passenger Information Contact:

For Insurance Information Contact:

Phone:

Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

Illinois Department of Transportation Bureau of Design and Environment 2300 South Dirksen Parkway, Room 326 Springfield, Illinois 62764 The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

<u>Basis of Payment</u>. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007 Revised: April 1, 2007

In Article 1030.02(g), 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) is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded 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.

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 as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the District to provide verification of the quality of the RAP 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 "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.
- (e) 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. In addition to the requirements above, conglomerate 3/8 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. (25 mm)		± 5 %
1/2 in. (12.5 mm)	±8%	± 15 <u>%</u>
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 % 1/	± 0.5 %
Gmm	± 0.02 2/	

- 1/ The tolerance for conglomerate 3/8 shall be $\pm\,0.3$ %.
- 2/ Applies only to conglomerate 3/8. When variation of the G_{mm} exceeds the \pm 0.02 % tolerance, a new conglomerate 3/8 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, 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, 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, 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 RAP Percentage

HMA MIXTURES 1/, 3/	MAXIMUM % RAP		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10
50	25	15	10
70	15 / 25 ^{2/}	10 / 15 ^{2/}	10
90	10	10	10
105	10	10	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 is utilized.

3/ When RAP exceeds 20%, the high & low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25% RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a 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 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) Dryer 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) 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 as a percent of the total mix to the nearest 0.1 percent.
- (8) Aggregate and RAP moisture compensators in percent as set on the control panel. (Requied 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) RAP weight to the nearest pound (kilogram).
 - (6) Virgin asphalt binder weight to the nearest pound (kilogram).
 - (7) Residual asphalt binder in the RAP 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."

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

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.

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 8×24 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: January 1, 2007

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

	CHEMICAL COMPOS	SITION
Element 1/	Heat Analysis (% maximum)	Product Analysis (% maximum)
Carbon	0.30	0.33
Manganese	1.50	1.56
Phosphorus _	0.035	0.045
Sulfur	0.045	0.055
Silicon	0.50	0.55
Nickel	2/	2/
Chromium	2/	2/
Molybdenum	2/	2/
	2/	2/
Copper	2/	21
Titanium	2/	2/
Vanadium	2/	2/
Columbium		2/, 3/
Aluminum	2/, 3/	
Tin 4/	0.040	0.044

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

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

Note 3/. If aluminum is not an intentional addition to the steel for deoxidation or killing purposes, residual aluminum content need not be reported.

Note 4/. If producer bar testing indicates an elongation of 15 percent or more and passing of the bend test, the tin composition requirement may be waived.

- Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
- c. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
- d. Spiral Reinforcment. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
- (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.
 - a. Certification. The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.
 - b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcment 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."

SEEDING (BDE)

Effective: July 1, 2004 Revised: January 1, 2007

Revise the following seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

	"Tal	ole 1 - SEEDING MIXTURES	
	Class – Type	Seeds	lb/acre (kg/hectare)
2	Roadside Mixture 7/	Inferno Tall Fescue, Tarheel II Tall Fescue, or Quest Tall Fescue Perennial Ryegrass Creeping Red Fescue Red Top	100 (110) 50 (55) 40 (50) 10 (10)
2A	Salt Tolerant Roadside Mixture 7/	Inferno Tall Fescue, Tarheel II Tall Fescue, or Quest Tall Fescue Perennial Ryegrass Audubon Red Fescue Rescue 911 Hard Fescue Fults Salt Grass 1/	60 (70) 20 (20) 30 (20) 30 (20) 60 (70)"

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

		TAI	BLE II			
Variety of Seeds	Hard Seed % Max.	Purity % Min.	Pure Live Seed % Min.	Weed % Max.	Secondary * Noxious Weeds No. per oz (kg) Max. Permitted	Notes
Alfalfa	20	92	. 89	0.50	6 (211)	1/
	15	92	87	0.30	6 (211)	2/
Clover, Alsike Audubon Red Fescue	0	97	82	0.10	3 (105)	-
	-	97	82	1.00	6 (211)	-
escue, Creeping Red	0	98	83	0.10	2 (70)	-
escue, Inferno Tali	-	97	82	1.00	6 (211)	+
escue, Tarheel II Tall	0	98	83	0.10	2 (70)	
escue, Quest Tall	Ô	98	85	0.10	2 (70)	-
ults Salt Grass	U	97	80	0.30	7 (247)	4/
Kentucky Bluegrass	-	92	88	0.50	2 (70)	3/
Dats:	-	90	78	1.80	5 (175)	3/
Redtop	-	90 97	85	0.30	5 (175)	3/
Ryegrass, Perennial, Annual	-	92	83	0.50	2 (70)	3/
Rye, Grain, Winter	-	92 97	82	0.10	3 (105)	-
Rescue 911 Hard Fescue	0		84	0.50	5 (175)	3/
Timothy	-	92			2 (70)	3/"
Wheat, hard Red Winter		92	89	0,50	2 (70)	

Revise the first sentence of the first paragraph of Article 1081.04(c)(7) of the Standard Specifications to read:

"The seed quantities indicated per acre (hectare) for Prairie Grass Seed in Classes 3, 3A, 4, 4A, 6, and 6A in Article 250.07 shall be the amounts of pure, live seed per acre (hectare) for each species listed."

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

Effective: November 1, 2005 | Revised: January 1, 2007

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

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

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. Article 1020.04 of the Standard Specifications shall apply, except as follows:

- (a) The cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m). The cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used.
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

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

Mix Design Submittal. The Contractor's Level III PCC Technician shall submit a mix design according to the "Portland Cement Concrete Level III Technician" course manual, except target slump information is not applicable and will not be required. However, a slump flow target range shall be submitted. In addition, the design mortar factor may exceed 1.10 and durability test data will be waived.

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

Trial mixture information will be required by the Engineer. A trial mixture is a batch of concrete tested by the Contractor to verify the Contractor's mix design will meet specification requirements. Trial mixture information shall include test results as specified in the "Portland Cement Concrete Level III Technician" course manual. Test results shall also include slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index. For the trial mixture, the slump flow shall be near the midpoint of the proposed slump flow target range.

<u>Trial Batch.</u> A minimum 2 cu yd (1.5 cu m) trial batch shall be produced, and the self-consolidating concrete admixture dosage proposed by the Contractor shall be used. The slump flow shall be within 1.0 in. (25 mm) of the maximum slump flow range specified by the Contractor, and the air content shall be within the top half of the allowable specification range.

The trial batch shall be scheduled a minimum of 21 calendar days prior to anticipated use and shall be performed in the presence of the Engineer.

The Contractor shall provide the labor, equipment, and materials to test the concrete. The mixture will be evaluated by the Engineer for strength, air content, slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index.

Upon review of the test data from the trial batch, the Engineer will verify or deny the use of the mix design and notify the Contractor. Verification by the Engineer will include the Contractor's target slump flow range. If applicable, the Engineer will verify the Contractor's maximum J-ring value and minimum L-box blocking ratio.

A new trial batch will be required whenever there is a change in the source of any component material, proportions beyond normal field adjustments, dosage of the self-consolidating concrete admixture, batch sequence, mixing speed, mixing time, or as determined by the Engineer. The testing criteria for the new trial batch will be determined by the Engineer.

When necessary, the trial batches shall be disposed of according to Article 202.03 of the Standard Specifications.

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

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

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

<u>Falsework and Forms</u>. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall consider the fluid nature of the concrete for designing the falsework and forms. Forms shall be tight to prevent leakage of fluid concrete.

<u>Placing and Consolidating.</u> Concrete placement and consolidation shall be according to Article 503.07 of the Standard Specifications, except as follows:

Revise the third paragraph of Article 503.07 of the Standard Specifications to read:

"Open troughs and chutes shall extend as nearly as practicable to the point of deposit. The drop distance of concrete shall not exceed 5 ft (1.5 m). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted."

Delete the seventh, eighth, ninth, and tenth paragraphs of Article 503.07 of the Standard Specifications.

Add to the end of the eleventh paragraph of Article 503.07 of the Standard Specifications the following:

"Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer."

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

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

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

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 50 cu yd (40 cu m) thereafter. The Contractor shall select either the J-ring or L-box test for jobsite testing.

The column segregation index test will not be required to be performed at the jobsite. The hardened visual stability index test shall be performed on the first truck delivery of the day, and every 300 cu yd (230 cu m) thereafter. Slump flow, visual stability index, J-ring value or L-box blocking ratio, air content, and concrete temperature shall be recorded for each hardened visual stability index test.

The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.

If mix foaming or other potential detrimental material is observed during placement or at the completion of the pour, the material shall be removed while the concrete is still plastic.

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

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

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

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

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 1.5 in. (40 mm) for slump flow and a limit of precision will not apply to the visual stability index.

For the J-ring or the L-box quality assurance split sample testing, a minimum of 80 percent of the total tests required of the Contractor will be witnessed by the Engineer per plant, which will

include a minimum of one witnessed test per mix design. The Engineer reserves the right to conduct quality assurance split sample testing. The acceptable limit of precision will be 1.5 in. (40 mm) for the J-ring value and ten percent for the L-box blocking ratio.

For each hardened visual stability index test performed by the Contractor, the cut cylinders shall be presented to the Engineer for determination of the rating. The Engineer reserves the right to conduct quality assurance split sample testing. A limit of precision will not apply to the hardened visual stability index.

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004 Revised: January 1, 2007

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

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.

<u>Placing and Consolidating</u>. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer.

Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.

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".

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002 Revised: January 1, 2007

Revise the second sentence of the first paragraph of Article 280.04(a) of the Standard Specifications to read:

"Temporary ditch checks shall be constructed with rolled excelsior, products from the Department's approved list, or with aggregate when specified."

Revise Article 1081.15(f) of the Standard Specifications to read:

"(f) Rolled Excelsior. Rolled excelsior shall consist of an excelsior fiber filling totally encased inside netting and sealed with metal clips or knotted at the ends. Each roll shall be a minimum of 20 in. (500 mm) in diameter and a minimum of 10 ft (3 m) in length. Each 10 ft (3 m) roll shall have a minimum weight (mass) of 30 lbs (13.6 kg). The excelsior fiber filling shall be weed free. At least 80 percent of the fibers shall be a minimum of 6 in. (150 mm) in length. The fiber density shall be a minimum of 1.38 lb/cu ft (22 kg/cu m). The netting shall be composed of a polyester or polypropylene material which retains 70 percent of its strength after 500 hours of exposure to sunlight. The maximum opening of the net shall be 1 x 1 in. (25 x 25 mm)."

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 ± 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 ± 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."

TRAFFIC SIGNAL GROUNDING (BDE)

Effective: April 1, 2006 Revised: January 1, 2007

Revise Article 873.02 of the Standard Specifications to read:

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

Item	Article/Section
(a) Electric Cable – Signal, Lead-in, Communication, Service, and Equipment Grounding Conductor	1076.04
(b) Electrical Raceway Materials	1088.01"

Revise Article 873.04 of the Standard Specifications to read:

"873.04 Grounding System. All traffic signal circuits shall include an equipment grounding conductor according to Article 801.04. The equipment grounding conductor shall consist of a continuous, green, insulated conductor Type XLP, No. 6 AWG, stranded copper installed in raceways and bonded to each metal enclosure (handhole, post, mast arm pole, signal cabinet, etc.). All clamps shall be bronze or copper, UL approved.

A grounding cable with connectors shall be installed between each handhole cover and frame. The grounding cable shall be looped over cable hooks installed in the handholes and 5 ft (1.5 m) of extra cable shall be provided between the frame and cover.

All equipment grounding conductors shall terminate at the ground bus in the controller cabinet. The neutral conductor and the equipment grounding conductor shall be connected in the service installation. At no other point in the traffic signal system shall the neutral and equipment grounding conductors be connected."

Revise Article 873.05 of the Standard Specifications to read:

"873.05 Method of Measurement. Electric cable will be measured for payment in feet (meters) in place. The length of measurement shall be the distance horizontally and vertically measured between the changes in direction, including cables in mast arms, mast arm poles, signal posts, and extra cable length as specified in Article 873.03. The vertical cable length shall be measured according to the following schedule.

Location	Cable Length
Foundation (signal post, mast arm pole, controller cabinet)	3 ft (1 m)
Mast Arm Pole (mast arm mounted signal head)	20 ft (6 m)
Mast Arm Pole	
(bracket mounted signal head attached to mast arm pole)	13 ft (4 m)
Signal Post (bracket or post mounted signal head)	13 ft (4 m)
Pedestrian Push Button	6 ft (2 m)"

Add the following Article to Section 873 of the Standard Specifications:

"873.06 Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for ELECTRIC CABLE, of the method of installation (IN TRENCH, IN CONDUIT, or AERIAL SUSPENDED), of the type, size, and number of conductors specified.

The type specified will indicate the method of installation and whether the electric cable is Service, Signal, Lead-in, Communication, or Equipment Grounding Conductor."

Revise the heading of Article 1076.04 of the Standard Specifications to read:

"1076.04 Electric Cable – Signal, Lead-in, Communication, Service, and Equipment Grounding Conductor."

Add the following paragraph to the end of Article 1076.04 of the Standard Specifications:

"(e) Equipment Grounding Conductor. The cross linked polyethylene (XLP) insulated conductor shall be according to Articles 1066.02 and 1066.03. The stranded copper conductor shall be No. 6 AWG and the insulation color shall be green."

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

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

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

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

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

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

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

BASIS OF PAYMENT This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 120 working days.

CLEANING AND PAINTING EXISTING STEEL STRUCTURES

Effective: October 2, 2001 Revised: January 1, 2007

<u>Description.</u> This work shall consist of the preparation of all designated metal surfaces by the method(s) specified on the plans. This work also includes the painting of those designated surfaces with the paint system(s) specified on the plans. The Contractor shall furnish all materials, equipment, labor, and other essentials necessary to accomplish this work and all other work described herein and as directed by the Engineer.

<u>Materials.</u> All materials to be used on an individual structure shall be produced by the same manufacturer.

The Bureau of Materials and Physical Research has established a list of all products that have met preliminary requirements. Each batch of material, except for the penetrating sealer, must be tested and approved before use. The specified colors shall be produced in the coating manufacturer's facility. Tinting of the coating after it leaves the manufacturer's facility is not allowed.

The paint materials shall meet the following requirements of the Standard Specification and as noted below:

Item	<u>Article</u>
(a) Waterborne Acrylic	1008.04
(b) Aluminum Epoxy Mastic	1008.03

- (c) Organic Zinc Rich Primer (Note 1)
- (d) Epoxy/ Aliphatic Urethane (Note 1)
- (e) Penetrating Sealer (Note 2)
- (f) Moisture Cured Zinc Rich Urethane Primer (Note 3)
- (g) Moisture Cured Aromatic/Aliphatic Urethane (Note 3)
- (h) Moisture Cured Penetrating Sealer (Note 4)
- Note 1:These material requirements shall be according to the Special Provision for the Organic Zinc-Rich Paint System.
- Note 2:The Epoxy Penetrating Sealer shall be a cross-linked multi component sealer. The sealer shall have the following properties:
 - (a) The volume solids shall be 98 percent (plus or minus 2 percent).
 - (b) Shall be clear or slightly tinted color.
- Note 3:These material requirements shall be according to the Special Provision for the Moisture Cured Urethane Paint System.
- Note 4: The Moisture Cured Penetrating Sealer manufacturer's certification will be required.

<u>Submittals.</u> The Contractor shall submit for Engineer review and acceptance, the following plans and information for completing the work. The submittals shall be provided within 30 days of execution of the contract unless given written permission by the Engineer to submit them at a later date. Work cannot proceed until the submittals are accepted by the Engineer. Details for each of the plans are presented within the body of this specification.

- a) Contractor/Personnel Qualifications. Evidence of Contractor qualifications and the names and qualifications/experience/training of the personnel managing and implementing the Quality Control program and conducting the quality control tests.
- b) Quality Control (QC) Program. The QC Program shall identify the following; the instrumentation that will be used, a schedule of required measurements and observations, procedures for correcting unacceptable work, and procedures for improving surface preparation and painting quality as a result of quality control findings. The program shall incorporate at a minimum, the IDOT Quality Control Daily Report form as supplied by the Engineer.
- c) Inspection Access Plan. The inspection access plan for use by Contractor QC personnel for ongoing inspections and by the Engineer during Quality Assurance (QA) observations.
- d) Surface Preparation/Painting Plan. The surface preparation/painting plan shall include the methods of surface preparation and type of equipment to be utilized for washing, hand/power tool cleaning, removal of rust, mill scale, paint or foreign matter, abrasive blast or water jetting, and remediation of chloride. If detergents, additives, or inhibitors are incorporated into the water, the Contractor shall include the names of the materials and Material Safety Data Sheets (MSDS). The Contractor shall identify the solvents proposed for solvent cleaning together with MSDS.

The plan shall also include the methods of coating application and equipment to be utilized.

If the Contractor proposes to heat or dehumidify the containment, the methods and equipment proposed for use shall be included in the Plan for the Engineer's consideration.

e) Paint Manufacturer Certifications and Letters. When a sealer is used, the Contractor shall provide the manufacturer's certification of compliance with IDOT testing requirements listed under "Materials" above. A certification regarding the compatibility of the sealer with the specified paint system shall also be included.

When rust inhibitors are used, the Contractor shall provide a letter from the coating manufacturer indicating that the inhibitor is compatible with, and will not adversely affect the performance of the coating system.

If the use of a chemical soluble salt remover is proposed by the Contractor, provide a letter from the coating manufacturer indicating that the material will not adversely effect the performance of the coating system.

The paint manufacturer's application and thinning instructions, MSDS and product data sheets shall be provided, with specific attention drawn to storage temperatures, and the temperatures of the material, surface and ambient air at the time of application.

A letter or written instructions from the coating manufacturer shall be provided indicating the length of time that each coat must be protected from cold or inclement weather (e.g., exposure to rain) during its drying period.

- f) Abrasives. Abrasives to be used for abrasive blast cleaning, including MSDS. For expendable abrasives, the Contractor shall provide certification from the abrasive supplier that the abrasive meets the requirements of SSPC-AB1. For steel grit abrasives, the certification shall indicate that the abrasive meets the requirements of SSPC-AB3.
- g) Protective Coverings. Plan for containing or controlling paint debris (droplets, spills, overspray, etc.). Any tarpaulins or protective coverings proposed for use shall be fire retardant. For submittal requirements involving the containment used to remove lead paint, the Contractor shall refer to Special Provision for Containment and Disposal of Lead Paint Cleaning Residues.
- h) Progress Schedule. Progress schedule shall be submitted per Article 108.02 and shall identify all major work items (e.g., installation of rigging/containment, surface preparation, and coating application).

When the Engineer accepts the submittals, the Contractor will receive written notification. The Contractor shall not begin any paint removal work until the Engineer has accepted the submittals. The Contractor shall not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the work, or for addressing health and safety concerns. Acceptance of the programs does not relieve the Contractor from the responsibility to conduct the work according to the requirements of Federal, State, or Local regulations and this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

<u>Contractor Qualifications.</u> Unless indicated otherwise in the contract plans, the painting Contractor shall possess current SSPC-QP1 and SSPC-QP2 certifications at the time of bid, and shall maintain certified status throughout the duration of the painting work under the contract.

<u>Quality Control (QC) Inspections.</u> The Contractor shall perform first line, in process QC inspections. The Contractor shall implement the submitted and accepted QC Program to insure that the work accomplished complies with these specifications. The designated Quality Control

inspector shall be onsite full time during any operations that affect the quality of the coating system (e.g., surface preparation and chloride remediation, coating mixing and application, and evaluations between coats and upon project completion). The Contractor shall use the IDOT Quality Control Daily Report form supplied by the Engineer to record the results of quality control tests. The completed reports shall be turned into the Engineer before work resumes the following day.

Contractor QC inspections shall include, but not be limited to the following:

- Suitability of protective coverings and the means employed to control project debris and paint spills, overspray, etc.
- Ambient conditions
- Surface preparation (solvent cleaning, pressure washing including chalk tests, hand/power tool or abrasive blast cleaning, etc.)
- Chloride remediation
- Coating application (specified materials, mixing, thinning, and wet/dry film thickness)
- · Recoat times and cleanliness between coats
- Coating continuity and coverage (freedom from runs, sags, overspray, dryspray, pinholes, shadow-through, skips, misses, etc.)

The personnel managing the Contractor's QC Program shall possess a minimum classification as a National Association of Corrosion Engineers (NACE) Coating Inspector Technician, or shall provide evidence of successful inspection of 3 projects of similar or greater complexity and scope that have been completed in the last 2 years. References shall include the name, address, and telephone number of a contact person employed by the bridge owner.

The personnel performing the QC tests shall be trained in coatings inspection and the use of the testing instruments. Documentation of training shall be provided. The QC personnel shall not perform hands on surface preparation or painting activities. Painters shall perform wet film thickness measurements, with QC personnel conducting random spot checks of the wet film. The Contractor shall not replace the QC personnel assigned to the project without advance notice to the Engineer, and acceptance of the replacement(s), by the Engineer.

The Contractor shall supply all necessary equipment to perform the QC inspections. Equipment shall include the following at a minimum:

- Psychrometer or comparable equipment for the measurement of dew point and relative humidity, together with all necessary weather bureau tables or psychrometric charts.
- Surface temperature thermometer
- Hypodermic Needle Pressure Gage for determining blasting pressure at the nozzle
- SSPC Visual Standards VIS 1 for abrasive blast cleaning, VIS 3 for hand/power tool cleaning, VIS 4 for water jetting, and/or VIS 5 for wet abrasive blast cleaning, as applicable.
- Commercially available putty knife of a minimum thickness of 40 mils (1mm) and a width between 1 and 3 in. (25 and 75 mm). Note that the putty knife is only required for

projects in which the existing coating is being feathered and must be tested with a dull putty knife.

- Testex Press-O-Film Replica Tape and Spring Micrometer
- Bresle Cell Kits or CHLOR*TEST kits for chloride determinations, or equivalent
- Wet Film Thickness Gage
- · Blotter paper and plate glass for compressed air cleanliness checks
- Type 2 Magnetic Dry Film Thickness Gage per SSPC PA2
- · Calibration standards for dry film thickness gage
- Light meter for measuring light intensity during paint removal, painting, and inspection activities
- All applicable ASTM and SSPC Standards used for the work (reference list attached)

The instruments shall be calibrated by the Contractor's personnel according to the equipment manufacturer's recommendations and the Contractor's QC Program. All inspection equipment shall be made available to the Engineer for QA observations on an as needed basis.

<u>Hold Point Notification.</u> Specific inspection items throughout this specification are designated as Hold Points. Unless other arrangements are made at the project site, the Contractor shall provide the Engineer with a minimum 4-hour notification before a Hold Point inspection will be reached. If the 4-hour notification is provided and the Work is ready for inspection at that time, the Engineer will conduct the necessary observations. If the Work is not ready at the appointed time, unless other arrangements are made, an additional 4-hour notification is required. Permission to proceed beyond a Hold Point without a QA inspection will be granted solely at the discretion of the Engineer, and only on a case by case basis.

Quality Assurance (QA) Observations. The Engineer will conduct QA observations of any or all phases of the work. The presence or activity of Engineer observations in no way relieves the Contractor of the responsibility to provide all necessary daily QC inspections of his/her own and to comply with all requirements of this Specification.

The Engineer has the right to reject any work that was performed without adequate provision for QA observations.

The Engineer will issue a Non-Conformance Report when work is found to be in violation of the specification requirements, and is not corrected to bring it into compliance before proceeding with the next phase of work.

Inspection Access and Lighting. The Contractor shall facilitate the Engineer's observations as required, including allowing ample time to view the work. The Contractor shall furnish, erect and move scaffolding or other mechanical equipment to permit close observation of all surfaces to be cleaned and painted. This equipment shall be provided during all phases of the work. Examples of acceptable access structures include:

- •Mechanical lifting equipment, such as, scissor trucks, hydraulic booms, etc.
- •Platforms suspended from the structure comprised of trusses or other stiff supporting members and including rails and kick boards.

•Simple catenary supports are permitted only if independent life lines for attaching a fall arrest system according to Occupational Safety and Health Administration (OSHA) regulations are provided.

When the surface to be inspected is more than 6 ft. (1.8 m) above the ground or water surface, the Contractor shall provide the Engineer with a safety harness and a lifeline according to OSHA regulations. The lifeline and attachment shall not direct the fall into oncoming traffic. The Contractor shall provide a method of attaching the lifeline to the structure independent of the inspection facility or any support of the platform. When the inspection facility is more than 2 1/2 ft. (800 mm) above the ground, the Contractor shall provide an approved means of access onto the platform.

The Contractor shall provide artificial lighting in areas where natural light is inadequate, as determined by the Engineer, to allow proper cleaning, inspection, and painting. Illumination for inspection shall be at least 30 foot candles (325 LUX). Illumination for cleaning and painting, including the working platforms, access and entryways shall be at least 20 foot candles (215 LUX).

<u>Surface Preparation and Painting Equipment</u>. All cleaning and painting equipment shall include gages capable of accurately measuring fluid and air pressures and shall have valves capable of regulating the flow of air, water or paint as recommended by the equipment manufacturer. The equipment shall be maintained in proper working order.

Diesel or gasoline powered equipment shall be positioned or vented in a manner to prevent deposition of combustion contaminants on any part of the structure.

Hand tools, power tools, pressure washing, water jetting, abrasive blast cleaning equipment, brushes, rollers, and spray equipment shall be of suitable size and capacity to perform the work required by this specification. All power tools shall be equipped with vacuums and High Efficiency Particulate Air (HEPA) filtration. Appropriate filters, traps and dryers shall be provided for the compressed air used for abrasive blast cleaning and conventional spray application. Paint pots shall be equipped with air operated continuous mixing devices unless prohibited by the coating manufacturer.

Test Sections. Prior to surface preparation, the Contractor shall prepare a test section(s) on each structure to be painted in a location(s) which the Engineer considers to be representative of the existing surface condition and steel type for the structure as a whole. More than one test section may be needed to represent the various design configurations of the structure. The purpose of the test section(s) is to demonstrate the use of the tools and degree of cleaning required (cleanliness and profile) for each method of surface preparation that will be used on the project. Each test section shall be approximately 10 sq. ft. (0.93 sq m). The test section(s) shall be prepared using the same equipment, materials and procedures as the production operations. The Contractor shall prepare the test section(s) to the specified level of cleaning according to the appropriate SSPC visual standards, modified as necessary to comply with the requirements of this specification. The written requirements of the specification prevail in the event of a conflict with the SSPC visual standards. Only after the test section(s) have been approved shall

the Contractor proceed with surface preparation operations. Additional compensation will not be allowed the Contractor for preparation of the test section(s).

For the production cleaning operations, the specifications and written definitions, the test section(s), and the SSPC visual standards shall be used in that order for determining compliance with the contractual requirements.

Protective Coverings and Damage. All portions of the structure that could be damaged by the surface preparation and painting operations (e.g., utilities), including any sound paint that is allowed to remain according to the contract documents, shall be protected by covering or shielding. Tarpaulins drop cloths, or other approved materials shall be employed. The Contractor shall comply with the provisions of the Illinois Environmental Protection Act. Paint drips, spills, and overspray are not permitted to escape into the air or onto any other surfaces or surrounding property not intended to be painted. Containment shall be used to control paint drips, spills, and overspray, and shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur, unless the containment design necessitates action at lower wind speeds. The contractor shall evaluate project-specific conditions to determine the specific type and extent of containment needed to control the paint emissions and shall submit a plan for containing or controlling paint debris (droplets, spills, overspray, etc.) to the Engineer for approval prior to starting the work. Approval shall not relieve the Contractor of their ultimate responsibility for controlling paint debris from escaping the work zone.

When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing. When removing coatings containing lead the containment and disposal of the residues shall be as specified in the Special Provision for Containment and Disposal of Lead Paint Cleaning Residues contained elsewhere in this Contract. When removing coatings not containing lead the containment and disposal of the residues shall be as specified in the Special Provision for Containment and Disposal of Non-Lead Paint Cleaning Residues contained elsewhere in this Contract.

The Contractor shall be responsible for any damage caused to persons, vehicles, or property, except as indemnified by the Response Action Contractor Indemnification Act. Whenever the intended purposes of the controls or protective devices used by the Contractor are not being accomplished, as determined by the Engineer, work shall be immediately suspended until corrections are made. Damage to vehicles or property shall be repaired by the Contractor at the Contractor's expense. Painted surfaces damaged by any Contractor's operation shall be repaired, removed and/or repainted, as directed by the Engineer, at the Contractor's expense.

Weather Conditions. Surfaces to be painted after cleaning shall remain free of moisture and other contaminants. The Contractor shall control his/her operations to insure that dust, dirt, or moisture do not come in contact with surfaces cleaned or painted that day.

a) The surface temperature shall be at least 5°F (3°C) above the dew point during final surface preparation operations. The manufacturers' published literature shall be followed

for specific temperature, dew point, and humidity restrictions during the application of each coat.

- b) If the Contractor proposes to control the weather conditions inside containment, proposed methods and equipment for heating and/or dehumidification shall be included in the work plans for the Engineer's consideration. Any heating/dehumidification proposals accepted by the Engineer shall be implemented at no additional cost to the department.
- c) Cleaning and painting shall be done between April 15 and October 31 unless authorized otherwise by the Engineer in writing.

The Contractor shall monitor temperature, dew point, and relative humidity every 4 hours during surface preparation and coating application in the specific areas where the work is being performed. The frequency of monitoring shall increase if weather conditions are changing. If the weather conditions after application and during drying are forecast to be outside the acceptable limits established by the coating manufacturer, coating application shall not proceed. If the weather conditions are forecast to be borderline relative to the limits established by the manufacturer, monitoring shall continue at a minimum of 4-hour intervals throughout the drying period. The Engineer has the right to reject any work that was performed, or drying that took place, under unfavorable weather conditions. Rejected work shall be removed, recleaned, and repainted at the Contractor's expense.

Compressed Air Cleanliness. Prior to using compressed air for abrasive blast cleaning, blowing down the surfaces, and painting with conventional spray, the Contractor shall verify that the compressed air is free of moisture and oil contamination according to the requirements of ASTM D 4285. The tests shall be conducted at least one time each shift for each compressor system in operation. If air contamination is evident, the Contractor shall change filters, clean traps, add moisture separators or filters, or make other adjustments as necessary to achieve clean, dry air. The Contractor shall also examine the work performed since the last acceptable test for evidence of defects or contamination caused by the compressed air. Effected work shall be repaired at the Contractor's expense.

<u>Low Pressure Water Cleaning and Solvent Cleaning (HOLD POINT)</u>. The Contractor shall notify the Engineer 24 hours in advance of beginning surface preparation operations.

a) Water Cleaning of Lead Containing Coatings Prior to Overcoating. Prior to initiating any mechanical cleaning such as hand/power tool cleaning on surfaces that are painted with lead, all surfaces to be prepared and painted, and the tops of pier and abutment caps shall be washed. Washing is not required if the surfaces will be prepared by water jetting.

Washing shall involve the use of potable water at a minimum of 1000 psi (7 MPa) and less than 5000 psi (34 MPa) according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. The cleaning shall be performed in such a manner as to remove dust, dirt, chalk, insect and animal nests, bird droppings, loose paint and other foreign matter prior to solvent

cleaning. The water, debris, and any loose paint removed by water cleaning shall be collected for proper disposal. The washing shall be completed no more than 2 weeks prior to surface preparation.

If detergents or other additives are added to the water, the detergents/additives shall be included in the submittals and not used until accepted by the Engineer. When detergents or additives are used, the surface shall be rinsed with potable water before the detergent water dries.

After washing has been accepted by the Engineer, all traces of asphaltic cement, oil, grease, diesel fuel deposits, and other soluble contaminants which remain on the steel surfaces to be painted shall be removed by solvent cleaning according to SSPC – SP1, supplemented with scraping (e.g., to remove large deposits of asphaltic cement) as required. The solvent(s) used for cleaning shall be compatible with the existing coating system. The Contractor shall identify the proposed solvent(s) in the submittals. If the existing coating is softened, wrinkled, or shows other signs of attack from the solvents, the Contractor shall immediately discontinue their use. The name and composition of replacement solvents, together with MSDS, shall be submitted for Engineer acceptance prior to use.

Under no circumstances shall subsequent hand/power tool cleaning be performed in areas containing surface contaminants or in areas where the Engineer has not accepted the washing and solvent cleaning. Surfaces prepared by hand/power tool cleaning without approval of the washing and solvent cleaning may be rejected by the Engineer. Rejected surfaces shall be recleaned with both solvent and the specified mechanical means at the Contractor's expense.

After all washing and mechanical cleaning are completed, representative areas of the existing coating shall be tested to verify that the surface is free of chalk and other loose surface debris or foreign matter. The testing shall be performed according to ASTM D4214. Cleaning shall continue until a chalk rating of 6 or better is achieved in every case.

- b) Water Cleaning of Non-Lead Coatings Prior to Overcoating. Thoroughly clean the surfaces according to the steps defined above for "Water Cleaning of Lead Containing Coatings Prior to Overcoating," except that the wash water does not need to be collected, and if the shop primer is inorganic zinc, the chalk rating does not apply. All other provisions are applicable.
- c) Water Cleaning/Debris Removal Prior to Total Coating Removal. When total coating removal is specified, water cleaning of the surface prior to coating removal is not required by this specification and is at the option of the Contractor. If the Contractor chooses to use water cleaning, and the existing coating contains lead, all water and debris shall be collected for proper disposal.

Whether or not the surfaces are pre-cleaned using water, the tops of the pier caps and abutments shall be cleaned free of dirt, paint chips, insect and animal nests, bird droppings and other foreign matter and the debris collected for proper disposal. If water is used for this cleaning, it shall be collected for disposal.

Prior to mechanical cleaning, oil, grease, and other soluble contaminants on bare steel or rusted surfaces shall be removed by solvent cleaning according to SSPC-SP1.

d) Water Cleaning Between Coats. When foreign matter has accumulated on a newly applied coat, washing shall be performed prior to the application of subsequent coats. The water does not need to be collected unless it contacts existing lead containing coatings.

Laminar and Stratified Rust. All laminar and stratified rust that has formed on the existing steel surfaces shall be removed. Pack rust formed along the perimeter of mating surfaces of connected plates or shapes of structural steel shall be removed to the extent feasible without mechanically detaching the mating surface. Any pack rust remaining after cleaning the mating surfaces shall be tight and intact when examined using a dull putty knife. The tools used to remove these corrosion products shall be identified in the submittals and accepted by the Engineer. If the surface preparation or removal of rust results in nicks or gouges, the work shall be suspended, and the damaged areas repaired to the satisfaction of the Engineer, at the Contractor's expense. The Contractor shall also demonstrate that he/she has made the necessary adjustments to prevent a reoccurrence of the damage prior to resuming work.

<u>Surface Preparation (HOLD POINT).</u> One or more of the following methods of surface preparation shall be used as specified on the plans. When a method of surface preparation is specified, it applies to the entire surface, including areas that may be concealed by the containment connection points. In each case, as part of the surface preparation process, soluble salts shall be remediated as specified under "Soluble Salt Remediation". The Contractor shall also note that the surface of the steel beneath the existing coating system may contain corrosion and/or mill scale. Removal of said corrosion and/or mill scale, when specified, shall be considered included in this work and no extra compensation will be allowed.

When a particular cleaning method is specified for use in distinct zones on the bridge, the cleaning shall extend into the existing surrounding paint until a sound border is achieved. The edge of the existing paint is considered to be sound and intact if it can not be lifted by probing the edge with a dull putty knife. The sound paint shall be feathered for a minimum of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared steel and the existing coatings. Sanders with vacuum attachments, which have been approved by the Engineer, shall be used as necessary to accomplish the feathering.

a) Limited Access Areas: A best effort with the specified methods of cleaning shall be performed in limited access areas such as the backsides of rivets inside built up box members. The equipment being used for the majority of the cleaning may need to be supplemented with other commercially available equipment, such as angle nozzles, to

properly clean the limited access areas. The acceptability of the best effort cleaning in these areas is at the sole discretion of the Engineer.

b) Near White Metal Blast Cleaning: This surface preparation shall be accomplished according to the requirements of Near White Metal Blast Cleaning SSPC-SP 10. The designated surfaces shall be prepared by dry abrasive blast cleaning, wet abrasive blast cleaning, or water jetting with abrasive injection. A Near White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining.

Random staining shall be limited to no more than 5 percent of each 9 sq. in. (58 sq. cm) of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. With the exception of crevices as defined below, surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.

A surface profile shall be created on the steel as defined later under "Surface Profile."

At the discretion of the Engineer, after a best effort cleaning, slight traces of existing coating may be permitted to remain within crevices such as those created between rivets, bolts, and plates, and the underlying steel. When traces of coating are permitted to remain, the coating shall be tightly bonded when examined by probing with a dull putty knife. The traces of coating shall be confined to the bottom portion of the crevices only, and shall not extend onto the surrounding steel or plate or onto the outer surface of the rivets or bolts. Pitted steel is excluded from exemption considerations and shall be cleaned according to SSPC-SP10.

If hackles or slivers are visible on the steel surface after cleaning, the Contractor shall remove them by grinding followed by reblast cleaning. At the discretion of the Engineer, the use of power tools to clean the localized areas after grinding, and to establish a surface profile acceptable to the coating manufacturer, can be used in lieu of blast cleaning.

If the surfaces are prepared using wet abrasive methods, attention shall be paid to tightly configured areas to assure that the preparation is thorough. After surface preparation is completed, the surfaces, surrounding steel, and containment materials/scaffolding shall be rinsed to remove abrasive dust and debris. Potable water shall be used for all operations. An inhibitor may be added to the supply water and/or rinse water to prevent flash rusting. If a rust inhibitor is proposed, the Contractor shall provide a sample of the proposed inhibitor together with a letter from the coating manufacturer indicating that the inhibitor is suitable for use with their products. The surfaces shall be allowed to completely dry before the application of any coating.

c) Commercial Grade Power Tool Cleaning: This surface preparation shall be accomplished according to the requirements of Commercial Grade Power Tool Cleaning, SSPC-SP15. The designated surfaces shall be completely cleaned with power tools. A Commercial Grade Power Tool Cleaned surface, when viewed without magnification, is free of all visible oil, grease, dirt, rust, coating, oxides, mill scale, corrosion products, and other foreign matter, except for staining. In previously pitted areas, slight residues of rust and paint may also be left in the bottoms of pits.

Random staining shall be limited to no more than 33 percent of each 9 sq. in. (58 sq. cm) of surface area. Allowable staining may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.

A surface profile shall be created on the steel as defined later under "Surface Profile."

At the Contractor's option, Near White Metal Blast Cleaning may be substituted for Power Tool Cleaning – Commercial Grade, as long as containment systems appropriate for abrasive blast cleaning are utilized and there is no additional cost to the Department.

d) Power Tool Cleaning – Modified SP3: This surface preparation shall be accomplished according to the requirements of SSPC-SP3, Power Tool Cleaning except as modified as follows. The designated surfaces shall be cleaned with power tools. A power tool cleaned surface shall be free of all loose rust, loose mill scale, loose and peeling paint, and loose rust that is bleeding through and/or penetrating the coating. All locations of visible corrosion and rust bleed, exposed or lifting mill scale, and lifting or loose paint shall be prepared using the power tools.

Upon completion of the cleaning, rust, rust bleed, mill scale and surrounding paint are permitted to remain if they can not be lifted using a dull putty knife.

<u>Power Tool Cleaning of Shop Primed Steel.</u> When steel coated with only a prime coat of inorganic or organic zinc is specified to be cleaned, this work shall be accomplished as follows. After cleaning the surface as specified under "Water Cleaning of Non-Lead Coatings Prior to Overcoating," damaged and rusted areas shall be spot cleaned according Power Tool Cleaning -Modified SSPC-SP3. The edges of the coating surrounding the spot repairs shall be feathered.

Abrasives. When abrasive blast cleaning is specified, it shall be performed using either expendable abrasives (other than silica sand) or recyclable steel grit abrasives. Expendable abrasives shall be used one time and disposed of. Abrasive suppliers shall certify that the expendable abrasives meet the requirements of SSPC-AB1 and that recyclable steel grit abrasives meet AB3. The Contractor shall verify that recycled abrasives meet the requirements of SSPC-AB2 during use. All surfaces prepared with abrasives not meeting the SSPC-AB1, AB2, or AB3 requirements, as applicable, shall be solvent cleaned or low pressure water cleaned as directed by the Engineer, and reblast cleaned at the Contractor's expense.

<u>Surface Profile (HOLD POINT)</u>. The abrasives used for blast cleaning shall have a gradation such that the abrasive will produce a uniform surface profile of 1.5 to 3.5 mils (38 to 90 microns). If the profile requirements of the coating manufacturer are more restrictive, advise the Engineer and comply with the more restrictive requirements. For recycled abrasives, an appropriate operating mix shall be maintained in order to control the profile within these limits.

The surface profile for the Power Tool Cleaning - Commercial Grade shall be within the range specified by the coating manufacturer, but not less than 2.0 mils (50 microns).

The surface profile produced by the Contractor's surface preparation procedures shall be determined by replica tape and spring micrometer at the beginning of the work, and each day that surface preparation is performed. Areas having unacceptable measurements shall be further tested to determine the limits of the deficient area. The replica tape shall be attached to the daily report.

When unacceptable profiles are produced, work shall be suspended. The Contractor shall submit a plan for the necessary adjustments to insure that the correct surface profile is achieved on all surfaces. The Contractor shall not resume work until the new profile is verified by the QA observations, and the Engineer confirms, in writing, that the profile is acceptable.

<u>Soluble Salt Remediation (HOLD POINT)</u>. The Contractor shall implement surface preparation procedures and processes that will remove chloride from the surfaces. Surfaces that may be contaminated with chloride include, but are not limited to, expansion joints and all areas that are subject to roadway splash or run off such as fascia beams and stringers.

Methods of chloride removal may include, but are not limited to, steam cleaning or pressure washing with or without the addition of a chemical soluble salt remover as approved by the coating manufacturer, and scrubbing before or after initial paint removal. The Contractor may also elect to clean the steel and allow it to rust overnight followed by recleaning, or by utilizing blends of fine and coarse abrasives during blast cleaning, wet abrasive/water jetting methods of preparation, or combinations of the above. If steam or water cleaning methods of chloride removal are utilized over surfaces where the coating has been completely removed, and the water does not contact any lead containing coatings, the water does not have to be collected. The Contractor shall provide the proposed procedures for chloride remediation in the Surface Preparation/Painting Plan.

Upon completion of the chloride remediation steps, the Contractor shall use cell methods of field chloride extraction and test procedures (e.g., silver dichromate) accepted by the Engineer, to test representative surfaces that were previously rusted (e.g., pitted steel) for the presence of remaining chlorides. Remaining chloride levels shall be no greater than $7\mu g/sq$ cm as read directly from the surface without any multiplier applied to the results. The testing must be performed, and the results must be acceptable, prior to painting each day.

A minimum of 5 tests per 1000 sq. ft. (93 sq m) or fraction thereof completed in a given day, shall be conducted at project start up. If results greater than $7 \mu g/sq$ cm are detected, the

surfaces shall be recleaned and retested at the same frequency. If acceptable results are achieved on three consecutive days in which testing is conducted, the test frequency may be reduced to 1 test per 1000 sq. ft. (93 sq. m) prepared each day provided the chloride remediation process remains unchanged. If unacceptable results are encountered, or the methods of chloride remediation are changed, the Contractor shall resume testing at a frequency of 5 tests per 1000 sq. ft. (93 sq. m).

Following successful chloride testing the chloride test areas shall be cleaned. Commercial Grade Power Tool Cleaning can be used to clean the test locations when the specified degree of cleaning is SSPC-SP10.

<u>Surface Condition Prior to Painting (HOLD POINT)</u>. Prepared surfaces, shall meet the requirements of the respective degrees of cleaning immediately prior to painting, and shall be painted before rusting appears on the surface. If rust appears or bare steel remains unpainted for more than 12 hours, the affected area shall be prepared again at the expense of the Contractor.

All loose paint and surface preparation cleaning residue on bridge steel surfaces, scaffolding and platforms, containment materials, and tops of abutments and pier caps shall be removed prior to painting. When lead paint is being disturbed, cleaning shall be accomplished by HEPA vacuuming unless it is conducted within a containment that is designed with a ventilation system capable of collecting the airborne dust and debris created by sweeping and blowing with compressed air.

The quality of surface preparation and cleaning of surface dust and debris must be accepted by the Engineer prior to painting. The Engineer has the right to reject any work that was performed without adequate provision for QA observations to accept the degree of cleaning. Rejected coating work shall be removed and replaced at the Contractor's expense.

General Paint Requirements. Paint storage, mixing, and application shall be accomplished according to these specifications and as specified in the paint manufacturer's written instructions and product data sheets for the paint system used. In the event of a conflict between these specifications and the coating manufacturers' instructions and data sheets, the Contractor shall advise the Engineer and comply with the Engineer's written resolution. Until a resolution is provided, the most restrictive conditions shall apply.

Unless noted otherwise, If a new concrete deck or repair to an existing deck is required, painting shall be done after the deck is placed and the forms have been removed.

a) Paint Storage and Mixing. All Paint shall be stored according to the manufacturer's published instructions, including handling, temperatures, and warming as required prior to mixing. All coatings shall be supplied in sealed containers bearing the manufacturers name, product designation, batch number and mixing/thinning instructions. Leaking containers shall not be used. Mixing shall be according to the manufacturer's instructions. Thinning shall be performed using thinner provided by the manufacturer, and only to the extent allowed by the manufacturer's written instructions. In no case shall thinning be permitted that would cause the coating to exceed the local Volatile Organic Compound (VOC) emission restrictions. For multiple component paints, only complete kits shall be mixed and used. Partial mixing is not allowed.

The ingredients in the containers of paint shall be thoroughly mixed by mechanical power mixers according to the manufacturer's instructions, in the original containers before use or mixing with other containers of paint. The paint shall be mixed in a manner that will break up all lumps, completely disperse pigment and result in a uniform composition. Paint shall be carefully examined after mixing for uniformity and to verify that no unmixed pigment remains on the bottom of the container. Excessive skinning or partial hardening due to improper or prolonged storage will be cause for rejection of the paint, even though it may have been previously inspected and accepted.

Multiple component coatings shall be discarded after the expiration of the pot life. Single component paint shall not remain in spray pots, painters buckets, etc. overnight. It shall be stored in a covered container and remixed before use.

The Engineer reserves the right to sample field paint (individual components and/or the mixed material) and have it analyzed. If the paint does not meet the product requirements due to excessive thinning or because of other field problems, the coating shall be removed from that section of the structure and replaced as directed by the Engineer.

b) Application Methods. Unless prohibited by the coating manufacturer's written instructions, paint may be applied by spray methods, rollers, or brushes. If applied with conventional or airless spray methods, paint shall be applied in a uniform layer with overlapping at the edges of the spray pattern.

The painters shall monitor the wet film thickness of each coat during application. The wet film thickness shall be calculated based on the solids by volume of the material and the amount of thinner added. When the new coating is applied over an existing system, routine QC inspections of the wet film thickness shall be performed in addition to the painter's checks in order to establish that a proper film build is being applied.

When brushes or rollers are used to apply the coating, additional applications may be required to achieve the specified thickness per layer.

c) Painting Shop Primed Steel. After cleaning, rusted and damaged areas shall be touched up using the same primer specified for painting the existing structure. The intermediate and finish coats specified for painting the existing structure shall be applied to the steel. When inorganic zinc has been used as the shop primer, a mist coat of the intermediate coat shall be applied first in order to prevent pinholing and bubbling.

d) Recoating and Film Continuity (HOLD POINT for each coat). Paint shall be considered dry for recoating according to the time/temperature/humidity criteria provided in the manufacturer's instructions and when an additional coat can be applied without the development of film irregularities; such as lifting, wrinkling, or loss of adhesion of the under coat. If surfaces are contaminated, washing shall be accomplished prior to intermediate and final coats. Wash water does not have to be collected unless the water contacts existing lead containing coatings.

Painting shall be done in a neat and workmanlike manner. Each coat of paint shall be applied as a continuous film of uniform thickness free of defects including, but not limited to, runs, sags, overspray, dryspray, pinholes, voids, skips, misses, and shadow-through. Defects such as runs and sags shall be brushed out immediately during application.

Paint Systems. The paint system(s) from the list below shall be applied as specified.

The paint manufacturer's relative humidity, dew point, and material, surface, and ambient temperature restrictions shall be provided with the submittals and shall be strictly followed. Written recommendations from the paint manufacturer for the length of time each coat must be protected from cold or inclement weather (e.g., exposure to rain), during the drying period shall be included in the submittals. Upon acceptance by the Engineer, these times shall be used to govern the duration that protection must be maintained during drying.

Where stripe coats are indicated, the Contractor shall apply an additional coat to edges, rivets, bolts, crevices, welds, and similar surface irregularities. The stripe coat shall be applied by brush and/or spray to thoroughly work the coating into or on the irregular surfaces, and shall extend onto the surrounding steel a minimum of 1 in. (25 mm) in all directions. The purpose of the stripe coat is to build additional thickness and to assure complete coverage of these areas.

The stripe coat may be applied as part of the application of the full coat unless prohibited by the coating manufacturer. If applied as part of the application process of the full coat, the stripe coat shall be allowed to dry for a minimum of 10 minutes in order to allow Contractor QC personnel to verify that the coat was applied. If a wet-on-wet stripe coat is prohibited by the coating manufacturer or brush or roller application of the full coat pulls the underlying stripe coat, the stripe coat shall dry according to the manufacturers' recommended drying times prior to the application of the full coat. In the case of the prime coat, the full coat can also be applied first to protect the steel, followed by the stripe coat after the full coat has dried.

- a) System 1 OZ/E/U for Bare Steel: System 1 shall consist of the application of a full coat of organic (epoxy) zinc-rich primer, a full intermediate coat of epoxy, and a full finish coat of aliphatic urethane. Stripe coats of the prime and finish coats shall be applied. The film thicknesses of the full coats shall be as follows, measured according to SSPC-PA2:
 - One full coat of organic zinc-rich primer between 3.5 and 5.0 mils (90 and 125 microns) dry film thickness. The prime coat shall be tinted to a color that contrasts with the steel surface.

- One full intermediate coat of epoxy between 3.0 and 6.0 mils (75 and 150 microns) dry film thickness. The intermediate coat shall be a contrasting color to both the first coat and finish coat.
- One full finish coat of aliphatic urethane between 2.5 and 4.0 mils (65 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 9.0 and 15.0 mils (225 and 375 microns).

b) System 2 – PS/EM/U – for Overcoating an Existing System: System 2 shall consist of the application of a full coat of epoxy penetrating sealer, a spot intermediate coat of aluminum epoxy mastic and a stripe and full finish coat of aliphatic urethane.

A full coat of epoxy penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of the aluminum epoxy mastic on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full finish coat of aliphatic urethane shall be applied. The film thicknesses shall be as follows, measured according to SSPC-PA2:

- One full coat of epoxy penetrating sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One spot coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The color shall contrast with the finish coat.
- One full finish coat of aliphatic urethane between 2.5 and 4.0 mils (65 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of the stripe coat, shall be between 8.5 and 13.0 mils (215 and 325 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

- c) System 3 EM/EM/AC for Bare Steel: System 3 shall consist of the application of two full coats of aluminum epoxy mastic and a full finish coat of waterborne acrylic. Stripe coats for first coat of epoxy mastic and the finish coat shall be applied. The film thicknesses of the full coats shall be as follows, measured according to SSPC-PA2:
 - One full coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The first coat of aluminum epoxy mastic shall be tinted a contrasting color with the blast cleaned surface and the second coat.

- One full intermediate coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The intermediate coat shall be a contrasting color to the first coat and the finish coat.
- A full finish coat of waterborne acrylic between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 12.0 and 18.0 mils (360 and 450 microns).

d) System 4 – PS/EM/AC – for Overcoating an Existing System: System 4 shall consist of the application of a full coat of epoxy penetrating sealer, a spot intermediate coat of aluminum epoxy mastic and a stripe and full finish coat of waterborne acrylic.

A full coat of epoxy penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of the aluminum epoxy mastic on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full finish coat of waterborne acrylic shall be applied. The film thicknesses shall be as follows, measured according to SSPC-PA2:

- One full coat of epoxy penetrating sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One spot coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The color shall contrast with the finish coat.
- One full finish coat of waterborne acrylic between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of the stripe coat, shall be between 8.0 and 13.0 mils (200 and 325 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

- e) System 5 MCU for Bare Steel: System 5 shall consist of the application of a full coat of moisture cure urethane (MCU) zinc primer, a full coat of MCU intermediate, and a full coat of MCU finish. Stripe coats of the prime and finish coats shall be applied. The contractor shall comply with the manufacturer's requirements for drying times between the application of the stripe coats and the full coats. The film thicknesses of the full coats shall be as follows, measured according to SSPC-PA2:
 - One full coat of MCU zinc primer between 3.0 and 5.0 mils (75 and 125 microns) dry film thickness. The prime coat shall be tinted to a color that contrasts with the steel surface.

- One full MCU intermediate coat between 3.0 and 4.0 mils (75 and 100 microns) dry film thickness. The intermediate coat shall be a contrasting color to both the first coat and finish coat.
- One full MCU finish coat between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 8.0 and 13.0 mils (200 and 325 microns).

f) System 6 – MCU – for Overcoating an Existing System: System 6 shall consist of the application of a full coat of moisture cure urethane (MCU) penetrating sealer, a spot coat of MCU intermediate, and a stripe and full coat of MCU finish.

A full coat of MCU penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of MCU intermediate on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full coat of MCU finish shall be applied. The contractor shall comply with the manufacturer's requirements for drying time between the application of the stripe coat and the full finish coat. The film thicknesses shall be as follows, measured according to SSPC-PA2:

- One full coat of MCU sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One full MCU intermediate coat between 3.0 and 4.0 mils (75 and 100 microns) dry film thickness. The color shall contrast with the finish coat.
- One full MCU finish coat 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 6.0 and 10.0 mils (150 and 250 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

Repair of Damage to New Coating System and Areas Concealed by Containment. The Contractor shall repair all damage to the newly installed coating system and areas concealed by the containment/protective covering attachment points, at no cost to the Department. If the damage extends to the substrate and the original preparation involved abrasive blast cleaning, the damaged areas shall be prepared to Power Tool Cleaning - Commercial Grade. If the original preparation was other than blast cleaning or the damage does not extend to the substrate, the loose, fractured paint shall be cleaned to Power Tool Cleaning - Modified SP3.

The surrounding coating at each repair location shall be feathered for a minimum distance of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared areas and the existing coating.

If the bare steel is exposed, all coats shall be applied to the prepared area. If only the intermediate and finish coats are damaged, the intermediate and finish shall be applied. If only the finish coat is damaged, the finish shall be applied.

Special Instructions.

a) At the completion of the work, the Contractor shall stencil the painting date and the paint code on the bridge. The letters shall be capitals, not less than 2 in. (50 mm) and not more than 3 in. (75 mm) in height.

The stencil shall contain the following wording "PAINTED BY (insert the name of the Contractor)" and shall show the month and year in which the painting was completed, followed by the appropriate code for the coating material applied, all stenciled on successive lines:

CODE U (for field applied System 3 or System 4).

CODE Z (for field applied System 1 or System 2).

CODE AA (for field applied System 5 or System 6).

This information shall be stenciled on the cover plate of a truss end post near the top of the railing, or on the outside face of an outside stringer near one end of the bridge, or at some equally visible surface near the end of the bridge, as designated by the Engineer.

b) All surfaces painted inadvertently shall be cleaned immediately.

It is understood and agreed that the cost of all work outlined above, unless otherwise specified, has been included in the bid, and no extra compensation will be allowed.

<u>Basis of Payment.</u> This work shall be paid for at the contract Lump Sum price for CLEANING AND PAINTING STEEL BRIDGE, at the designated location, or for CLEANING AND PAINTING the structure or portions thereof described. Payment will not be authorized until all requirements for surface preparation and painting have been fulfilled as described in this specification, including the preparation and submittal of all QC documentation. Payment will also not be authorized for non-conforming work until the discrepancy is resolved in writing.

Appendix 1 - Reference List

The Contractor shall maintain the following regulations and references on site for the duration of the project:

- Illinois Environmental Protection Act
- ASTM D 4214, Standard Test Method for Evaluating Degree of Chalking of Exterior Paint Films
- ASTM D 4285, Standard Test Method for Indicating Oil or Water in Compressed Air
- SSPC-AB 1, Mineral and Slag Abrasives
- SSPC-AB 2. Specification for Cleanliness of Recycled Ferrous Metallic Abrasives
- SSPC-AB 3, Newly Manufactured or Re-Manufactured Steel Abrasives
- SSPC-PA 2, Measurement of Dry Coating Thickness with Magnetic Gages
- SSPC-QP 1, Standard Procedure for Evaluating Painting Contractors (Field Application to Complex Structures)
- SSPC-QP 2, Standard Procedure for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint
- SSPC-SP 1, Solvent Cleaning
- SSPC-SP 3, Power Tool Cleaning
- SSPC-SP 10/NACE No. 2, Near White Metal Blast Cleaning
- SSPC-SP 12/NACE No. 5, Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating
- SSPC-SP15, Commercial Grade Power Tool Cleaning
- SSPC-VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning
- SSPC-VIS 3, Visual Standard for Power- and Hand-Tool Cleaned Steel
- SSPC-VIS 4, Guide and Reference Photographs for Steel Cleaned by Water Jetting

- SSPC-VIS 5, Guide and Reference Photographs for Steel Prepared by Wet Abrasive Blast Cleaning
- The paint manufacturer's application instructions, MSDS and product data sheets

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

- 1. These contract provisions shall apply to all word performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 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.

(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 seg.) 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 FFO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

- 2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

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agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

paid within each classification to deter

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

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federallyassisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

- 2. Payrolls and Payroll Records:
 - a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
 - b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all suncontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
- (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in he contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted form the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

- 2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 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 an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible,""lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tie participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief. that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at http://www.dot.il.gov/desenv/delett.html.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at http://www.dot.il.gov/desenv/subsc.html.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.