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.

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. 91358
VERMILION County
Section 99-00209-01-PV (Danville)
Route FAU 6998 (Winter Avenue)
Project M-HPP-2309(2)
District 5 Construction Funds

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

Prepared by

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

Project M-HPP-2309(2)

Route FAU 6998 (Winter Avenue)
District 5 Construction Funds

1.	Proposal of
Та	xpayer Identification Number (Mandatory) for the improvement identified and advertised for bids in the Invitation for Bids as:
	Contract No. 91358 VERMILION County Section 99-00209-01-PV (Danville)

Project consists of the reconstruction of Winter Avenue, improving the intersection of Bowman Avenue by providing turn lanes and installing traffic signals, the removal and replacement of the railroad structure carrying the CSX Railroad over Winter Avenue, construction of a shared-use path, storm sewers, curb and gutter and all incidental work to complete this project located in Danville.

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-95-305-06 PPS NBR - 5-10233-0000

VERMILION 183 05

SECTION NUMBER 99-00209-01-PV (DANVILLE)

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 91358

RUN DATE - 03/22/07
RUN TIME - 074552

PROJECT NUMBER M-HPP-2309/002/000

ROUTE FAU 6998

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NOTE:

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

TOTAL

- 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.
- 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 form	reference in this bid. Any necessary addition	al		
(Bidding Company)				
Name of Authorized Representative (type or print)	Title of Authorized Representative (type or print)			
Signature of Authori	rized 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 e authorize	answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the ntity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is do 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.
	ower 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 that is authorized to execute contracts for your company.
bidding e	Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the nitity. 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	er 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 pattached	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 ending 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 Affi agency p	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 ending 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
Bidders s Please ir by refere	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. Idicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms nce.
	te 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 ager 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 ager 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.	cluding contractual employment for services
	answer is yes, please answer each of the following questio	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 appoir 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 a Governor?	0.00, (60% of the salary of the Governor % 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 Govern	.00, (60% of the Governor's salary as of itled to receive (i) more than 15% in the eartnership, association or corporation, or or?
		Yes No
unit of l	e status; the holding of elective office of the State of Illinois, local government authorized by the Constitution of the State currently or in the previous 3 years.	
` '	nship to anyone holding elective office currently or in the production 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 Constitute 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 laughter.	previous 2 years; spouse, father, mother, YesNo
(g) Employ	yment, currently or in the previous 3 years, as or by any reg	istered 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	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 of Yes _	llinois, or any political			
last 2 years by any county clerk of the	nyone; spouse, father, mother, son, or daughter; who was a compey registered election or re-election committee registered with the See State of Illinois, or any political action committee registered with real Board of Elections. Yes _	ecretary of State or any			
	APPLICABLE STATEMENT				
This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.					
Completed by:					
	Name of Authorized Representative (type or print)				
Completed by:					
•	Title of Authorized Representative (type or print)				
Completed by:					
•	Signature of Individual or Authorized Representative	Date			
	NOT APPLICABLE STATEMENT				
I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.					
This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.					
	Name of Authorized Representative (type or print)				
	Title of Authorized Representative (type or print)				
	Signature of Authorized Representative	Date			

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. 91358
VERMILION County
Section 99-00209-01-PV (Danville)
Project M-HPP-2309(2)
Route FAU 6998 (Winter Avenue)
District 5 Construction Funds

PART I. IDENTIFIC	ATION																		
Dept. Human Rights	s #						_ Du	ration o	of Proj	ect: _						_			
Name of Bidder:																_			
PART II. WORKFO A. The undersigned which this contract work projection including a projecti	bidder ha	as analyz perform for mino	ed mir ed, an rity an	d for the d fema TAI	ne locati ale empl BLE A	ons fro oyee u	m which tilization	ch the b on in all	idder re	cruits	employe	es, and he	ereby	subm allocat	its the foll ed to this TABLE	owir con B	ng workfo tract:	orce	
		TOTA	AL Wo	rkforce	Projec	tion for	Contra	act						C	URRENT			ES	
				MIN	ORITY I	EMPLC	YEES			TRA	AINEES						RACT		
JOB CATEGORIES			BLACK		HISPANIC		*OTHER MINOR.		APPREN- TICES		ON THE JOB TRAINEES		TOTAL EMPLOYEES		—	EMPL		ORITY OYEES	
OFFICIALS (MANAGERS)	M	F	M	F	M	F	M	F	М	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																			
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TRAINING	M	F	M	F	M	F	M	F	1										
APPRENTICES					1		1	1	1										

ON THE JOB TRAINEES

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

Note: See instructions on the next page

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

Contract No. 91358
VERMILION County
Section 99-00209-01-PV (Danville)
Project M-HPP-2309(2)
Route FAU 6998 (Winter Avenue)
District 5 Construction Funds

PART II. WORKFORCE PROJECTION - continued

B.		led in "Tot the unders							al n	umbe	r of	new I	nires	that	woul	d be	employ	ed in the
	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 3	э ринсіраі
C.		led in "Tota signed bid																ctly by the
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		ndersigned ectly employed by sul			rime co	ntracto	or and	that (numl	ber) _							perso	ns will be
PART	III. AFF	IRMATIVE	E ACTIO	N PL	AN													
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		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
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Addre	ss																	
						NO7	ΓICE R	EGAR	DING	SIGN	IATI	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. 91358 VERMILION County Section 99-00209-01-PV (Danville) Project M-HPP-2309(2) Route FAU 6998 (Winter Avenue) District 5 Construction Funds

PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Business Address	
	240000 / 144000	
	Firm Name	
(IE A 00 DADTNEDOUID)		
(IF A CO-PARTNERSHIP)	Business Address	
		Name and Address of All Members of the Firm:
_	_	
	Cornorate Name	
	Ву	Signature of Authorized Representative
(IF A CORPORATION)		
		Typed or printed name and title of Authorized Representative
	Attest	Signature
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE	Rusiness Address	-
SECOND PARTY SHOULD SIGN BELOW)	Dusiness Address	
	Corporate Name	
(IF A JOINT VENTURE)	Ву	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative

	Attest	Signature
	Business Address	
	1 11 11 11 11 11 11 11 11 11 11 11 11 1	
If more than two parties are in the joint venture, p	olease attach an addit	ional signature sheet.



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 Plar 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 the s	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. 91358
VERMILION County
Section 99-00209-01-PV (Danville)
Project M-HPP-2309(2)
Route FAU 6998 (Winter Avenue)
District 5 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. 91358
VERMILION County
Section 99-00209-01-PV (Danville)
Project M-HPP-2309(2)
Route FAU 6998 (Winter Avenue)
District 5 Construction Funds

Project consists of the reconstruction of Winter Avenue, improving the intersection of Bowman Avenue by providing turn lanes and installing traffic signals, the removal and replacement of the railroad structure carrying the CSX Railroad over Winter Avenue, construction of a shared-use path, storm sewers, curb and gutter and all incidental work to complete this project located in Danville.

- 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

BD 351 (Rev. 01/2003)

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

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

CHEC	K S	SHEET #	<u> NO.</u>
1		Additional State Requirements For Federal-Aid Construction Contracts	
		(Eff. 2-1-69) (Rev. 1-1-07)	1
2	Χ	Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	3
3	Χ	EEO (Eff. 7-21-78) (Rev. 11-18-80)	4
4		Specific Equal Employment Opportunity Responsibilities	
		Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	14
5		Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07)	
6		Reserved	
7	Χ	National Pollutant Discharge Elimination System Permit (Eff. 7-1-94) (Rev. 1-1-03)	25
8	• •	Haul Road Stream Crossings, Other Temporary Stream Crossings, and	
•		In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	26
9		Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	27
10	Y	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	
11	^	Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	33
12		Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	
13		Hot-Mix Asphalt Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 1-1-07)	30
14		Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-07)	41
15		PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	
		Pote Figure 14th Life Mix Asphalt Fatching (Eli. 1–1-96) (Rev. 1–1-97)	44
16		Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	44 45
17		Polymer Concrete (Eff. 8-1-95) (Rev. 3-1-05)	
18	v	PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	
19	X	Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	40
20	Х	Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)	49
21		Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)	53
22		Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	
23		Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	
24		Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	59
25		Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	
26		English Substitution of Metric Bolts (Eff. 7-1-96)	
27		English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	62
28		Calcium Chloride Accelerator for Portland Cement Concrete (Éff. 1-1-01)	63
29		Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 1-1-04)	
30		Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 1-1-04)	70
31		Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-07)	78
LRS '	1	Reserved	91
LRS)	Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07)	
LRS 3		Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-07)	
LRS 4		☐ Flaggers in Work Zones (Eff. 1-1-99) (Rev 1-1-07)	94
LRS !		Contract Claims (Eff. 1-1-02) (Rev. 1-1-07)	
LRS	_	☐ Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02)	
LRS		☐ Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-03)	102
LRS		Failure to Complete the Work on Time (Eff. 1-1-99)	108
LRS		Bituminous Surface Treatments (Eff. 1-1-99)	109
LRS		Reflective Sheeting Type C (Eff. 1-1-99) (Rev. 1-1-02)	110
LRS '		Employment Practices (Eff. 1-1-99)	111
LRS '		☐ Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 1-1-06)	113
		The Palastian of Labor /Eff 1 1 00)	114
LRS		Selection of Labor (Eff. 1-1-99)	
LRS		Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-07)	115
LRS 1	10	Partial Payments (Eff. 1-1-07)	118

SPECIAL PROVISIONS TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
OPENING PARAGRAPH	3
INTENT OF THE PROJECT	3
DESCRIPTION OF WORK	3
PROJECT SCHEDULE	4
PRECAUTION FOR UTILITIES	4
COOPERATION WITH UTILITIES	4
JOINT UTILITY LOCATING INFORMATION FOR EXCAVATORS	5
TRAFFIC CONTROL PLAN	5 – 7
SEEDING (SPL)	8
STONE RIPRAP, CLASS A2 (SPEC!AL)	8
AGGREGATE BASE COURSE	9
AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS	9
PNEUMATIC-TIRED ROLLER FOR HOT-MIX ASPHALT	10
PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL	10
PIPE CULVERT REMOVAL	11
PIPE CULVERT REMOVAL (SPECIAL)	11
PIPE CULVERTS, TYPE 1, REINFORCED CONCRETE – ELLIPTICAL, EQUIVALENT ROUND-SIZE 24" (TEMPORARY)	11
STORM SEWER WATERMAIN AND STORM SEWER, RUBBER GASKET, CLASS A	12
INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE	13
TEMPORARY DRAINAGE INTO PROPOSED DRAINAGE STRUCTURES	13
PIPE DRAINS 8" (SPECIAL)	13
ADJUSTING OF FRAMES AND GRATES OF DRAINAGE AND UTILITY STRUCTURES	14
CONCRETE MEDIAN SURFACE, 4 INCH (SPECIAL)	15
RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	16
SURVEY MARKER VAULT	16
REMOVAL OF PRECAST FLARED END SECTION	16
REMOVE AND REINSTALL EXISTING PRECAST REINFORCED CONCRETE FLARED END SECTIONS	16
REMOVE AND RE-INSTALL CONCRETE FLARED END SECTION	17
TEMPORARY BITUMINOUS PAVEMENT	17
TEMPORARY AGGREGATE SHOULDER	17

TABLE OF CONTENTS (Cont.)

<u>Item</u>	<u>Page</u>
BICYCLE RAILING, SPECIAL	18
CONCRETE FOUNDATION, TYPE E 36-INCH DIAMETER	18
TRAFFIC SIGNAL SPECIAL PROVISIONS	18 – 22
TRAFFIC SIGNAL EQUIPMENT	18
DAMAGE TO EQUIPMENT	18
ELECTRIC CABLE	18
PVC CONDUIT	19
CONTROLLER CABINET	19
ANTI-BACKUP FEATURE	19
SERVICE INSTALLATION	20
VIDEO VEHICLE DETECTION SYSTEM	20 – 22
VIDEO MONITOR	22
COAXIAL CABLE	22
TRAFFIC SIGNAL POST	22
STATUS OF UTILITIES	23 – 27
COMMITMENTS	27
CSXT BRIDGE SPECIAL PROVISIONS	28-43
STORM WATER POLLUTION PREVENTION PLAN	44-52
SOIL BORING LOGS	53-65

INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

ı	_R#	Title (Effective Date) (Revision Date).	Page#
LR SD 12		"Slab Movement Detection Device" (Eff. 11/1/84) (Rev. 1/1/07)	
LR SD 13		"Required Cold Milled Surface Texture" (Eff. 11/1/87) (Rev. 1/1/07)	
LR SD 630		"Steel Plate Beam Guardrail" (Eff. 2/1/07). Developed to allow local agencies to continue to use 27" guardrail	
EI (OD 000		with 6 inch blockouts.	
LR SD 631	Χ	"Traffic Barrier Terminals" (Rev. 2/1/07). Developed to keep Traffic Barrier Terminals Type 1, 2 & 5A as an	66-69
EI CD CO	^	option for local agencies to use with 27" guardrail with 6 inch blockouts.	
LR SD 633	v	"Remove and Reerect Steel Plate Beam Guardrail" (Eff. 2/1/07). Developed to allow local agencies to replace	70-73
LK 3D 033	^	27" guardrail with 6 inch blockouts.	, , , ,
LD 400		"Protests on Local Lettings" (Eff. 1/1/07). Developed to allow local agencies to adopt the department's	
LR 102		interested party protest procedures outlined in Title 44 of the IL Administrative Code	
LD 40°	v	"Cooperation with Utilities" (Eff 1/1/99) (Rev 1/1/07). Formerly issued as LRS 1 and was reissued as an LR	74-76
LR 105	Χ	Cooperation with outilities (Ell 1/1/99) (Rev 1/1/07). Formerly issued as ERS 1 and was reissued as an ER	17-10
		Contract Special Provision based on industry concerns discussed at the Joint Coop.	
LR 107-1		"Nationwide Permit No. 14" (Eff. 2/1/04) (Rev. 3/1/05). Developed to outline the necessary requirements to	
		comply with No. 14 permits.	
LR 107-2		"Railroad Protective Liability Insurance for Local Lettings" (Eff. 3/1/05) (Rev 1/1/06). Developed to require	
		insurance policies to be submitted to the letting agency rather than the department.	
LR 107-3		"Disadvantaged Business Enterprise Participation" (Eff. 1/1/07). Developed to require DBE utilization plans to	
		be submitted to the local agency.	
LR 107-4		"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		"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 355-2		"Asphalt Stabilized Base Course, Plant Mix" (Eff. 2/20/63) (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		"Sait 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	
LIT ILO		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	
EI (172		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 503-1 LR 503-2		"Furnishing Class SI Concrete (Short Load)" (Eff. 1/1/89) (Rev. 1/1/02). Developed to allow a load charge	
LR 503-2		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)	
		"Calcium Chloride Applied" (Eff. 6/1/58) (Rev. 1/1/07)	
LR 663	v	"Construction and Maintenance Signs" (Eff 1/1/04) (Rev 1/1/07). Developed to require florescent orange	77
LR 702	Χ	sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs	11
LD 4004		sneeting and a minimum sign size of 46 × 46 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 1102		"Road Mix or Traveling Plan Mix Equipment" (Eff. 1/1/07). Developed to replace road mix and traveling plant	
		mix bituminous equipment that was eliminated from the Standard Specifications.	

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.

File	Name	Pg#		Special Provision Title	Effecti	ve	<u>Revised</u>
1 110	80099	<u></u>		Accessible Pedestrian Signals (APS)	April 1,		Jan. 1, 2007
	80108			Asbestos Bearing Pad Removal	Nov. 1,		,
	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			
			ľ	Waterproofing Membrane and Asbestos Bituminous Concrete Surface			
				Removal'.)			· · · · · · · · · · · · · · · · · · ·
*	80173			Bituminous Materials Cost Adjustments	Nov. 2,		Jan. 2, 2007
	50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1,		Jan. 1, 2007
	5048I			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1,		Jan. 1, 2007
	50491			Building Removal-Case III (Friable Asbestos)	Sept. 1,		Jan. 1, 2007
	50531			Building Removal-Case IV (No Asbestos)	Sept. 1,		Jan. 1, 2007
	80166	78	_X_	Cement	Jan. 1,		
*	80177			Digital Terrain Modeling for Earthwork Calculations	April 1,		
and there is	80029	81	_X_	Disadvantaged Business Enterprise Participation	Sept. 1,		Jan. 1, 2007
*	80178	89	X	Dowel Bars	April 1,		
	80167	90	X	Electrical Service Installation – Traffic Signals	Jan. 1,		man i Mariana de Caracter de C
*	80179			Engineer's Field Office Type A	April 1,		
*.	80175	: h	:	Epoxy Pavement Markings	Jan. 1,		
*	80180	91	_ X_	Erosion and Sediment Control Deficiency Deduction	April 1,	4 1 1 1 1 1	
*	80168	92	X	Errata for the 2007 Standard Specifications	Jan. 1,		April 1, 2007
	80169		<u></u>	High Tension Cable Median Barrier	Jan. 1,		
	80142	94	Х	Hot-Mix Asphalt Equipment, Spreading and Finishing Machine	Jan. 1,	2005	Jan. 1, 2007
			1	(NOTE: This special provision was previously named "Bituminous			
	- 11 - 11 - 12 - 12 - 12 - 12 - 12 - 12			Equipment, Spreading and Finishing Machine".)	A	2007	
*	80181			Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	April 1,	A Company	April 4: 2007
*	80136			Hot-Mix Asphalt Mixture IL-4.75	NOV. I	2004	April 1, 2007
		Page 1		(NOTE: This special provision was previously named "Superpave		4.774	
(00400		h (Bituminous Concrete Mixture IL-4.75".)	Nov. 1	2003	Jan. 1, 2007
	80109			Impact Attenuators	Nov. 1,		Jan. 1, 2007 Jan. 1, 2007
	80110		-	Impact Attenuators, Temporary Material Transfer Device	June 15		Jan. 1, 2007
	80045 80165			Moisture Cured Urethane Paint System	Nov. 1		Jan. 1, 2007 Jan. 1, 2007
	80082			Multilane Pavement Patching	Nov. 1		DUIT: 1, 2001
	80129		-	Notched Wedge Longitudinal Joint	July 1		Jan. 1, 2007
, *	80182		 	Notification of Reduced Width	April 1		1, 200
		95	X	Organic Zinc-Rich Paint System	Nov. 1	5.271 1010 112,0.200.100(1111211	Jan. 1, 2007
	80069	99	X	Payments to Subcontractors	June 1		Jan. 1, 2006
	80022	99	 ^-	Planting Woody Plants	Jan. 1		ban. 1, 2000
	80148 80134	101	X	Plastic Blockouts for Guardrail	Nov. 1		Jan. 1, 2007
	80119	101 102	X	Polyurea Pavement Marking	April 1		Jan. 1, 2007
	80170	102	 ^-	Portland Cement Concrete Plants	Jan. 1		oan. 1, 2001
	80170	109	X	Precast Handling Holes	Jan. 1		
	80015	111	Î	Public Convenience and Safety	Jan. 1		
	3426l	411	<u> </u>	Railroad Protective Liability Insurance	Dec. 1		Jan. 1, 2006
	80157	112	X	Railroad Protective Liability Insurance (5 and 10)		, 2006	
*	80172	114	X	Reclaimed Asphalt Pavement (RAP)		, 2007	April 1, 2007
	00172			I COORDING CALOUR (ALOUR CALOUR CALOU			

File	Name	Pg#		Special Provision Title	<u>Effective</u>	<u>Revised</u>
	80160			Reflective Crack Control Treatment	April 1, 2006	Jan. 1, 2007
*	80183	120	X	Reflective Sheeting on Channelizing Devices	April 1, 2007	
;;	80151	121	X	Reinforcement Bars	Nov. 1, 2005	Jan. 1, 2007
	80164			Removal and Disposal of Regulated Substances	Aug. 1, 2006	Jan. 1, 2007
*	80184			Retroreflective Sheeting, Nonreflective Sheeting, and Translucent	April 1, 2007	
;		1		Overlay Film for Highway Signs	الكينية المتالية والمستشاس وسنة معتارس	
1	80131	123	Х	Seeding	July 1, 2004	Jan. 1, 2007
				(NOTE: This special provision was previously named "Seeding and		
				Sodding".)		
	80152			Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2007
	80132	125	Х	Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
*	80127	127	Х	Steel Cost Adjustment	April 2, 2004	April 1, 2007
	80153	131	Х	Steel Plate Beam Guardrail	Nov. 1, 2005	Jan. 1, 2007
	80143	132	Х	Subcontractor Mobilization Payments	April 2, 2005	
	80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
	80087	133	Х	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2007
*.	80176	134	Х	Thermoplastic Pavement Markings	Jan. 1, 2007	and the second s
	80161	136	Х	Traffic Signal Grounding	April 1, 2006	Jan. 1, 2007
	20338			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	
		٠.		Translucent Overlay Film for Highway Signs		
	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	138	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".

<u>80120 Precast, Prestressed Concrete Members</u> 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	Effective	Revised
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	

			,	D
<u>File Name</u>	Special Provision Title	New Location	Effective Nov. 1, 2002	<u>Revised</u> Nov. 2, 2002
80077	Chair Supports	Article 421.04(a)	April 1, 2001	Nov. 1, 2003
80051	Coarse Aggregate for Trench Backfill, Backfill and	Sections 208, 542, 550, 1003 & 1004	April 1, 2001	1407. 1, 2003
80094	Bedding Concrete Admixtures	Article 1020.05(b) &	Jan. 1, 2003	July 1, 2004
00094	Concrete Aumixtures	Section 1021	0411. 1, 2000	ou., .,
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
00102	Confugured metal inpo carrons	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	
31578	Epoxy Coating on Reinforcement	Sections 420, 483 & 606	April 1, 1997	Jan. 1, 2003
80041	Epoxy Pavement Marking	Article 1095.04	Jan. 1, 2001	Aug. 1, 2003
80055	Erosion and Sediment Control Deficiency Deduction	Article 105.03(a)	Aug. 1, 2001	Nov. 1, 2001
80103	Expansion Joints	Article 420.05(d)	Aug. 1, 2003	lon 1 2006
80101	Flagger Vests	Article 701.13	April 1, 2003 Nov. 1, 2002	Jan. 1, 2006
80079	Freeze-Thaw Rating	Article 1004.02(f) Section 204	Aug. 1, 2002	Nov. 1, 2004
80072	Furnished Excavation	Article 1103.17(a)	Nov. 1, 2003	1404. 1, 2007
80054	Hand Vibrator	Sections 801, 891 & 1084	Aug. 1, 2005	
80147 80104	Illuminated Sign Inlet Filters	Section 280 &	Aug. 1, 2003	
60104	Hiler Filters	Article 1081.15(h)	,g,	
80080	Insertion Lining of Pipe Culverts	Section 543 &	Nov. 1, 2002	Aug. 1, 2003
00000	Modition Emilia of the Cartotte	Article 1040.04		
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	
80133	Lime Stabilized Soil Mixture	Section 310	Nov. 1, 2004	April 1, 2006
80158	Manholes	Article 1042.10	April 1, 2006	
80137	Minimum Lane Width with Lane Closure	Article 701.06	Jan. 1, 2005	
80138	Mulching Seeded Areas	Section 251 &	Jan. 1, 2005	
00110	D. C. I.D	Article 1081.06(a)(4)	Sept. 1, 2003	
80116	Partial Payments	Article 109.07 Recurring # 14	Feb. 1, 2000	July 1, 2004
80013	Pavement and Shoulder Resurfacing Pavement Thickness Determination for Payment	Articles 407.03, 407.10,	April 1, 1999	Jan. 1, 2004
53600	Pavement Thickness Determination for Layment	420.03, 420.15 & 421.04	7 (5) 1, 1000	••
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	
80124	Portable Changeable Message Signs	Articles 701.15(j),	Nov. 1, 1993	April 2, 2004
		701.20(h) & 1106.02(j)		
80083	Portland Cement Concrete	Articles 1103.01 & 1103.02	Nov. 1, 2002	
80036	Portland Cement Concrete Patching	Sections 442, 701, 1013 &	Jan. 1, 2001	Jan. 1, 2004
		1020		N 4 0004
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	
00101	D) (0 D) 1	1051.10	April 1, 2004	April 1, 2005
80121	PVC Pipeliner	Recurring # 18	April 1, 2004 April 1, 2006	April 1, 2005
80159	Railroad Flaggers Railroad Full Actuated Controller and Cabinet	Article 107.12 Articles 857.04,	April 1, 2004	
80122	Railroad, Full-Actuated Controller and Cabinet	1073.01(c)(2) &	7 (prin 1) 200 T	
		1074.03(a)(5)e.	•	
80105	Raised Reflective Pavement Markers (Bridge)	Articles 781.03(a), 781.05	Aug. 1, 2003	
55.00		& 1096.01(b)		

File Name	Special Provis <u>ion Title</u>	New Location	<u>Effective</u>	<u>Revised</u>
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	
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	Nov. 1, 2005
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

	Effective. 1 cbitally 2, 2007						
	Pg	File Name	<u>Title</u>	<u>Effective</u>	<u>Revised</u>		
	<u>Pa</u> #_						
		GBSP2	Reserved				
		GBSP4	Polymer Modified Portland Cement Mortar	June 7, 1994	Jan 1, 2007		
		GBSP11	Permanent Steel Sheet Piling	Dec 15, 1993	Jan 1, 2007		
		GBSP12	Drainage System	June 10, 1994	Jan 1, 2007		
		GBSP13	High-Load Multi-Rotational Bearings	Oct 13, 1988	Jan 1, 2007		
		GBSP14	Jack and Remove Existing Bearings	April 20, 1994	Jan 1, 2007		
		GBSP15	Three Sided Precast Concrete Structure	July 12, 1994	Feb 2, 2007_		
		GBSP16	Jacking Existing Superstructure	Jan 11, 1993	Jan 1, 2007		
		GBSP17	Bonded Preformed Joint Seal	July 12, 1994	Jan 1, 2007		
		GBSP18	Modular Expansion Joint	May 19, 1994	Jan 1, 2007		
		GBSP19	Reserved				
	<u> </u>	GBSP21	Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	Jan 1, 2007		
Х	139	GBSP22	Cleaning and Painting New Metal Structures	Sept 13, 1994	Jan 1, 2007		
П		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		
H		GBSP36	Surface Preparation and Painting Req. for Weathering Steel	Nov 21, 1997	Feb <u>2, 2007</u>		
		GBSP37	Underwater Structure Excavation Protection	April 1, 199 <u>5</u>	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		
X	146	GBSP44	Temporary Soil Retention System	Dec 30, 2002	Jan <u>1, 2007</u>		
		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		
X	148	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				
	1	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		
		GBSP59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	Jan 1, 2007		

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

	 LIST ADDITIO	NAL SPECIAL I	PROVISIONS B	ELOW		
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STATE OF ILLINOIS SPECIAL PROVISIONS

OPENING PARAGRAPH

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted January 1, 2007", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of FAU Route 6998 (Winter Ave), Section 99-00209-01-PV in Vermilion County, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

INTENT OF PROJECT

The intent of this project is to reconstruct a portion of Winter Ave. in the City of Danville between Station 100+10.00 to Station 114+50.00 and 141+50.00 to Station 156+35.00. This project will also improve the intersection at Bowman Ave. by reconstructing Bowman Ave. from Station 58+40.00 to Station 69+02.93, providing turn lanes and installing traffic signals to improve safety. The intersection portion of the project will be done with staged traffic control.

A portion of this project is to replace the existing railroad structure over Winter Ave. This portion of the project will be done with the road closed.

The work on this project must be accomplished in a manner causing the least amount of damage possible to the environment and giving the maximum possible protection to the public, while minimizing disruption and inconvenience.

To that end the Contractor will be required to comply with the TRAFFIC CONTROL PLAN and with various provisions for protection of the environment contained elsewhere herein and in the plans.

DESCRIPTION OF WORK

The proposed improvement, designated as Section 99-00209-01-PV, begins approximately 60 feet east of the intersection of Winter Ave. and Monterey St. and extends approximately 5,625 feet in an easterly direction along Winter Ave. to approximately 842 feet east of the intersection of Winter Ave. and Bowman Ave. in the City of Danville except the portion of Winter Ave. previously constructed as Section 99-00209-00-PV and the bridge over Stoney Creek previously constructed as Section 99-00209-02-PV. The improvement consists of the following:

- 1. Reconstruction of the pavement from Sta. 100+10.00 to Sta. 114+50.00 and Sta. 141+50.00 to Sta. 156+35.00 on Winter Ave. and Sta. 58+40.00 to Sta. 69+02.93 on Bowman Ave.
- Construction and completion of closed storm sewer systems with curb and gutter throughout the project limits on Winter Ave. and Bowman Ave.
- 3. Construction of an open storm sewer system along Bowman Ave., north and south legs, and the east leg of Winter Ave.
- 4. Construction of a shared-use path along the south side of Winter Ave.
- 5. Installation of traffic signals at the intersection of Winter Ave. and Bowman Ave.
- 6. Replacement of the CSXT Railroad structure over Winter Ave.

PROJECT SCHEDULE

The proposed project shall be completed in 215 total working days. 105 working days shall be allowed to for the construction of the major work items of the CSXT structure. Work on items of the proposed CSXT bridge that interfere with railroad operations may begin on March 3rd, 2008 and shall be completed on or before December 31st, 2008. After December 31st, 2008, the Contractor shall be allowed the remainder of the contract working days to complete other bridge and roadway work items that do not interfere with railroad operations. The Contractor is advised that multiple crews and coordination with CSXT for track work may be necessary to complete the work by this deadline. The Contractor shall notify CSXT of tentative dates four (4) weeks prior to the need for CSXT forces to disconnect and connect track in accordance the staged construction of the CSXT structure. The final date for the track disconnection and connections shall be established no later than two (2) weeks prior to CSXT beginning the work. CSXT will complete the work within one (1) week from the established date. All superstructure and track work shall be completed by December 31st, 2008 and both railroad tracks shall be opened to normal rail traffic by that date.

PRECAUTIONS FOR UTILITIES

The Contractor shall take whatever precautions which may be necessary to protect the property of the various public utilities which may be located underground or above ground, at or adjacent to the site of this improvement. He will be required to repair or replace at his own expense, or bear the cost, to repair or replace, any public property, which has been damaged through his negligence. The procedure and specifications of repair will be in accordance with the regulations and/or policy of the utility.

COOPERATION WITH UTILITIES

Danville, IL 61832

During the progress of the work, the respective companies will do any necessary adjustments to telephone, cable TV and power facilities. The Contractor shall cooperate with the companies involved in such a manner as to eliminate any delays in construction of this section.

AmerenIP – Electric 1112 West Anthony Drive Urbana, IL 61803-7070	Dan Coon	217-383-7212
AmerenIP – Gas 370 South Main Street Decatur, IL 62523	Geno Bardelli	217-424-7004
Aqua Illinois 1300 West Fairchild Street Danville, IL 61832	Cameron Alden	217-443-8538 Ext. 115 Contact 2 weeks prior to construction
AT&T 816 East Voorhees Street Danville, IL 61832	Chuck Cushwa	217-443-7830
McLeod USA 102 East Shafer Street Forsyth, IL 62535	Carl Attebury	217-876-7194 Ext. 240
Insight Communications 806½ East Main Street	Wayne Parrish	217-446-1013

JOINT UTILITY LOCATING INFORMATION FOR EXCAVATORS

The contractor's attention is directed to the fact that there exists within the State of Illinois a Joint Utility Locating Information for Excavators (J.U.L.I.E.) System. All utility companies and municipalities that have gas mains and a number of others are a part of this system.

Instead of the contractor notifying each individual utility owner that he will be working within the area, it will only be necessary to call the number of the Joint Utility Locating Information for Excavators System, which is (800) 892-0123, and they will notify all utility companies involved that their respective utility should be located. A minimum of forty-eight hours advance notice is required and the political name of the township where the work is located, as shown on the cover sheet, along with other location information such as land section and quarter section.

TRAFFIC CONTROL PLAN

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

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications, the following Highway Standards relating to Traffic Control, and the listed Supplemental Specifications and Recurring Special Provisions.

Highway Standards:

701006

701011

701301

701311

702001

BLR17

BLR18

BLR21

BLR22

__

Plan Details:

Temporary Traffic Control Plans

Culvert Extension Detail

Traffic: It is the intention of the Department that Bowman Ave. be kept open to traffic at all times during the construction of this section. One-way traffic will be permitted in the immediate work areas during construction. At all other times, two-way traffic shall be maintained throughout the project.

The contractor shall sequence the construction in order to minimize the disruption to normal traffic flow and protect the driving public. Staged construction, sequencing plans and maximum road closure limits are included in the plans.

Access to all properties and for emergency vehicles must be maintained at all times.

During construction, the Contractor shall provide all advance warning and road construction signs in accordance with the Manual on Uniform Traffic Control Devices. Detour signs will be furnished, installed and maintained by the City of Danville.

TYPICAL APPLICATION OF TRAFFIC CONTROL DEVICES FOR ROAD CLOSURE (SPL):

It is the intent of the Department that Winter Ave. be closed to traffic during the construction of this section. During the period of road closure, the Contractor shall provide traffic control devices in accordance with the Temporary Traffic Control Plans.

The work and material specified in the Temporary Traffic Control Plans shall not be paid for separately, but shall be included in the price of the various traffic control items.

CONTRACTOR ACCESS:

At road closure locations, where Type III barricades are installed in a manner that will not allow contractor access to the project without relocation of one or more of the barricades, the arrangement of the barricades at the beginning of each work day may be relocated, when approved by the Engineer, in the manner shown on Highway Standard 702001 for Road Closed to Through Traffic. 'Road Closed 'signs (RII-2), supplemented by 'Except Authorized Vehicles 'signs (R3-II0I), shall be mounted on both the near-right and the far-left barricade(s). At the end of each work day the barricades shall be returned to their inline positions. This work will be considered incidental to the contract and no extra compensation will be allowed.

FRONTAGE ROADS AND PRIVATE ACCESS ROADS:

All frontage roads and private access roads which are to serve as an access to private properties shall be graded and the finished surface placed thereon as one of the first contract items to be built. In no case shall a person now using a gravel or crushed stone surface as a means of ingress and egress be forced to use an unsurfaced entrance or frontage road during the winter months. Any granular material placed by the Contractor as a stop-gap measure, which cannot be incorporated in the construction of the final surface as specified, shall be done in accordance with Article 107.09 of the Standard Specifications.

Any frontage or access road after it has been surfaced with aggregate shall not be used as a haul road by the Contractor. Any damage done to the finished surface due to the Contractor's operations shall be repaired by the Contractor at his/her expense.

Any delays or inconveniences caused the Contractor in complying with this Special Provision shall be considered as incidental to the contract.

STAGE CONSTRUCTED ACROSS ROAD STRUCTURES:

Across road structures shall be constructed in half-lengths at locations as designated by the Engineer. During this operation, one-way traffic shall be permitted.

These structures shall be constructed in half-lengths and in accordance with applicable portions of Article 701.17(e) of the Standard Specifications.

This work shall be accomplished by laying the first half-length of structure, backfilling to the top of the sub-grade with trench backfill, and then placing either a permanent or temporary patch. Permanent patches shall conform to the applicable portions of Section 442 of the Standard Specifications and to these Special Provisions. Temporary patches shall consist of CA-6 compacted to the satisfaction of the Engineer and graded to within 2 inches (50 mm) below the existing surface, and a 2 inch (50 mm) lift of hot-mix asphalt meeting the approval of the Engineer used for the top 2 inch (50 mm) lift. The patches shall be placed before opening to traffic.

If temporary patches are used they will be placed, maintained and removed as directed by the Engineer at no additional cost to the State.

Temporary patches will not be paid for separately but will be considered included in the across road structure involved. Any delays or inconveniences caused the Contractor due to complying with this requirement will be considered incidental to the contract and no additional compensation will be allowed.

PAVEMENT MARKINGS:

It is the intention of the Department that the Contractor place lane markings as shown on the plans on the completed pavement on Winter Avenue from Station 100+10 to Station 114+50 prior to opening the road to traffic in accordance with the applicable portions of the Manual on Uniform Traffic Control Devices for Streets and Highways

TRAFFIC CONTROL STANDARDS:

Traffic control standards shall be applied as directed by the Engineer.

The following traffic control standards shall be utilized during, but not limited to, the listed construction operations:

701006 This standard for 2-way, 2-lane traffic shall apply where work operations are from 15' to 2' from the edge of pavement. Typical applications are field surveying, utility operations, culvert extensions, landscaping operations and sign installation and maintenance.

701011 This standard for 2-way, 2-lane traffic shall apply where work operations are daytime moving operations from 15' to the edge of pavement. Typical applications are shoulder work and utility operations.

701301 This standard for 2-way, 2-lane traffic shall apply where work operations are from the roadway centerline to more than 2' from the edge of pavement. Typical applications are field surveying, utility operations, and clean-up near roadway.

701311 This standard for 2-way, 2-lane traffic shall apply where daytime work operations require an intermittent or continuous moving operation on the pavement where the average speed of movement is greater than 4 mph. Typical applications are landscaping work, utility work, pavement marking and debris cleanup.

702001 This standard is for traffic control devices including barricades, signs, cones, warning devices, and rumble strips.

1) Type III barricades shall be equipped with two Type A flashing lights at each closure location.

BLR17 This standard is for barricade location for "Road Closed" and "Road Closed to Through Traffic".

BLR18 This standard for 2-way, 2-lane traffic shall apply where work operations are from the roadway centerline to more than 2' from the edge of pavement. Typical applications are field surveying, utility operations, and maintenance near roadway.

BLR21 This standard is for barricade location and advanced warning signs for "Road Closed" for Rural Local Highways.

BLR22 This standard is for barricade location and advanced warning signs for "Road Closed to Through Traffic" for Rural Local Highways.

Basis of Payment. Traffic control and protection required under the listed standards, and as specified herein, shall be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION.

SEEDING (SPL)

Earth slopes which are disturbed as a result of the normal widening and shoulder operations as shown on the typical cross sections shall be seeded with Class 1A Seeding, fertilized and mulched in accordance with Method 2 in accordance with the applicable portions of Sections 250 and 251 of the Standard Specifications. Measurement for payment shall not be greater than as shown in the typical cross sections. Areas outside the limits shown on the typical cross sections which are disturbed by the Contractor's operations shall also be seeded, fertilized and mulched in accordance with the General Notes included in the plans and with Sections 250 and 251 of the Standard Specifications, and will not be measured for payment.

The Contractor shall specify at the time of the preconstruction conference which procedure method of mulching he/she plans to use.

This work will be paid for at the contract unit price for the items used, measured as specified herein and in the Standard Specifications and no additional compensation will be allowed.

STONE RIPRAP, CLASS A2 (SPECIAL)

Description. This item shall include furnishing and placing a protective course of stone laid as riprap for erosion protection and weed prevention at locations detailed in the plans and as directed by the engineer.

This work will be in accordance with Section 281 of the Standard Specifications with the following exceptions:

- 1. The material used shall be a tri-colored crushed angular stone, which meets the requirements of Article 1005.01 for Quality Designation A, Gradation No. 2. The contractor shall provide samples of the stone to the engineer for approval.
- Installation of Filter Fabric for Use with Riprap will be required to provide weed control.

Method of Measurement. This work will be measured for payment in place and the area computed in square yards. The area for measurement will include the upper sloped surface of the riprap and upper horizontal surface of the toe anchor.

Basis of Payment. This work will be paid for at the contract unit price per square yard for STONE RIPRAP, CLASS A2 (SPECIAL) and no additional compensation will be allowed.

Filter Fabric for Use with Riprap will be measured and paid for according to Section 282.

AGGREGATE BASE COURSE

In addition to the requirements of Section 351 of the Standard Specifications, the aggregate base course shall be placed in at least two lifts and the final 4-inch (100 mm) (compacted) layer of aggregate shall be deposited full-lane width with a spreading and finishing machine meeting the requirements of Article 1102.03 of the Standard Specifications. The spreading and finishing machine shall be equipped with a leveling device as specified in Article 1102.03.

Any cost incurred due to the required two lifts and use of the spreading and finishing machine on the final 4-inch (100 mm) layer of aggregate will not be paid for separately, but shall be included in the contract unit price for AGGREGATE BASE COURSE of the type specified.

AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS

Revise Article 402.10 of the Standard Specifications to read:

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

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

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

(b) Commercial Entrance. The minimum width shall be 7.2 m (24 ft). The minimum compacted thickness shall be 230 mm (9 in.). The maximum grade shall be six percent, except as required to

match the existing grade.

(c) Road. The minimum width shall be 7.2 m (24 ft). The minimum compacted thickness shall be 230 mm (9 in.). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed. Maintaining the temporary access shall include relocating and/or regrading the aggregate surface course for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

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

Add the following to Article 402.12 of the Standard Specifications:

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

Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

"Aggregate surface course for temporary access will be paid for at the contract unit price per each for TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE) or TEMPORARY ACCESS (ROAD). Partial payment of the each amount bid for temporary access of the type specified will be paid according to the following schedule:

(a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the

type constructed, will be paid.

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

PNEUMATIC-TIRED ROLLER FOR HOT-MIX ASPHALT

For all Hot-Mix Asphalt Mixtures placed at a rate exceeding 85 tons per hour (75 metric tons per hour), a pneumatic-tired roller will be required as the intermediate roller. This roller shall meet the requirements of Table 1 of Article 406.07 of the Standard Specifications. This provision shall hold over any other requirements included elsewhere in the contract.

This work will not be measured for payment or paid for separately, but shall be considered as included in the price per ton (metric ton) or square yard (square meter) of the various items of HOT-MIX ASPHALT, of the mixture and N design (if applicable) specified.

PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL

Description. This work shall consist of construction of Portland Cement Concrete Sidewalk to be used as the shared-use path approach to Stoney Creek Bridge as detailed in the Plans.

This work shall be done in accordance with the applicable portions of Section 424 of the Standard Specifications, and as shown on the plans.

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

Basis of Payment. This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL.

The unit price bid for Portland Cement Concrete Sidewalk 5 Inch, Special shall include all required expansion joints and the additional concrete thickness at the edges of the path required for the installation of the concrete barrier and bicycle railing as detailed on the plans and no additional compensation will be allowed.

PIPE CULVERT REMOVAL

Description. This work shall consist of the removal and disposal of the existing entrance, sideroad and crossroad culverts including any concrete, wood or metal headwalls, concrete or metal end sections, drop structures and pipe tees necessary as shown in the plans in accordance with Section 501 of the Standard Specifications. This work item is intended to remove the existing culverts to be replaced by new culverts or storm sewer system. The existing culverts are not to be salvaged and shall become the property of the contractor to be disposed of according to Article 202.03.

Method of Measurement. This work will be measured for payment in place in feet of existing culvert to be removed. The measurement shall be along the flowline of the culvert.

Basis of Payment. This work will be paid for at the contract unit price per foot for PIPE CULVERT REMOVAL and no additional compensation will be allowed.

PIPE CULVERT REMOVAL (SPECIAL)

Description. This work shall consist of the removal and disposal of a portion of the proposed culvert extension at RT Station 67+94.68 as shown in the plans in accordance with Section 501 of the Standard Specifications. This work is intended partially remove the 24" Elliptical Reinforced Concrete Pipe Culvert extension required for the temporary bituminous pavement placed in Stage 1 but will not be needed for the permanent condition constructed in Stage 3.

Method of Measurement. This work will be measured for payment in place in feet of culvert to be removed. The measurement shall be along the flowline of the culvert.

Basis of Payment. This work will be paid for at the contract unit price per foot for PIPE CULVERT REMOVAL (SPECIAL) and no additional compensation will be allowed.

<u>PIPE CULVERTS, TYPE 1, REINFORCED CONCRETE – ELLIPTICAL, EQUIVALENT ROUND-SIZE 24" (TEMPORARY)</u>

Description. This work shall consist of the installation of a proposed culvert extension at RT Station 62+49.60 as shown in the plans in accordance with Section 542 of the Standard Specifications. This work is intended to extend the culvert at this location, which is required for the temporary bituminous pavement placed in Stage 1. This culvert will be removed when no longer required for the temporary bituminous pavement.

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

Basis of Payment. This work will be paid for at the contract unit price per foot for PIPE CULVERTS, TYPE 1, REINFORCED CONCRETE – ELLIPTICAL, EQUIVALENT ROUND-SIZE 24" (TEMPORARY) and no additional compensation will be allowed.

Removal of Pipe Culverts, Type 1, Reinforced Concrete – Elliptical, Equivalent Round-Size 24" (Temporary) shall not be paid for separately but shall be included in the contract unit price per foot of PIPE CULVERTS, TYPE 1, REINFORCED CONCRETE – ELLIPTICAL, EQUIVALENT ROUND-SIZE 24" (TEMPORARY).

STORM SEWER WATERMAIN AND STORM SEWER, RUBBER GASKET, CLASS A

STORM SEWER WATERMAIN, and STORM SEWER, RUBBER GASKET, CLASS A are being used to satisfy the EPA requirements for vertical and horizontal separation of water mains from sewers as outlined in Section 41-2.01B and 41-2.01C, respectively, of the Standard Specifications for Water and Sewer Main Construction in Illinois.

STORM SEWER, RUBBER GASKET, CLASS A shall be installed at locations shown in the plans and shall be used to satisfy the requirements of Section 41-2.01B of the Standard Specifications for Water and Sewer Main Construction in Illinois. The work shall consist of construction of storm sewers with the necessary fittings according to Section 550 of the Standard Specifications for Road and Bridge Construction, with the following exception:

• The Contractor shall furnish and install a reinforced concrete pipe of the size, class, and type indicated with O-ring rubber gasket joints consisting of a compressive type ring in accordance with ASTM Specification C-361. Pressure testing shall not be required as part of this construction. The length of STORM SEWER, RUBBER GASKET, CLASS A shall extend a minimum of three meters (ten (10) feet) (3 m) perpendicular each side of the watermain that the storm sewer crosses. This item may only be used for crossings of a storm sewer and waterline. It may not be substituted for STORM SEWER, WATERMAIN.

STORM SEWER, WATERMAIN shall be used to satisfy the requirements of Section 41-2.01B of the Standard Specifications for Water and Sewer Main Construction in Illinois. Materials permitted and methods of construction are given below:

- Plastic Pipe may be used for watermain quality storm sewer, and shall be installed at locations shown in the plans. The plastic pipe shall be according to Sections 40-2.03, 40-2.04, and 40-2.05B of the Standard Specifications for Water & Sewer Main Construction in Illinois, dated May 1996. The Contractor shall install the pipe size specified or the next larger pipe size available, and methods of construction shall be in accordance with Section 550 of the Standard Specifications for Road and Bridge Construction. The pressure testing required by Section 41-2.01B of the Standard Specifications for Water and Sewer Main Construction in Illinois, May 1996 shall include a hydrostatic head to the top of casting elevation of the lower manhole on the run, or as otherwise shown in the plans.
- Ductile Iron Pipe may be used for watermain quality storm sewer, and shall be according to Sections40-2.02, 40-2.04, and 40-2.05A of the Standard Specifications for Water & Sewer Main Construction in Illinois, dated May 1996. The Contractor shall install the pipe size specified or the next larger pipe size available, and methods of construction shall be in accordance with Section 550 of the Standard Specifications for Road and Bridge Construction. The pressure testing required by Section 41-2.01B of the Standard Specifications for Water and Sewer Main Construction in Illinois, May 1996 shall include a hydrostatic head to the top of lid elevation of the lower manhole on the run, or as otherwise shown in the plans.

This work will be measured according to Article 550.04 of the Standard Specifications for Road and Bridge Construction and shall be paid for at the contract unit price per linear foot (meter) for STORM SEWER, RUBBER GASKET, CLASS A of the type and size specified, and STORM SEWER WATERMAIN, of the size specified in the plans. This payment shall include the excavation, placement, and backfilling and shall be according to the applicable portions of Section 550 of the Standard Specifications except as otherwise described herein and no additional compensation will be allowed.

INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE

Description. This work shall consist of constructing Type A inlets with frames and grates, at locations shown on the plans, in accordance with Section 602 of the Standard Specifications for Road and Bridge Construction except that the frame and grates shall be special frame and grates as detailed on the plans (Neenah R-2560-E or equivalent).

Basis of Payment. This work shall be paid for at the contract unit price each for INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE, which price shall include all frames, grates, sand cushion, and all excavation and backfilling, except excavation in rock.

TEMPORARY DRAINAGE INTO PROPOSED DRAINAGE STRUCTURES

This work shall consist of providing temporary drainage into any proposed drainage structure that is to be constructed in sag locations. These sag locations shall also be interpreted to include side streets. This work shall consist of a 4 inch (100-mm) PVC or polyethylene pipe installed from the surface of the proposed widening material into the proposed drainage structure near the 'resurfacing lip 'on the combination concrete curb and gutter. The 4-inch (100-mm) pipe shall be cut flush with the proposed widening material as directed by the Engineer. Prior to the final resurfacing operations, the 4-inch (100-mm) pipe shall be filled with concrete or bituminous material.

This work will not be paid for separately but shall be considered as included in the contract unit price for the various pay items involved and no additional compensation will be allowed.

PIPE DRAINS 8" (SPECIAL)

Description. This work shall consist of the installation of a proposed pipe drain from 63.3' LT Station 104+60.46 to 63.3' LT Station 104+81.70 as shown in the plans in accordance with Sections 601, 609 and 610 of the Standard Specifications and as detailed in the plans. This work is intended to connect the PIPE UNDERDRAINS FOR STRUCTURES 8" to the proposed storm sewer system. The 8" pipe drain shall be connected to the 8" pipe underdrain at the top of the railroad embankment using a coupling or concrete collar if the outside pipe diameters do not match and a pipe elbow as detailed in the plans. If a concrete collar is used, it should be constructed as detailed in the plans. The pipe drain shall connect to the proposed manhole at 63.3' LT Station 104+81.70 using a thrust block and pipe elbow as detailed in the plans.

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

Basis of Payment. This work will be paid for at the contract unit price per foot for PIPE DRAINS 8" (SPECIAL) and no additional compensation will be allowed.

Thrust blocks will be paid for according to Article 609.07.

All pipe elbows required to construct this pipe drain will not be paid for separately but shall be included in the contract unit price per foot of PIPE DRAINS 8" (SPECIAL). If a concrete collar is used instead of a coupling to make the connection to the 8" pipe underdrain, it will not be paid for separately but shall be included in the contract unit price per foot of PIPE DRAINS 8" (SPECIAL).

ADJUSTING OF FRAMES AND GRATES OF DRAINAGE AND UTILITY STRUCTURES

At the contractor's option the adjustment of the casting may be performed after the surface course has been placed.

If this option is chosen, the existing pavement adjacent to and for a distance not exceeding 12 inches (300 mm) outside the base of the casting to be adjusted shall be broken sufficiently to permit its removal.

After the casting has been adjusted to the satisfaction of the engineer, the pavement and hot-mix asphalt mixture removed shall be replaced with Class SI concrete not less than 9 inches (225 mm) thick. The concrete surface to a depth of 1 inch (25 mm) shall be darkened with a mortar additive to match the adjacent hot-mix asphalt.

Payment will be in accordance with Article 603.09.

CONCRETE MEDIAN SURFACE, 4 INCH (SPECIAL)

Description. This work shall consist of construction of Concrete Median Surface to be used as a divider between the south curb and gutter and the shared-use path as detailed in the Plans.

Construction Requirements. This work shall be done in accordance with the applicable portions of Section 606 of the Standard Specifications, and as shown on the plans.

Concrete mix should be 4000-psi compressive strength design, low slump and contain no more than 3% air entrainment. Excessive air entrainment or superplasticizers shall not be used in the concrete mix design. Calcium chloride and non-chloride accelerators shall not be used. A protective decorative sealer shall be applied.

The concrete will be textured with a pattern and colored with a rust colored color hardener, subject to the approval of the engineer. The contractor shall provide the engineer with manufacturer's catalog, detail sheets, and printed instructions for the selected texture. The texturing shall be installed in accordance with the manufacturer's recommendations. All concrete patterning materials shall be from a single manufacturer.

In order to provide quality assurance, the contractor shall provide 4 foot by 4 foot mock-up to demonstrate methods of obtaining consistent visual appearance. The mock-up shall be constructed at least one month before start of actual work, using materials and methods to be used in actual work as described below. The mock-up shall be located on site. Samples of materials used in the mock-up shall be retained for comparison with materials used in remaining work. An accepted mock-up will constitute the visual standard for work. The mock-up shall be removed when no longer required for comparison with finished work

Basic application of the concrete texturing material and color hardener is as follows:

- 1. Determine the amount of color hardener and stencil required. Check the stencil roll to verify it is clean and complete.
- 2. Form and place the concrete slab scheduled for patterning in a conventional manner. Screed and float the surface as required.
- 3. Place the stencil of the selected pattern on the fresh concrete and lightly embed it with a stencil roller.
- 4. Trim the stencil to fit the concrete slab.
- 5. Select a color hardener and broadcast 2/3 of the material evenly over the concrete surface and work it into the surface, integrating the color with the concrete.
- 6. Broadcast the remaining 1/3 of the material to intensify the final color appearance if necessary. Work the material into the surface, integrating the color with the concrete.
- 7. Carefully lift and remove the stencil once the concrete has cured sufficiently to bear weight.
- 8. Remove debris from the surface using a mechanical leaf blower.
- 9. Apply Decorative Sealer to protect the concrete surface and reduce maintenance in accordance with the manufacturer's directions.
- 10. Open pails of material should be used immediately and discarded. Stencils should be cleaned immediately after use.

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

Basis of Payment. This work will be paid for at the contract unit price per square foot for CONCRETE MEDIAN SURFACE, 4 INCH (SPECIAL).

The unit price bid for Concrete Median Surface, 4 Inch (Special) shall include all required expansion joints, mock-up construction and removal, concrete texturing labor and materials, color hardener decorative sealer, and disposal of left over material and no additional compensation will be allowed.

RAISED REFLECTIVE PAVEMENT MARKER REMOVAL

Delete the last sentence of the second paragraph of Article 783.03(b).

Replace Article 783.03(b) with the following:

"Where removal of raised reflective markers is indicated in the plans, this shall consist of complete removal of the castings, and reflectors from the pavement structure. Where cold milling is not proposed, or where the proposed depth of cold milling is less than 1½ inches (38 mm), the holes resulting from the removal of raised reflective markers shall immediately be cleaned out with compressed air, filled with a bituminous mixture meeting the requirements of Article 1030.07, and compacted to the satisfaction of the Engineer. This work shall be completed prior to cold milling, or prior to bituminous concrete placement if cold milling is not specified."

Add the following at the end of Article 783.06:

"The payment for RAISED REFLECTIVE MARKER REMOVAL shall include complete removal and disposal of the castings and reflectors, and furnishing, placing, and compacting the bituminous material in the holes as specified above."

SURVEY MARKER VAULT

Description. This work shall consist of furnishing and placement of a Survey Marker Vault as detailed in the Plans (See IDOT District 5 CADD Detail D-1.04).

Basis of Payment. This work will be paid for at the contract unit price each for SURVEY MARKER VAULT.

REMOVAL OF PRECAST FLARED END SECTION

Description. This work shall consist of the removal and disposal of the existing precast flared end sections at LT and RT Station 67+94.68 as shown in the plans in accordance with Section 501 of the Standard Specifications. This work is intended remove the precast flared end sections without damaging the portion of the culvert to remain in place for extension. Any portion of the culvert to remain in place damaged by the Contractor in his operations shall be replaced by him at his own expense, and no additional compensations will be allowed.

Basis of Payment. This work will be paid for at the contract unit price each for REMOVAL OF PRECAST FLARED END SECTION and no additional compensation will be allowed.

REMOVE AND REINSTALL EXISTING PRECAST REINFORCED CONCRETE FLARED END SECTIONS

Description. This work shall consist of the removal and reinstallation of the existing precast flared end section at RT Station 62+49.60 as shown in the plans. This work is intended to remove the precast flared end section without damage, and reinstalling the precast flared end section after the culvert has been temporarily extended for the temporary bituminous pavement. Any damage to the precast flared end section or the portion of the culvert to remain in place by the Contractor in his operations shall be replaced by him at his own expense, and no additional compensations will be allowed.

Basis of Payment. This work will be paid for at the contract unit price each for REMOVE AND REINSTALL EXISTING PRECAST REINFORCED CONCRETE FLARED END SECTIONS and no additional compensation will be allowed.

REMOVE AND RE-INSTALL CONCRETE FLARED END SECTION

Description. This work shall consist of the removal and reinstallation of the proposed precast flared end section at RT Station 67+94.68 as shown in the plans. This work is intended remove the precast flared end section without damage, and reinstalling the precast flared end section at the permanent location after a portion of the culvert extension has been removed. Any damage to the precast flared end section or the portion of the culvert to remain in place by the Contractor in his operations shall be replaced by him at his own expense, and no additional compensations will be allowed.

Basis of Payment. This work will be paid for at the contract unit price each for REMOVE AND RE-INSTALL CONCRETE FLARED END SECTION and no additional compensation will be allowed.

TEMPORARY BITUMINOUS PAVEMENT

Description. This item shall include all materials, labor and equipment necessary to construct and remove 6" of temporary bituminous pavement in accordance with applicable sections of the Standard Specifications except as herein specified.

Hot-mix asphalt base course shall be placed in accordance with applicable portions of Article 355 to a thickness of 6". Material for hot-mix asphalt base course shall be Hot-Mix Asphalt Binder Course, IL-19.0, N70 in accordance with Article 406.

Basis of Payment. This work will be paid for at the contract unit price per square yard for TEMPORARY BITUMINOUS PAVEMENT which price shall include payment in full for all materials, labor and equipment necessary to perform the work as herein specified.

Removal of Temporary Bituminous Pavement shall not be paid for separately but shall be included in the contract unit price per square yard of TEMPORARY BITUMINOUS PAVEMENT.

TEMPORARY AGGREGATE SHOULDER

Description. This item shall include all materials, labor and equipment necessary to construct and remove temporary aggregate shoulder in accordance with applicable sections of the Standard Specifications except as herein specified.

Aggregate shoulder shall be in accordance with applicable portions of Article 481 and shall be Aggregate Shoulders, Type B with a thickness of 6".

Basis of Payment. This work will be paid for at the contract unit price per ton for TEMPORARY AGGREGATE SHOULDER which price shall include payment in full for all materials, labor and equipment necessary to perform the work as herein specified.

Removal of Temporary Aggregate Shoulder shall not be paid for separately but shall be included in the contract unit price per ton of TEMPORARY AGGREGATE SHOULDER.

BICYCLE RAILING, SPECIAL

Description. This work shall consist of furnishing and installation of Bicycle Railing as detailed in the Plans (See Bicycle Railing Detail Sheet).

No Barrier Railing opposite of the Bicycle Railing is required for this length of railing as detailed in the plans.

Method of Measurement. This work will be measured for payment in place in feet. The measurement shall be from center of post to center of post along the centerline of the railing.

Basis of Payment. This work will be paid for at the contract unit price per foot for BICYCLE RAILING, SPECIAL.

CONCRETE FOUNDATION, TYPE E 36-INCH DIAMETER

Description. This work shall consist of furnishing and installing a concrete foundation for the installation of a mast arm pole as shown on Highway Standard 878001 and as described in Section 878 of the Standard Specifications.

Soil boring logs have been provided at each traffic signal mast arm location as shown in the plans.

Method of Measurement. The foundation will be measured for payment as described in Article 878.04.

Basis of Payment. This work will be paid for as described in Article 878.05.

TRAFFIC SIGNAL SPECIAL PROVISIONS

TRAFFIC SIGNAL EQUIPMENT

The traffic signal equipment furnished for this contract shall be Eagle Brand in accordance with the proprietary letter between the State of Illinois and the City of Danville dated October 26, 1992.

DAMAGE TO EQUIPMENT

Any equipment damaged by the Contractor in his operations shall be replaced by him at his own expense, and no additional compensations will be allowed.

ELECTRIC CABLE

All signal, lead-in, communication, service cable, and lighting cable shall be tagged with wiring identification markers at each point of access. All handholes, mast arm pole handholes, and controller cabinet shall be considered as points of access.

Wiring identification markers shall be in accordance with Article 1066.07 of the Standard Specifications. The cost associated with this compliance shall be considered as included in the contract unit price per FOOT for ELECTRIC CABLE of the size and type specified.

PVC CONDUIT

This work shall consist of furnishing and installing a conduit of the type and size specified, in accordance with Section 810 of the Standard Specifications except as described herein.

The substitution of Polyethylene duct conduit in place of PVC conduit, augered or in trench, of the size specified in the plans is permitted with no change in compensation of this item.

The term augered shall cover both the pushed and bored method of installing the conduit. Because of differences in the equipment and techniques, the contractor may use either method to install the conduit for the item AUGERED.

If the contractor chooses to install conduit runs designated as trenched in the plans by augering, payment shall be at the contract unit price per FOOT for CONDUIT IN TRENCH of the size specified along with trench and backfill for this work.

When PVC Conduit is required to be spliced to steel conduit sections, a heavy wall set screw connector with a PVC female adapter shall be installed and sealed by duct seal and plastic tape.

A 1/4 inch polypropylene pull rope shall be installed in all conduit runs exceeding 20 feet. A minimum of 2 feet of rope shall be provided at each end of a conduit run.

This work will be paid for at the contract unit price per FOOT for PVC CONDUIT, of the size and type specified. Trench and backfill when required will be paid for separately.

CONTROLLER CABINET

The cabinet furnished under this contract shall have a detector test panel installed properly wired to the back-panel and located on the interior of the service door. It shall be possible to register an input call by means of momentary action switches, or comparable means, for any available phase. The call will be serviced as an actual call from a field detector. Each switch shall be properly identified per phase.

ANTI-BACKUP FEATURE

The anti-backup feature for controller programming required in Article 1073.01(c) of the Standard Specifications for Traffic Control Items shall have the following added to the definition shown in Article 1073.01(a):

The components used to accomplish this feature shall be located outside the controller and labeled for identification.

Any costs incurred by compliance with this special provision shall be considered as included in the applicable pay items.

SERVICE INSTALLATION

This work shall be in accordance with Section 805 of the Standard Specifications except that in addition to the stainless steel enclosure required in Article 1086.02, a weatherproof painted steel enclosure will also be allowed.

The proposed service installation will have separate breakers for traffic signals and the luminaire street lights.

All labor and materials necessary to comply with this special provision shall be considered as included in the unit cost EACH for SERVICE INSTALLATION of the type specified and no additional compensation will be allowed.

VIDEO VEHICLE DETECTION SYSTEM

This work shall consist of furnishing, installing and placing into operation a vehicle detection system which detects vehicles by processing video images and providing detection outputs to a traffic signal controller. This equipment shall meet the NEMA Environmental, power and surge ratings as set forth in NEMA TS1 and TS Specifications.

The video detection system shall consist of four video cameras, a video detection processor (VDP) capable of processing up to six video sources, and a pointing device.

The system shall include software that detects vehicles in multiple lanes using only the video image. Detection zones shall be defined using only a video menu and a pointing device to place the zones on a video image. Up to 144 detection zones shall be available. A separate computer shall not be required for programming detection zones.

The VDP shall process video from up to 6 video sources simultaneously. The sources can be a video cameras or S-VHS video tape players. The video shall be input to the VDP in RS 170 format and shall be digitized and analyzed in real time. A separate microprocessor for each video input shall be used.

Detection zones shall be programmed via a menu displayed on a video monitor and a pointing device connected to the VDP. The menu shall facilitate placement of the detection zones.

The VDP shall detect vehicles in real time as they travel across each detector zone.

The VDP shall have an RS-232 port for communications with an external computer. The VDP shall accept new detector patterns from an external computer through the RS-232 port. The VDP shall send its detector patterns to an external computer through the RS-232 port.

A minimum of 24 detection zones shall be supported and each detection zone can be sized to suit the site and the desired vehicle detection region.

Placement of detection zones shall be done by using only a pointing device and a graphical interface built into the VDP to draw the detection zones on the video image from each video camera.

The contractor shall supply to the Illinois Department of Transportation District 5 Bureau of Operations and to the City of Danville one (1) copy each of the latest version of pc software for uploading and downloading the detector patterns to and from the external computer through the RS-232 port.

Up to 3 detection zone patterns shall be saved within the VDP memory and this memory shall prevent loss during power outages.

FAU 6998 (Winter Ave) Section 99-00209-01-PV Vermilion County (City of Danville)

Detector zone placement shall not be more distant from the camera than a distance of ten times the mounting height of the camera.

The VDP shall provide up to 32 channels of vehicle presence detection through a NEMA TS1 or TS2 port.

The VDP shall provide normal detector operation of existing zones except the one being added or modified during the setup process. The VDP shall output a constant call on any detection channel corresponding to a zone being modified.

The VDP shall be housed in a durable metal enclosure suitable for shelf mounting or 19" rack mounting in a NEMA type traffic equipment cabinet. The VDP shall be modular in construction with plug in field replaceable units.

The VDP shall be equipped with internal surge suppression. Surge ratings shall be as set forth in NEMA specifications.

The VDP shall include an RS-232 port for serial communications with a remote computer. This port shall be a "D" subminiature connector on the front of the VDP.

The front of the VDP shall include a BNC video input connection suitable for RS-170 video inputs. The video input shall include a switch selectable 75 ohm or high impedance termination to allow camera video to be routed to other devices, as well as input to the VDP for vehicle detection.

The front face of VDP shall contain indication, such as LED displays, to enable the user to view real time detections for up to 8 detector output channels at a time.

Camera. The video cameras used for traffic detection shall be furnished by the VDP supplier and shall be qualified by the supplier to ensure proper system operation.

The cameras shall produce a useable video image of the bodies of vehicles under all roadway lighting conditions, regardless of time of day.

The camera shall use a CCD sensing element and shall output monochrome video with resolution of not less than 380 lines vertical and 380 lines horizontal.

The camera shall include an electronic control lens.

The camera shall be housed in an environmentally sealed enclosure. The enclosure shall be equipped with a sun shield that prevents sunlight from directly entering the lens. The sunshield shall include a provision for water diversion to prevent water from flowing in the cameras field of view.

The camera enclosure shall include a thermostatically controlled heater to assure proper operation of the lens iris at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure.

The camera enclosure shall be equipped with separate, water-tight connections for power and video cables at the rear of the enclosure to allow diagnostic testing and viewing of video at the camera while the camera is installed on a mast arm or pole. Video and power shall not be connected within the same connector.

The video signal output by the camera shall be black and white in RS-170 format.

The video signal shall be fully isolated from the camera enclosure and power cabling.

FAU 6998 (Winter Ave) Section 99-00209-01-PV Vermilion County (City of Danville)

Installation and Training: The supplier of the video detector unit shall supervise the installation and testing of the video equipment. A factory certified representative from the supplier shall be on-site for a minimum of one day.

Adequate training shall be provided to maintenance and engineering personnel in the operation, setup, and maintenance of the video detection system.

Basis of Payment. This work will be paid for at the contract unit price EACH for VIDEO VEHICLE DETECTION SYSTEM which price shall be payment in full for furnishing, installing, and placing into operation the equipment specified to the satisfaction of the Engineer.

VIDEO MONITOR

The contractor shall supply to the City of Danville a video monitor, 1 each, to interface with the ACU for drawing the detection zones.

This compliance shall be considered as included in the contract unit cost EACH for VIDEO VEHICLE DETECTION SYSTEM and no additional compensation will be allowed.

COAXIAL CABLE

This work shall consist of furnishing and installing coaxial cable in accordance with the applicable portions of Section 873 of the Standard Specifications for the Road and Bridge Construction and as specified herein.

The coaxial cable to use between the camera and the cabinet shall be Belden 8281 cable or the preapproved equivalent.

The coaxial cable, BNC connector, and crimping tool shall be approved by the supplier of the video detection system and the manufacturer's instructions must be followed to ensure proper connection.

The power cabling shall be No. 16 stranded copper three conductor cable

The video detection system shall be installed as recommended by the supplier and as documented in installation materials provided by the supplier.

This work will be paid for at the contract unit price per FOOT for COAXIAL CABLE IN CONDUIT and VIDEO ELECTRIC CABLE IN CONDUIT, NO. 16 3/C which price shall be payment in full for furnishing the material, installing connectors, making connections and installing the cable complete.

TRAFFIC SIGNAL POST

This work shall be in accordance with Section 875 of the Standard Specifications except that in addition to a fabric post tightener, a pipe wrench shall also be an acceptable method of screwing the post to the base.

The Contractor shall protect the finish of the post by placing wood blocks in the jaws of the pipe wrench or by other means acceptable to the Engineer.

Post shall be field tightened to the base.

STATUS OF UTILITIES

Name & Address of Utility	<u>Type</u>	Location	Adjustment or Relocation
• City of Danville Engineering Division of the Public Works Department 17 West Main Street Danville, IL 61832 Phone: 217.431.2383 Fax: 217.431.2237	UG Elec UG Elec UG Elec UG Elec	108+30 to 109+49 RT 108+81 to 110+38 RT 109+95 to 112+11 RT 112+13 to 112+69 RT	Not Required Not Required Not Required Not Required
• City of Danville Sewer Department 17 West Main Street Danville, IL 61832 Phone: 217.431.2380 Fax: 217.431.2237	SS Inlet SS MH SS Inlet 12" SS 12" SS SS Inlet 24" SS SS Inlet 24" SAS SAS MH 24" SAS	98+88, 14' LT 98+86, 1' LT 98+86, 1' LT 98+86 to 98+88 LT 98+86 LT to 98+88 RT 98+86 LT to 99+24 RT 99+24, 24' RT 99+24 to 99+75 RT 99+75, 24' RT 98+86 LT to 101+70 RT 101+70 to 101+72 RT 101+70 RT to 101+76 LT 101+76, 22' LT 101+80 RT to 102+10 LT 102+10, 38' LT 102+10 to 102+87 LT 102+87, 40' LT 102+87, 40' LT 103+60, 38' LT 103+60, 38' LT 103+60, 38' LT 105+29, 33' LT 105+29 LT to 105+43 RT 105+29 to 105+65 LT	Not Required
Aqua Illinois Water Company 1300 West Fairchild Street Danville, IL 61832 Phone: 217.442.3063 Fax: 217.442.0178	Water Valve Water Meter 12" Water Fire Hydrant Water Meter Water Meter Water Meter 4" Water Water Meter Water Valve Uater Valve 12" Water	97+33, 10' LT 97+33, 17' RT 97+33 to 99+74 LT 97+38, 15' LT 98+35, 22' RT 98+93, 21' RT 99+66, 58' RT 99+69 RT to 99+72 LT 99+78, 30' RT 99+72, 2' LT 99+74, 5' LT 99+74 to 101+12 LT 101+12, 23' LT	Not Required Adjustment Not Required Adjustment

Name & Address of Utility	<u>Type</u>	<u>Location</u>	Adjustment or Relocation
Aqua Illinois Water Company (Con't)	12" Water 12" Water Water Meter Water Valve 12" Water Water Valve 12" Water Water Meter 12" Water Water Meter Tire Hydrant Water Valve 6" Water 12" Water 12" Water Water Meter Water Meter Mater Valve 6" Water 12" Water Mater Meter Water Meter	101+12 LT to 102+48 RT 103+50 LT to 104+02 RT 105+36 LT to 105+43 RT 105+36, 54' LT 105+36, 51' LT 105+76 to 107+47 RT 107+47 to 114+50 RT 109+75, 26' RT 141+50 to 148+34 RT 142+91, 22' LT 147+47, 54' RT 148+34, 11' RT 148+36, 31' RT 148+37, 30' RT 148+58, 33' LT 54+00 to 61+59 LT 56+42, 24' LT 60+98, 33' RT 61+59, 29' LT 61+59 to 61+77 LT 54+00 to 61+76 RT 61+76 to 63+37 RT 58+65, 38' RT 68+14, 34' RT 68+20, 44' RT	Adjustment Not Required Relocate Adjustment Adjustment Adjustment Relocate Relocate Relocate Relocate Adjustment Not Required Adjustment Not Required Adjustment Not Required Adjustment Not Required
AmerenIP 2460 North Jasper Street Decatur, IL 62526 Phone: 1.800.755.5000 Fax: 217.425.4151	2" Gas 2" Gas 8" Gas 8" Gas 8" Gas Regulator 8" Gas 8" Gas 8" Gas Gas Valve Gas Gas 4" Gas Gas Regulator Gas Regulator Gas Gas Valve Gas Gas Regulator Gas Gas Regulator Gas Gas Regulator	99+14 to 99+85 RT 99+66 to 99+67 RT 100+61 to 105+65 LT 107+87 to 111+26 LT 111+26, 30' LT 111+26 to 114+50 LT 142+46 to 142+67 LT 143+40 to 147+58 LT 147+54, 31' LT 148+30 to 151+19 LT 150+99 to 151+01 LT 54+00 to 63+54 LT 54+62, 40' LT 58+25, 37' LT 61+34 to 61+35 LT 62+25, 34' LT 62+45 to 63+67 RT 63+54, 45' LT 63+54 LT to 63+54 RT 63+54 to 71+36 LT 65+18, 42' LT	Not Required Not Required Adjusted Adjusted Not Required Adjusted Not Required Adjusted Adjusted Adjusted Adjusted Adjusted Adjusted Not Required Not Required Adjusted Adjusted Adjusted Adjusted Adjusted Adjusted Adjusted Not Required Adjusted Not Required Adjusted Not Required

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Name & Address of Utility	<u>Type</u>	Location	Adjustment or <u>Relocation</u>
A wa a warm IID	Power Pole	97+60, 15' LT	Not Required
AmerenIP	Power Pole	99+55, 14' LT	Not Required
1112 West Anthony Drive PO Box 17070	Power Pole	101+43, 17' LT	Adjusted
	Guy Wire	101+52, 18' LT	Adjusted
Urbana, IL 61803-7070 Phone: 1.800.755.5000	Guy Wire	101+67, 27' RT	Not Required
Fax; 217.424.7007	Power Pole	101+92, 43' RT	Not Required
Fax. 217.424.7007	Power Pole	102+10, 11' LT	Adjusted
	Power Pole	103+09, 8' LT	Adjusted
	Power Pole	103+96, 95' LT	Not Required
	Guy Wire	103+99, 101' LT	Not Required
	Power Pole	105+78, 22' RT	Adjusted
	Power Pole	107+81, 21' RT	Adjusted
	Power Pole	107+82, 21' RT	Adjusted
	Guy Wire	107+82, 34' RT	Adjusted
	Power Pole	109+49, 20' RT	Adjusted
	Power Pole	111+20, 25' LT	Adjusted
	Guy Wires	111+48, 41' RT	Not Ŕequired
	Power Pole	111+62, 22' RT	Adjusted
	Power Pole	111+62, 41' RT	Not Required
	Guy Wires	111+77, 22' RT	Adjusted
	Power Pole	112+11, 22' RT	Adjusted
	Power Pole	114+25, 41' RT	Adjusted
	Guy Wire	114+25, 47' RT	Not Required
	Guy Wire	141+66, 22' RT	Adjusted
	Guy Wire	141+75, 22' RT	Adjusted
	Power Pole	141+80, 47' RT	Adjusted
	Guy Wires	141+95, 47' RT	Adjusted
	Power Pole	142+09, 22' RT	Adjusted
	Guy Pole	142+12, 20' LT	Adjusted
	Power Pole	142+35, 24' LT	Adjusted
	UG Elec	142+76 to 144+50 RT	Adjusted
	UG Elec	142+80 to 146+63 RT	Adjusted
	Guy Wire	144+20, 23' RT	Adjusted
	Power Pole	144+49, 23' RT	Adjusted
	Power Pole	146+63, 22' RT	Adjusted
	Power Pole	147+53, 25' RT	Adjusted
	Power Pole	148+40, 22' RT	Adjusted
	Guy Wire	148+67, 22' RT	Adjusted
	Guy Wire	148+75, 22' RT	Adjusted
	Power Pole	149+62, 22' RT	Adjusted
	Guy Wire	149+94, 22' RT	Adjusted
	Power Pole	150+87, 25' LT	Adjusted
	Power Pole	151+02, 18' RT	Adjusted
	Guy Wire	151+02, 33' RT	Adjusted
	Guy Wire	151+34, 20' RT	Adjusted
	Power Pole	154+55, 19' RT	Adjusted
	Power Pole	54+18, 28' RT	Not Required
	Guy Wire	55+21, 35' RT	Not Required
	Power Pole	55+47, 36' LT	Not Required
	Power Pole	55+47, 37' RT	Not Required
	Power Pole	57+44, 36' RT	Not Required
	Power Pole	58+60, 38' LT	Not Required

Name & Address of Utility	<u>Type</u>	<u>Location</u>	Adjustment or <u>Relocation</u>
AmerenlP (Con't)	Power Pole	59+18, 39' LT	Not Required
Tanoromi (Oonly)	Power Pole	59+18, 40' RT	Not Required
	Power Pole	59+79, 39' RT	Not Required
	Power Pole	64+32, 39' RT	Adjusted
	Power Pole	65+51, 36' RT	Adjusted
	Power Pole	65+54, 33' LT	Adjusted
	Power Pole	67+29, 36' RT	Adjusted
	Guy Wire	67+37, 36' RT	Adjusted
	Power Pole	68+89, 38' RT	Adjusted
	Guy Wire	69+23, 27' LT	Adjusted
	Power Pole	69+26, 33' LT	Adjusted
	Guy Wire	69+29, 26' LT	Adjusted
	Power Pole	70+46, 39' RT	Not Required
	Power Pole	71+20, 38' LT	Not Required
	Power Pole	72+17, 39' RT	Not Required
	Power Pole	72+20, 40' LT	Not Required
	Power Pole	73+14, 40' LT	Not Required
	Power Pole	73+73, 40' RT	Not Required
 Insight Communications 806½ East Main Street Danville, IL 61832 Phone: 217.443.2941 Fax: 217.443.3907 	UG CTV	65+51 to 65+50 RT	Not Required
• AT&T	UG Telephone	114+04 RT to 114+07 LT	Adjusted
816 East Voorhees Street	Tel Pedestal	114+07, 17' LT	Adjusted
Danville, IL 61832	UG Telephone	114+07 to 114+50 LT	Adjusted
Phone: 217.443.7830	UG Telephone	141+50 to 142+47 LT	Adjusted
Fax: 217.443.7883	Tel Pedestal	142+47, 21' LT	Adjusted
	UG Telephone	142+47 to 146+84 LT	Adjusted
	Tel Pedestal	146+84, 22' LT	Adjusted
	UG Telephone	146+84 to 148+33 LT	Adjusted
	UG Telephone	148+32 to 150+78 LT	Adjusted
	Tel Pedestal	150+78, 23' LT	Adjusted
	UG Telephone	150+78 to 153+31 LT	Adjusted
	UG Telephone	54+00 to 55+10 RT	Not Required
	Tel Pedestal	55+10, 36' RT	Not Required
	UG Telephone	55+10 to 55+62 RT	Not Required Not Required
	Tel Pedestal	55+62, 36' RT 55+62 to 58+42 RT	Not Required
	UG Telephone Tel Pedestal	58+42, 38' RT	Not Required
	UG Telephone	58+42 to 61+38 RT	Adjusted
	Tel Pedestal	61+38, 40' RT	Adjusted
	UG Telephone	61+38 to 65+58 RT	Adjusted
•	Tel Pedestal	65+58, 38' RT	Adjusted
	UG Telephone	65+58 to 68+32 RT	Adjusted
	Tel Pedestal	68+32, 32' RT	Adjusted
	UG Telephone	68+32 to 72+12 RT	Adjusted
	Tel Pedestal	72+12, 39' RT	Not Required

FAU 6998 (Winter Ave) Section 99-00209-01-PV Vermilion County (City of Danville)

Adjustment or •

Name & Address of Utility

<u>Type</u>

Location

Relocation

McLeod USA
 102 East Shafer Street
 Forsyth, IL 62535
 Phone: 217.876.7194

Telephone

None

Toll Free J.U.L.I.E. Telephone Number (800) 892-0123
• =J.U.L.I.E. Member

COMMITMENTS

None

MEMBRANE WATERPROOFING (SPECIAL)

Revise the first sentence of Article 580.04 of the Standard Specifications to read:

"Butyl rubber membranes shall be applied as specified.

Delete Article 580.05 (a) of the Standard Specifications.

Revise the first sentence of the third paragraph of Article 580.05 (b) of the Standard Specifications to read:

"Splices shall be of tongue-and-groove type (reference AREMA Chapter 8, Part 29, Figure No. 8-29-3)."

Revise the third paragraph of Article 580.05 of the Standard Specifications to read:

"The method of protection shall be a layer or layers of asphaltic panels not less than 25 mm (1 inch) in total thickness."

Delete the fourth and fifth paragraph of Article 580.05 of the Standard Specifications.

Revise the second sentence of the sixth paragraph of Article 580.05 of the Standard Specifications to read:

"To obtain the thickness of 25 mm (1 inch) required, the recommended application is in two layers with the joints staggered."

Delete the last (seventh) paragraph of Article 580.05 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per square foot for MEMBRANE WATERPROOFING (SPECIAL).

TEMPORARY BALLAST RETAINER

<u>Description</u>. This work shall consist of furnishing, installing and removing a temporary ballast retainer, including deck plate support bracing, as shown on the plans and as specified herein. The Contactor shall submit working drawings and calculations prepared and sealed by an Illinois Licensed Structural Engineer to the Engineer for the deck plate support bracing.

If an alternative temporary ballast retention method is used, the Contactor shall submit working drawings and calculations prepared and sealed by an Illinois Licensed Structural Engineer to the Engineer for the temporary ballast retainer. The drawings shall provide full details, dimensions, and types of materials proposed for use. The ballast retainer shall be designed in accordance with AREMA Chapter 8 Parts 20 and 28.

Materials. Materials shall meet the requirements as set forth below:

Steel shapes and plates shall be according to AASHTO M 270 Grade 36. High strength bolts and nuts shall be according to AASHTO M 164. Pipe sleeves shall be according to Section 1006.18 of the Standard Specifications.

<u>Construction Requirements.</u> All work shall be in accordance with the applicable requirements of Section 505 of the Standard Specifications. The temporary ballast retainer shall be installed after the Stage 1 steel bridge deck is in place. The nuts for the 1 ¼" diameter bolts shall be protected prior to placement of the hot-mix asphalt surface course on the bridge deck. The temporary ballast retainer shall be removed after ballast is placed on the Stage 2 bridge deck.

Method of Measurement. The temporary ballast retainer shall be measured for payment in feet, in place.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per foot for TEMPORARY BALLAST RETAINER (INSTALLED AND REMOVED).

BRIDGE DRAINAGE SYSTEM

<u>Description</u>. This work shall consist of furnishing and installing bridge deck drains and down spouts as shown on the plans. This item shall also include connecting the downspouts to the pipe underdrains.

Materials. Materials shall meet the requirements as set forth below:

Down spouts shall consist of 8" 16 gage corrugated metal pipe, galvanized and bituminous coated pipe.

The deck drains shall be 8" diameter half round perforated 12 gage steel, galvanized and bituminous coated. The bottom pans shall be 12 gage steel, galvanized and bituminous coated.

Construction Requirements. The deck drains shall be installed according to the manufacturer's instructions.

Basis of Payment. This work will be paid for at the contract lump sum price for BRIDGE DRAINAGE SYSTEM.

BALLAST

<u>Description</u>. This work shall consist of loading, hauling and placing 4" of ballast on the bridge deck and 8" of ballast on the sub-ballast at the ends of the bridge.

Work by Railroad. CSX Transportation will furnish the ballast. Contact Mr. Gail Free, CSX Roadmaster, phone 217-442-0126, for ballast delivery location and arrangements to pick up ballast.

Method of Measurement. Measurement for ballast shall be by measuring the length and average end area of ballast placed. Material furnished in excess of that required for the execution of the contract will not be measured for payment.

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

SUB-BALLAST

<u>Description:</u> This work shall consist of furnishing and placing crushed stone or crushed gravel as shown on CSXT Standard Drawing 2602 unless otherwise indicated on Project Drawings.

Materials:

A. Sub-ballast shall be composed of crusher run granite or limestone in conformance with the following gradation requirements:

Screen Size	Percent Passing Graded Aggregate	Weight passing Crusher Run
1 1/2"	100%	<u>100%</u>
3/4"	<u>60%-100%</u>	
No. 10	<u>30%-55%</u>	<u>15%-45%</u>
No. 60	<u>8%-35%</u>	
No. 200	<u>5%-20%</u>	<u>5%-12%</u>

- B. CONTRACTOR may substitute the governing DOT material for subbase with similar gradation qualities. Material shall be in conformance with DOT specifications in effect at the time of the project bid.
- C. Sub-ballast materials shall be submitted to ENGINEER for approval prior to placing and transporting.

Construction Requirements

- A. All rutting or displacement of the subgrade shall be smoothed and re-compacted by CONTRACTOR before the placement of any sub-ballast. If the sub-ballast is subject to construction equipment traffic causing displacement or excess compaction, CONTRACTOR shall, at no extra cost to OWNER, bring the sub-ballast back to the designated density and grade.
- B. CONTRACTOR shall not place subballast on a wet, snow covered or icy roadbed.
- C. Sub-ballast shall be placed in loose lifts of 3 inches and compacted to not less than 95% of its dry weight density as determined by the Modified Proctor Density Test ASTM D 1557. If additional moisture is required to obtain adequate density, then CONTRACTOR shall use water along with approved mixing, shaping and compaction equipment.
- D. The sub-ballast finished grade shall be to a tolerance of 0.10 feet above or below design subgrade elevation.

Method Of Measurement: Measurement will be the number of cubic yards of sub-ballast, compacted in place as determined by mathematical methods from cross-sections taken before and after the placement of the sub-ballast at the project site.

Basis Of Payment: This work will be paid for at the contract unit price per cubic yard for SUB-BALLAST.

RAILROAD FLAGGERS

The Contractor shall pay the costs of providing flaggers as specified in Article 107.12 of the Standard Specifications with the exception of flaggers required for transporting material and equipment across the tracks. The Contactor will be reimbursed for eligible flagging costs in accordance with Article 109.05 of the Standard Specifications. Requests for flaggers should be made through:

Mr. Dave Fette CSX Transportation, Inc. 1717 Dixie Highway, Suite 400 Fort Wright, KY 41011-2785 Telephone: (859) 344-8137

EASEMENTS AND RIGHTS OF ENTRY

The Railroad shall prepare and provide any temporary easements and rights of entry necessary to construct the project commencing on March 3, 2008, at no cost to the City or its contractors or subcontractors.

STEEL STRUCTURES

After the first sentence of the first paragraph of Article 505.03 of the Standard Specifications, add the sentence:

"Also submit two (2) copies of the shop drawings for Railroad review".

Shop drawings for railroad review shall be submitted to:

HDR 200 W. Forsyth Street, Suite 810 Jacksonville, FL 32202 Attention: Mr. David R. Krafft

Revise the first sentence of the second paragraph of Article 505.04(q) of the Standard Specifications, to read:

"Shop and field welding shall be performed using Welding Procedure Specifications approved by the Engineer with shielded metal arc welding (SMAW) or submerged arc welding (SAW) consumables permitted by the BWC, no other process will be allowed."

METALS

After the first sentence of Article 1006.08 of the Standard Specifications, add:

"All high strength bolts shall be Type 3, Ungalvanized."

CSX TRANSPORTATION - CRITERIA AND STANDARDS

FORCE ACCOUNT WORK

The Contractor will not be directly involved with CSX during construction of the project other than:

- A. Scheduling and requesting flagging services.
- B. CSX accepting all work after the new bridge has been constructed

CSX Transportation will be responsible for the following:

- A. Place track panels.
- B. Furnish and place the balance of ballast on the bridge and at the ends of the bridge.
- C. Line and surface track.

The contractor will be invoiced by CSX Transportation for this work and will be paid in accordance with Article 109.05 of the Standard Specifications.

2. CSX STANDARDS

Ballast and roadbed for this project shall conform to the requirements of the following CSX Transportation, Inc. Standards:

- A. CSX Standard Drawing No. 2601, Roadbed Sections dated January 27, 1997.
- B. CSX Standard Drawing No. 2602, Ballast Sections dated January 27, 1997.

In the event there are any discrepancies between IDOT Standard Specifications and the above, the CSX Standard shall govern.

3. CONSTRUCTION PROCEDURES

A. General:

Construction work on Railroad property shall be:

1. Subject to the inspection and approval of the Railroad. Methods and procedures for performing work on property of CSX Transportation, Inc. must be approved by:

Hal Gibson
Principal Engineer Public Improvements
Engineering Department
CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202

Telephone: (904) 359-1048

- 2. In accord with the Railroad's written outline of specific conditions.
- 3. In accord with these Special Provisions and the IDOT Standard Specifications.
- 4. The Contractor shall notify the Railroad of a tentative date when reconstruction of the Winter Avenue underpass will begin no later than four (4) weeks prior to the need for Railroad forces to disconnect and connect track; the final date for the work should be established no later than two (2) weeks prior to the Railroad beginning work; the Railroad should complete the work within one (1) week from the established date.
- 5. The railroad bridge shall be available for normal traffic by December 31, 2008, except to the extent that such delay is caused in whole or part by an Act of God, war, labor disputes, government order, derailment, environmental issues or other event beyond the reasonable control of the Contractor.

B. Blasting:

The use of explosives on or adjacent to Railroad property is prohibited unless written advance approval is received from CSX. If permission for use of explosives is granted, the Contractor shall comply with all CSX requirements stipulated.

4. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary and permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the City and the Railroad or will be covered appropriate revisions to same which will be initiated and approved by the City and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

5. COOPERATION AND DELAYS:

A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall

ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.

B. No charge or claims of the Contractor against either the City or the Railroad Company will be allowed for hindrance or delay on account of railway traffic; any work done by the Railway Company or other delay incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these Special Provisions.

6. EMERGENCY ACTION PLAN:

The Contractor shall develop an emergency action plan indicating the location of the site, contact numbers, access to the site, instructions for emergency response and location of the nearest hospitals. This plan should cover all items required in the event of an emergency at the site. Coordinate the Emergency Action Plan with the safety related discussion of the Means and Methods submission discussed above. The plan should also include a method to provide this information to each project worker for each day on site.

7. AS-BUILTS:

The Contractor shall maintain a set of "As Built" plans and within 6 months of project completion, the Contractor shall submit a complete set of "As Built" plans to CSXT Bridge Maintenance and Design Group. CSXT will keep these plans on file in Jacksonville for future reference. Please address these plans to:

Mr. R. P. Garro, Jr. Assistant Chief Engineer Structures CSX Transportation 500 Water Street, J350 Jacksonville, FL 32202

BALLAST

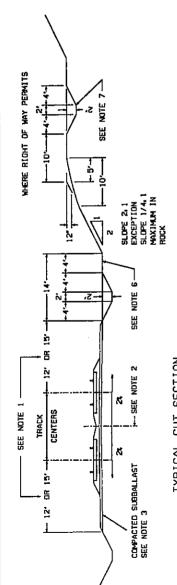
<u>Description</u>. This work shall consist of loading, hauling and placing 4" of ballast on the bridge deck and 8" of ballast on the sub-ballast at the ends of the bridge.

Work by Railroad. CSX Transportation will furnish the ballast. Contact Mr. Gail Free, CSX Roadmaster, phone 217-442-0126, for ballast delivery location and arrangements to pick up ballast.

Method of Measurement. Measurement for ballast shall be by measuring the length and average end area of ballast placed. Material furnished in excess of that required for the execution of the contract will not be measured for payment.

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

The Contractor will be invoiced by CSX Transportation for the cost of the ballast material and paid in accordance with Article 109.05 of the Standard Specifications.



A. SINGLE MAIN TRACKS, SIDINGS, AND HEAVY TONNAGE TRACKS.
15.0° FROM CENTÉRLINE OF TRACK, 30°0° TOTAL
B. SINGLE YARD, INDUSTRY, AND OTHER TRACK,
12°0° FROM CENTÉRLINE OF TRACK,
24°0° TOTAL

1. ROADBED WIDTHS AT TOP OF SUBGRADE,

NOTES,

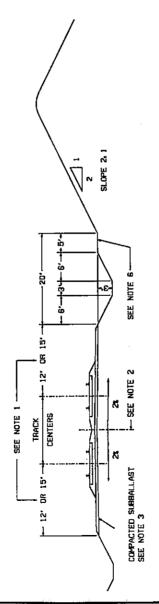
C. MULTIPLE PARALLEL TRACKS.
12-0' OR 15-0" FROM CENTERLINE OF TRACK DEPENDING
ON THE TYPE OF TRACKS PLUS DISTANCE BETWEEN TRACK
CENTERLINES.

LOCATION OF GRADE POINT.

N

A. SINGLE MAIN OR OTHER TRACK IS THE CENTERLINE OF TRACK, B. DOUBLE WAIN TRACKS IS THE CENTERLINE BETWEEN TRACKS, C. GRACE POINT FOR MAIN TRACK AND SIDING IS CENTERLINE OF MAIN TRACK.

TYPICAL CUT SECTION



INSTRUCTIONS FOR THE USE AND INSTALLATION OF GEDTEXTILES AND GEOGRIDS ARE INCLUDED IN $\textit{MA}\!\:\textsc{1}$ 1003.

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7, CMIT BERM DITCH WHEN NATURAL GROUND SLOPES AWRY FROM THE EXCAVATION.

B, CMIT BENCH WHERE EXCAVATION IS 5 FEET OR LESS.

THE STANDARD SLOPE ON FILL SECTIONS WAY BE INCREASED TO A MAXIXAM OF 1 1/2 1 AT LOCATIONS WERE THE BEARING CAPACITY OF THE NATURAL BED HAS BEEN VERIFIED BY FIELD TESTS AND THE STABILLITY OF THE FILL WATERIAL VERIFIED BY

A. SUBBALLAST ON MAIN TRACKS, SIDINGS AND HEAVY TONNAGE TRACKS IS 6" OVER THE 30" ROADBED WIDTH.

B. SUBBALLAST ON YARD, INDUSTRIAL AND DIHER TRACKS IS 4" OVER THE 24" ROADBED WIDTH.

DEPTH OF SUBBALLAST.

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TYPICAL WET CUT SECTION

CSX TRANSPORTATION

-12' UR 15' -

CENTERS

OR 15

5

TRACK

SEE NOTE 1

ROADBED SECTIONS

STANDARDS AND TESTING Stgned REVIEWED

SLOPE 2, 1 SEE NOTE 4

COMPACTED SUBBALLAST SEE NOTE 3

SLOPE 2, 1 SEE NOTE 4

- SEE NOTE 2

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TYPICAL FILL SECTION

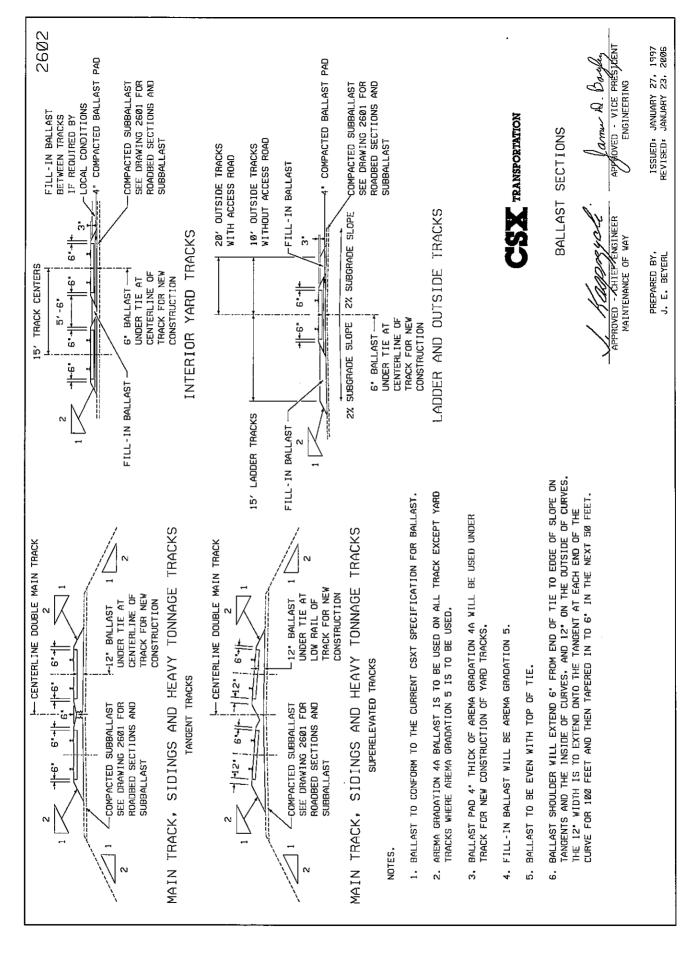
1997 ISSUED, JANUARY 27,

ASSISTANT VICE PRESIDENT, EDUIPMENT AND TRACK SYSTEMS ENGINEERING APPROVED

Signed

REVISED, INITIAL ISSUE

42





Storm Water Pollution Prevention Plan

Route F.A	A.U. Route 6998	Marked	Winter Avenue
Section 9	99-00209-01-PV	Project No	. HPP-2309(002)
County \	Vermilion		
	as been prepared to comply with the provisions of tall Protection Agency for storm water discharges from		
accordance submitted. I gathering the	ler penalty of law that this document and all attact with a system designed to assure that qualified Based on my inquiry of the person or persons who e information, the information submitted is, to the betat there are significant penalties for submitting false violations.	personnel promanage the s st of my know	operly gathered and evaluated the information ystem, or those persons directly responsible for ledge and belief, true, accurate and complete. I
,	2 Dans dolule		73.2.40
	Stgnature	-	Date Date
	City Engineer City of Donyille		
	City Engineer – City of Danville Title		
1. Site D	escription The following is a description of the construction ac	tivity which is	the subject of this plan (use additional pages, as
	necessary): The proposed improvement begins approximately 6 St. and extends approximately 5,625 feet in an east east of the intersection of Winter Ave. and Bowmar previously constructed as Section 99-00209-00-PV 99-00209-02-PV. The Winter Avenue reconstruction appurtenances. It also includes excavation and graconstruction, paving and other miscellaneous work intersection shared-use path and a railroad structure.	terly direction a Ave. in the C and Stoney C n includes the ding, ditch con items to com	along Winter Ave. to approximately 842 feet ity of Danville except the portion of Winter Ave. creek Bridge previously constructed as Section removal of pavement, culverts and astruction, culvert construction, storm sewer plete a two lane curbed pavement, signalized
b.	The following is a description of the intended seque portions of the construction site, such as grubbing, Clearing of trees and brush will be required prior to proposed ditches, culverts and embankments. Place temporary erosion control items including erosion cerosion control measures. Placement of permanent erosion control blanket and seeding, etc. Final road.	excavation ar earthwork. Ex ement, maint ontrol fence, of t erosion conti	d grading (use additional pages, as necessary): cavation will be required to construct the enance, removal and proper clean-up of ditch checks, seeding and other miscellaneous of items, including aggregate ditch and linings,
c.	The total area of the construction site is estimated t	o be <u>10.0</u>	acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is 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):

The area between the existing and proposed right-of-way/temporary easement boundaries and limits of the project will be improved and managed for the purposes of controlling erosion within the area, reducing water flow by temporary diversion and minimizing siltation into the constructional zone, and establishing vegetative cover which will become permanent vegetation and act as an erosion barrier. Work at the beginning of construction will consist of the following:

- (a) Areas of existing vegetation (woods and grasslands) outside the proposed construction cutting, tree removal and other activities, which would be detrimental to their maintenance and development.
- (b) Dead, diseased, or unsuitable vegetation within the site shall be removed as directed by the Engineer, along with required tree removal.
- (c) As soon as reasonable access is available (such as trees cleared) to all locations where water drains away from the project, sediment basins, riprap ditch checks, temporary ditch checks, and/or perimeter erosion barrier shall be installed as called out in this plan and directed by the Engineer.

45

Description of Stabilization Practices (CON'T):

- (d) Bare and sparsely vegetated ground in highly erodable areas as determined by the Engineer shall be temporarily seeded at the beginning of construction where no construction activities are immediately expected as stated in the applicable portions of Section 280 of the Standard Specifications.
- (e) Immediately after tree removal is completed in certain areas, which are highly erodable areas as determined by the Engineer, the areas shall be temporarily seeded where no construction activities are Immediately expected as stated in the applicable portions of Section 280 of the Standard Specifications.
- (f) At locations where significant amount of water drains into the construction zone from outside areas (adjacent land owners), perimeter erosion barrier, temporary ditch checks, or riprap ditch checks will be utilized to locally divert water, reduce flow rates, and collect outside siltation inside the right-of-way line. Erosion control Items will not be allowed to be installed to cause flooding to upstream private property which could cause crop damages or other undesirable conditions.

Establishment of these temporary erosion control measures will have additional benefits to the project. Desirable gross seed will become established in these areas and will spread seeds onto the construction site until permanent seeding/mowing and overseeding can be complete.

A third benefit of these filter areas is that they will begin to provide a screen and buffer. They will help protect the construction site from winds and excess sun and mitigate construction noise and dust.

During roadway construction, areas outside the construction slope limits as outlined previous herein shall be protected from damaging effects of construction. The Contractor shall not use this area for staging (except as designated on the plans or directed by the Engineer), parking of vehicles or construction equipment, storage of materials, or other construction related activities.

- (a) Within the construction zone, critical areas, which have high flows of water as determined by the Engineer, shall remain undisturbed until full scale construction is underway to prevent unnecessary soil erosion.
- (b) Top soil and earth stockpiles shall be temporarily seeded if they are to remain unused for more than fourteen days.
- (c) As the Contractor constructs a portion of roadway in a fill section, he/she shall follow the following steps as directed by the Engineer:
 - Place temporary erosion control systems at locations where water leaves and enters the construction zone.
 - ii. Temporary seed highly erodable areas outside the construction slope limits.
 - iii. Construct roadside ditches and provide temporary erosion control systems.
 - iv. Continue building up the embankment to the proposed grade while at the same time place permanent erosion control such as riprap ditch and conduct final shaping to the slopes.
- (d) The Contractor shall immediately follow major earth moving operations with final grading equipment. After the major earth spread operation has moved to a new location, final grading shall be completed within fourteen days. If grading is not completed within fourteen days, all major earth moving operations will be stopped as directed by the Engineer, until disturbed areas are final graded and seeded.
- (e) Excavated areas and embankments shall be permanently seeded when final graded, if not, they shall be temporarily seeded as stated in Section 280 of the Standard Specifications.
- (f) Construction equipment shall be stored and fueled only at designated locations. All necessary measures shall be taken to control any fuel or pollution run-off in compliance with EPA water quality regulations, leaking equipment or supplies shall be immediately repaired or removed from the site.
- (g) The Resident Engineer shall inspect the project daily during activities and weekly or after large rains during the winter shutdown period. The project shall additionally be Inspected by the Construction Field Engineer on a biweekly basis to determine that erosion control efforts are in place and effective and if other control work is necessary.
- (h) Sediment collected during construction by the various temporary erosion control systems shall be disposed of on the site on a regular basis as directed by the Engineer. The cost of this maintenance will be paid for in accordance with Article 109.04 of the Standard Specifications.
- (i) The temporary erosion control systems shall be removed as directed by the Engineer after use is no longer needed or no longer functioning. The costs of this removal shall be included in the unit bid price for the temporary erosion control system. No additional compensation will be allowed.

(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):

Perimeter erosion barriers shall be utilized to control sheet flow off of exposed areas of the site as called out in the plan and directed by the Engineer. Diversion channels shall be utilized to control sheet flow on to exposed areas of the site as called out in the plan and directed by the Engineer. Slope drains shall be utilized to direct flows intercepted by diversion channels to constructed inlets as called out in the plan and directed by the Engineer. Temporary ditch checks shall be utilized to control ditch flow through the project as called out in the plan and directed by the Engineer. Inlet and pipe protection and inlet filters shall be utilized to control drainage into the closed drainage system and pipe culverts as called out in the plan and directed by the Engineer.

Temporary erosion control systems shall be left in place with proper maintenance until permanent erosion control is in place and working properly and all proposed turf areas seeded and established with a proper stand.

Once permanent erosion control systems as proposed in the plans are functional and established, temporary Items shall be removed, cleaned up, and disturbed turf reseeded.

b. Storm Water Management

Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

- (i) Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on site; and sequential systems (which combine several practices). The practices selected for implementation were determined on the basis of the technical guidance in Section 10-300 (Design Considerations) in Chapter 10 (Erosion and Sedimentation Control) of the Illinois Department of Transportation Drainage Manual. If practices other than those discussed in Section 10-300 are selected for implementation or if practices are applied to situations different from those covered in Section 10-300, the technical basis for such decisions will be explained below.
- (ii) Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

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

Riprap will be placed at outfalls to dissipate velocity of storm water. Permanent seeding will be placed at proposed turf areas.

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:

None Specified.

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):

Temporary erosion control systems shall be left in place with proper maintenance until permanent erosion control is in place and working properly and all proposed turf areas seeded and established. Final inspection will occur after all roadway and drainage construction is complete and the roadway signing is in place and the road is completely opened to traffic. Construction is complete after acceptance is received at the final inspection. Maintenance up to this date will be by the Contractor.

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).

No non-storm water discharges are anticipated.



swppp.doc

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.

roject li	nformation:				
Route	F.A.U. Route 6998		Marked	W	inter Avenue
ection	99-00209-01-PV		Project No	э.	HPP-2309(002)
County	Vermilion				
NPDĚS		es the storm water dischar			ollutant Discharge Elimination System with industrial activity from the construction
	Signature				Date
	Title				
	Name of Firm				
	Street Address				
City		State			
Zip Co	ode				
	Telephone Numbe				

Route:

Winter Avenue

Boring:

BB-1

Section:

Station:

Offset:

County: Structure No. Vermilion

CSX 1216

-4+25 103+67

10'-Right 23' RT

Page: Date of Boring: 1 of 2 9-16-02

Drilled By:

Roger Burton

Checked By:

Daniel E. Tappendorf, P.E.

MES Project No:

1-23038

Owned Mater Elevations	D	В			T	D	В		
Ground Water Elevation:	E	L		<i>i</i> '		E	֡֟֟֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓	i	
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at completion: 610.0 FT.	+]	i	1	;	w		
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Dark brown SAND with gravel		6	1	40	‡	-	i j	1	
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Gray fine to medium clayey SAND (SP-SC)	25 	4 5 6		18	continued next page	· —	-		

N - Standard Penetration Test (SPT) = Sum of last two blow values in sample

MC- Moisture Content - Percent of dry weight

Qu- Unconfined Compressive Strength- tons per square foot (tsf)

Type Failure

Qu test

B-Bulge S-Shear

Route: Section: Winter Avenue

County: Structure No. Vermilion CSX 1216

Station:

4125 103+67

Offset:

.49' Right 23' RT

Boring:

BB-1 2 of 2

Page:

Date of Boring: Drilled By:

1-06-03 Roger Burton

Checked By:

Daniel E. Tappendorf, P.E.

MES Project No:

1-23038

Ground Water Elevation:	D	В				D	В		
when drilling: 607.0 FT.	E	L.				E	L		1
at completion: 610.0 FT.	P	0			•	P	O.		
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•	Н	S	Qu	MC		H	S		l
Ground Surface Elevation: 617.0 FT.	(ft.)	(6")	(tsf)	(%)		(ft.)	(6")	(tsf)	(%
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and small gravel (CL), Till						_			
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N - Standard Penetration Test (SPT) = Sum of last two blow values in sample

MC- Moisture Content - Percent of dry weight

Qu- Unconfined Compressive Strength- tons per square foot (tsf)

Type Failure

Qu test

B-Bulge S-Shear

Route: Section: Winter Avenue

County: Structure No. Vermilion

Station: Offset:

4160-105+16 40'Left 9' LT

CSX 1216

Boring:

BB-2 1 of 2

Page:

Date of Boring:

9-13-02

Drilled By: Checked By: Roger Burton Daniel E. Tappendorf, P.E.

MES Project No:

1-23038

Ground Water Elevation:	D	В				D E	B L		
when drilling: 602.0 FT.	E	L				P	0		
at completion: 606.0 FT.	Т	w				Т	w	Q,	МС
	H :	\$	Q_{u}	MC		H	s (6")		l .
Ground Surface Elevation: 616.0 FT. 10" Dark brown silty CLAY with	(ft.)	(6")	(tsf)	(%)		(ft.)	(0)	(tsf)	(%)
sand and small grave! (OL), Fill	_			6		_			1
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Dark brown fine clayey SAND	-	4 3		22		30	4		
with brick fragments (SP-SC) Fill		Ť				_	6	3.8P	9
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	_	3		12		_			
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EL, 609.0 FT									
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Dark brown sandy CLAY (CL), Fili	_	2		19		აე	7	 	
EL 606,5 FT							7	5.4B	9
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Dark brown silty CLAY (CL), Fill	-	1 1	1.5P	25					
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EL 604.0 FT	•	ł			Gray silty CLAY with sand and small gravel (CL), Till	-			
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	_	8	7.8B	10		40	4	 	├
					With fine sand seams 35 to 45 ft.		3	3.0P	10
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	_	5 5	4.8B	11					
Gray silty CLAY with sand	_	6				_			
and small gravel (CL), Till						_	4	1	
	_	7						1	1
No Recovery @ 17.5- 19 ft.	_	6 9				45	5	<u> </u>	1
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-	25				down to 81.5 ft. depth on 1-6-03		9	 	
	_	5 7	4.6B	9	continued next page	-	-[
	_	6		~	Positiliana Hove hada		<u> </u>		

Qu test

S-Shear

P-Penetrometer

Qu- Unconfined Compressive Strength- tons per square foot (tsf)

MC- Moisture Content - Percent of dry weight

Route: Section: Winter Avenue

County: Structure No. Vermillion

Station: Offset:

CSX 1216 4+60- 105+16 10'Left 9' LT

Boring:

BB-2 2 of 2

Page:

Date of Boring:

1-06-03

Drilled By:

Roger Burton

Checked By:

Daniel E. Tappendorf, P.E.

1-23038 MES Project No:

Ground Water Elevation: when drilling: 602.0 FT.	D E	B				D E	B L		
at completion; 606.0 FT.	P	0				P	0		
	T H	W	Q_{u}	MC		T H	W S:	$\mathbf{Q}_{\mathbf{u}}$	MC
Ground Surface Elevation: 616.0 FT.	(ft.)	(6")	(tsf)	(%)		(ft.)	(6")	(tsf)	(%)
Gray silty CLAY with sand	_	3 4 6	1.2	11			:		
and small gravel (CL), Till EL. 563.0 FT.					Gray fine to medium SAND (SP) Wet	_			
EL, 303.0 F1.	_					80	3		
·	55 <u> </u>				EL, 534.5 FT.	_	7 10_	-	13
		6			END OF BORING AT 81.5 FEET		-10		
		7 9	-	12		_	,		
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Gray fine to medium SAND (SP) Wet	_					90			
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		4 7	-	15		-		<u> </u>	

N - Standard Penetration Test (SPT) = Sum of last two blow values in sample

MC-Moisture Content - Percent of dry weight

Qu- Unconfined Compressive Strength- tons per square foot (tsf)

Type Failure

Qu test

B-Bulge S-Shear

OOK DOKING FOR midwest engineering services, inc.

Route:

Winter Avenue

Section:

County:

Vermilion

Structure No. Station:

-11-100- /// + 03.//

Offset:

8' Right

Boring:

DCB-1 1 of 1

Page: Date of Boring:

9-16-02

Drilled By:

Roger Burton

Checked By:

Daniel E. Tappendorf, P.E.

1-23038 MES Project No:

Ground Water Elevation:	D	В								D	В		Γ
when drilling: DRY	E	L	1							E	L		
at completion: DRY	P	0		ł						P	0		ŀ
	T	W	Qu	MC						т	W	~	l
round Surface Elevation: 642.5 FT.	H	S	1	1						H	S	$\mathbf{Q}^{\mathbf{n}}$	N
1.5" Asphalt over 12"	(ft.)	(6")	(tsf)	(%)						(ft.)	(6")	(tsf)	Lc
Crushed Stone and Sand	-			12									
Crushed Stone and Sand Dark brown silty CLAY with fine sand (OL)				'~						-			l
fine sand (OL)	_									_			Į
EL. 640.0 FT	·								•				
Brown sandy CLAY (CL)		3 2	0.9B	23						_	- 1		l
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EL. 638.0 FT	. —									· -	J	1	
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Brown silty CLAY with sand		4		<u>-</u>									ı
and small gravel (CL), Till		5	3.7B	17							.]	.	ı
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N - Standard Penetration Test (SPT) = Sum of last two blow values in sample

MC- Moisture Content - Percent of dry weight

Qu- Unconfined Compressive Strength- tons per square foot (tsf)

Type Failure Qu test

B-Bulge S-Shear

SOIL BORING LOG midwest engineering services, inc.

Route:

Winter Avenue

Section:

County: Structure No. Vermilion

Station:

-2+00- 102+00

Offset:

5' Right

Boring:

Page:

PDB-1

1 of 1 9-16-02

Date of Boring: Drilled By:

Roger Burton

Checked By:

Daniel E. Tappendorf, P.E.

MES Project No:

1-23038

Ground Water Elevation: when drilling: DRY at completion: DRY Ground Surface Elevation: 618.5 FT.	D E P T H (ft.)	B L O W S (6")	Qu	МС		D E P T H	B L O W S	Qu	м
		(6)	(tsf)	(%)		(ft.)	(6")	(tsf)	(%
4* Brown fine SAND (SP)				7	-		İ		
4" Asphalt over 4" Crushed Stone 4" Brown fine SAND (SP) Dark brown clayey SILT mixed with sand and small gravel (OL), Fill EL. 616.0 FT.						_			
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Brown fine SAND (SP)	5					_			
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EL. 613.0 FT.		3 4		7		-]		
END OF BORING AT 6.5 FEET							ſ		
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N - Standard Penetration Test (SPT) = Sum of last two blow values in sample MC- Moisture Content - Percent of dry weight

Qu- Unconfined Compressive Strength-tons per square foot (tsf)

Type Failure Qu test

B-Bulge S-Shear

SOIL BORING LOG midwest engineering services, inc.

Route:

Winter Avenue

Section:

County: Structure No.

Vermilion

Station:

-23+00- 123 + 67.26

Offset:

5' Right

Boring:

Page: Date of Boring:

Drilled By:

Checked By:

9-16-02

Roger Burton

Daniel E. Tappendorf, P.E.

MES Project No:

1-23038

PDB-2

1 of 1

Ground Surface Elevation: 650.0 FT. (ft.) (6") (vs) (vs) (tr.) (6") (tes) (1.5" Asphalt over 6" Crushed Stone	Ground Water Elevation: when drilling: DRY at completion: DRY	D E P T H	B L O W S	Qu	MC	D B E L P O T W H S Q	Mic
Dark brown silty CLAY with sand and small gravel (OL)	1.5" Asphalt over 6" Crushed Stope	(1t.)	(6")	(tsf)	(%)	(ft.) (6") (tsf) (%
Second and gray mottled 1 1 1.6B 25 1 1.6B 25 1 1.6B 25 1 1.6B 1.	The state of the s				12		
1 0.3P 24		_	-			-	
1 0.3P 24	Dark brown silty CLAY with sand and small gravel (OL)	-	3			·	
EL. 645.5 FT. Brown and gray mottled Silty CLAY (CL) EL. 643.5 FT. 3 1.6B 25 END OF BORING AT 6.5 FEET	- • •	_	1	0.3P	24		
Brown and gray mottled silty CLAY (CL) 1 1.6B 25 EL 643.5 FT. 3 1.6B 25 END OF BORING AT 6.5 FEET	EL. 645.5 FT.					· <u>-</u>	.]
El. 643.5 FT. 3	Brown and gray mottled	°—	1			-	
END OF BORING AT 6.5 FEET	silty CLAY (CL) EL. 643.5 FT.			1.6B	25	7 1	
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N - Standard Penetration Test (SPT) = Sum of last two blow values in sample MC- Moisture Content - Percent of dry weight

Qu-Unconfined Compressive Strength-tons per square foot (tsf)

Type Failure Qu test

B-Bulge S-Shear

SOIL BORING LOG midwest éngineering services, inc.

Route:

Winter Avenue

Section: County:

Vermilion

Structure No. Station:

-38+00- 138 + 03.25

Offset:

5' Right

Boring:

Page: Date of Boring:

Drilled By:

Checked By:

MES Project No:

9-16-02 Roger Burton

Daniel E. Tappendorf, P.E.

1-23038

PDB-3

1 of 1

Offset: 5 Right					MES Project No:	1-23038				
Ground Water Elevation:	D	В	Τ	T	T T		D	В		,
when drilling: DRY	E	L		ĺ			E	L.		,
at completion: DRY	P	0					P	ō		
1	T H	W	Qu	МС			T	W		
Ground Surface Elevation: 689.5 FT.	(ft.)	(6")	(tsf)				H	S	Qu	MC
1.5" Asphalt over 6" Crushed Stone	7.67	10 /	(151)				(ft.)	(6")	(tsf)	(%)
Dark hrown eithy CLAV with and		1		12			_			•
Dark brown silty CLAY with sand and small gravel (OL) EL. 687.0 FT.	_	 	 	<u> </u>			_	:		
EL, 687.0 FT.			<u> </u>				-			
·	_	4	4.00	45		-	_			
	-	3 5	4.0P	15			—			
Brown silty CLAY with sand	_						-		•	
and small gravel (CL), Till	5	.4					_			
		4	3.9B	16			_			
EL. 683.0 FT.		_5_			•					
END OF BORING AT 6.5 FEET	-			!]						
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N - Standard Penetration Test (SPT) = Sum of last two blow values in sample

MC-Moisture Content - Percent of dry weight

Qu-Unconfined Compressive Strength-tons per square foot (tsf)

Type Failure Qu test

B-Bulge

S-Shear

SOIL BORING LOG midwest engineering services, inc.

Route:

Winter Avenue

Section:

County:

Structure No.

Vermilion

Station: Offset:

-50:45 149 + 90.79

5' Right

Boring: Page:

PDB-4 1 of 1

Date of Boring: Drilled By: Checked By:

9-16-02 Roger Burton

Daniel E. Tappendorf, P.E.

MES Project No:

1-23038

Ground Water Elevation: when drilling: DRY at completion: DRY	D E P	B L O W	Qu	MC		D E P T	B L O W		
Fround Surface Elevation: 696.5 FT.	(ft.)	8 (6")	(tsf)	(%)		H (ft.)	S (6")	Q _u (tsf)	M(
4" Asphalt over 6" Crushed Stone	_			10			\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	(0.7)	1 20
Dark brown fine silty SAND with small gravel (SP-SM), Fill EL. 694.0 FT.						- -			
Dark brown silty CLAY (OL)	_	2 3 4	1.6B	27		_			
El. 692.0 FT.	-5					_			
Brown silty CLAY (CL)		2	1.0	20		_			Ť
EL. 690.0 FT.		4 4	1.0	20		_			
END OF BORING AT 6.5 FEET					·				
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N - Standard Penetration Test (SPT) = Sum of last two blow values in sample

MC- Moisture Content - Percent of dry weight

Qu- Unconfined Compressive Strength- tons per square foot (tsf)

Type Failure

Qu test

B-Bulge S-Shear

POIL BOKING FOR midwest engineering services, inc.

Route:

Winter Avenue

Section:

County:

Vermilion

Structure No. Station: Offset:

147+35.33 -47+70-

15' Right

MC- Moisture Content - Percent of dry weight

Qu- Unconfined Compressive Strength- tons per square foot (tsf)

Boring:

Page:

Date of Boring:

Drilled By: Checked By:

MES Project No:

TSB-1 1 of 1

9-17-02 Roger Burton

Daniel E. Tappendorf, P.E.

1-23038

Qu test

P-Penetrometer

S-Shear

Ground Water Elevation: when drilling: DRY at completion: DRY	D E P	B L O				D B E L P O		
round Surface Elevation: 698.0 FT.	т н (ft.)	W S (6")	Qu	МС		T W	Qu	N
12" Asphalt	. (ru) 	(0)	(tsf)	<u> </u>		 (ft.) (6"	(tsf)	(
				24		-	-	
Black silty CLAY (OL), Fill EL. 695.5 FT.						-		
Dark brown clayey SILT (OL), Fill	-	3 3 4	2.4B	25				
EL 692.0 FT.	5_	3				_		
Brown silty CLAY with sand (CL) EL 691.0 FT.	- -	3	1.5P	24				
		_				_		
•		3 4 4	2.8B	18		_		
D	10					_		
Brown silty CLAY with sand and small gravel (CL), Till	-	2. 1 7	4.0B	14				
•		6 7 9	4.0B	17				·
EL 683.5 FT.	15				•		i	
Gray silty CLAY with sand and small gravel (CL), Till EL 681.5 FT.	- -	3 4 7	2.7B	18				
END OF BORING AT 16.5 FEET					•			ľ
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SOIL ROKING FOG midwest engineering services, inc.

Route:

Winter Avenue

Section:

County:

Structure No. Station:

-47+70- 147+ 69.79

Offset:

15' Left

Vermilion

Boring:

TSB-2 1 of 1

Page: Date of Boring:

Drilled By:

9-17-02 Roger Burton

Checked By:

Daniel E. Tappendorf, P.E.

MES Project No:

1-23038

	Oliser 10 reit					MES Projectivo:	1-20000				
	Ground Water Elevation: when drilling: DRY at completion: DRY	D E P T	B L O W	Qu	мс		A	D E P T H	B L O W S	Q_u	MC
	Ground Surface Elevation: 698.0 FT.	(ft.)		(tsf)	(%)			(ft.)	(6")	(tsf)	(%)
	12" Asphalt	_			5						
											r
	Dark brown silty CLAY with fine silty sand, Mixed Fill		1 2 3		9	,		. —			
	EL. 692.0 FT.	5_	1				•	_			
	Brown silty CLAY with sand (CL) EL. 691.0 FT.		2 4	1.0P	25			_			;
			2 4	3.9B	16	•					
İ	Brown silty CLAY with sand and small gravel (CL), Till	10_	_5					_		.	
		-	3 5 8	4.8B	16		•	_			
ŀ	EL. 686.0 FT.										
	Gray silty CLAY with sand and small gravel (CL), Till	-	4 5 7	2.8B	14						
	grater (day, tim	15				•			,	.	
L	EL. 681.5 FT.	_	4 5 6	4.5P	13		·	_			
	END OF BORING AT 16.5 FEET					•		_			
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N - Standard Penetration Test (SPT) = Sum of last two blow values in sample MC- Moisture Content - Percent of dry weight

Qu- Unconfined Compressive Strength- tons per square foot (tsf)

Type Failure Qu test

B-Bulge

S-Shear

SOIL BORING LOG midwest engineering services, inc.

Route:

Winter Avenue

Section:

County: Structure No. Vermilion

Station:

-48+60- 148 + 16.13

Offset:

10' Left

Boring:

Page:

Date of Boring:

Drilled By: Checked By: 9-17-02

Roger Burton

Daniel E. Tappendorf, P.E.

MES Project No:

1-23038

TSB-3

1 of 1

Ground Water Elevation: when drilling: 692.5 FT. at completion: 692.0 FT.	D E P T	B L O W	Q _u	МС		D E P T	B L O W	(
Ground Surface Elevation: 697.5 FT.	(ft.)	S (6")	(tsf)	MC (%)		(ft.)	S (6")	Q _u	(%)
12" Asphalt	-			8			ζ- /	(abij	1.70
Black silty CLAY with sand and small gravel (OL), Fill EL. 695.0 FT.	-				•	1 - 1			
Dark brown silty CLAY (OL), Fill	-	2 2 3	1.5B	29		.			
EL. 693.0 FT.	5								
Brown sandy CLAY (CL)	_	2 1 1		30		_			
EL. 690.5 FT.			Ī						
		3 4 5	2.9B	17		_			
Brown silty CLAY with sand and small gravel (CL), Till	10				. 1				
		5 6 9	5.2B	16		<u>-</u>			
EL. 585.5 FT.						_			
Gray silty CLAY with sand	_	20 8 11	3.7B	14		_ _		:	
and small gravel (CL), Till	15_					_			
EL 581.0 FT.		13 7 9	1.9B	14		-			
END OF BORING AT 16.5 FEET	-	<u> </u>				_			
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N - Standard Penetration Test (SPT) = Sum of last two blow values in sample MC- Moisture Content - Percent of dry weight

Qu- Unconfined Compressive Strength- tons per square foot (tsf)

Type Failure Qu test

B-Bulge S-Shear

SOIL BORING LOG midwest engineering services, inc.

Route:

Winter Avenue

Section:

County:

Structure No.

Station:

48-60- 148 + 52.65

Offset:

8' Right

Vermilion

Boring:

Page: Date of Boring:

Drilled By: Checked By:

TSB-4

1 of .1

9-17-02 Roger Burton

Daniel E. Tappendorf, P.E.

1-23038 MES Project No:

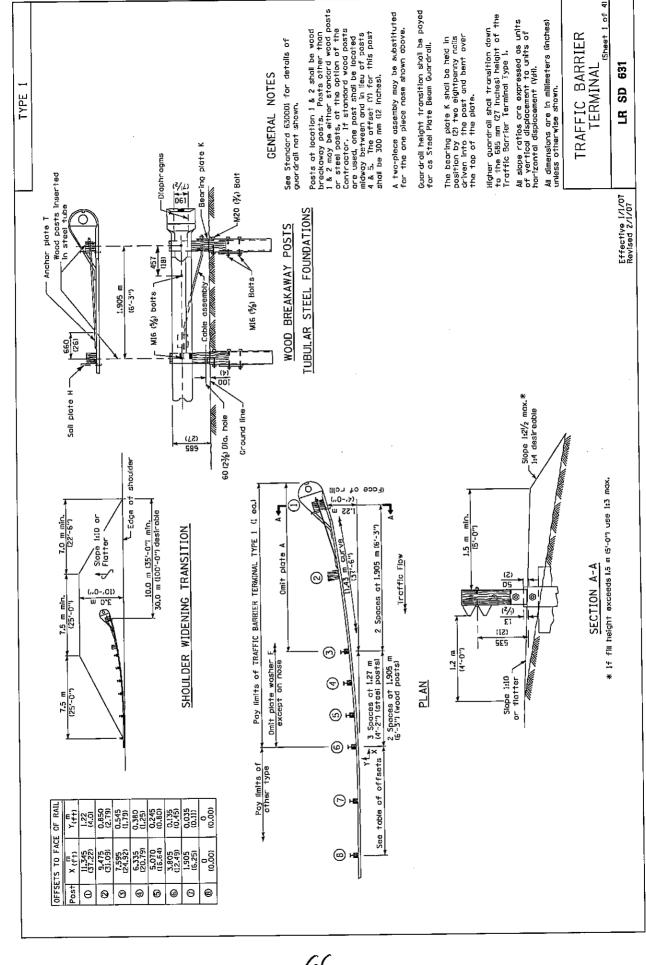
Ground Water Elevation: when drilling: DRY Ε L Ε L at completion: DRY P O Р O T W T W Q_{u} MC $Q_{\mathbf{u}}$ H S н S MC Ground Surface Elevation: 697.5 FT. (ft.) (6") (tsf) (%) (ft.) (6")(tsf) (%) 12" Asphalt . 11 Dark brown clayey SILT with sand (OL), Fill EL. 695.0 FT. 3 2 0.7B 25 Brown silty CLAY (CL) 3 EL. 693.0 FT. 2 1 1.6B 20 Brown silty CLAY with sand and small gravel (CL), Till 3 4.8B 4.9B 5 17 EL. 685.5 FT. 5 4.4B 8 14 Gray silty CLAY with sand 9 and small gravel (CL), Till 4 4.0B 5 14 EL. 681.0 FT. **END OF BORING AT 16.5 FEET**

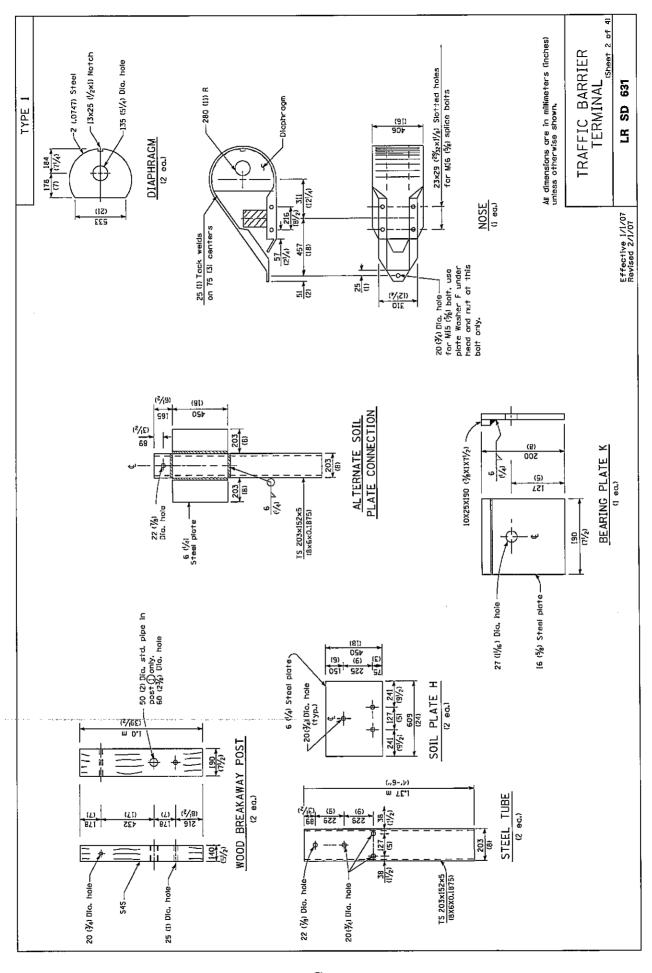
N - Standard Penetration Test (SPT) = Sum of last two blow values in sample MC- Moisture Content - Percent of dry weight

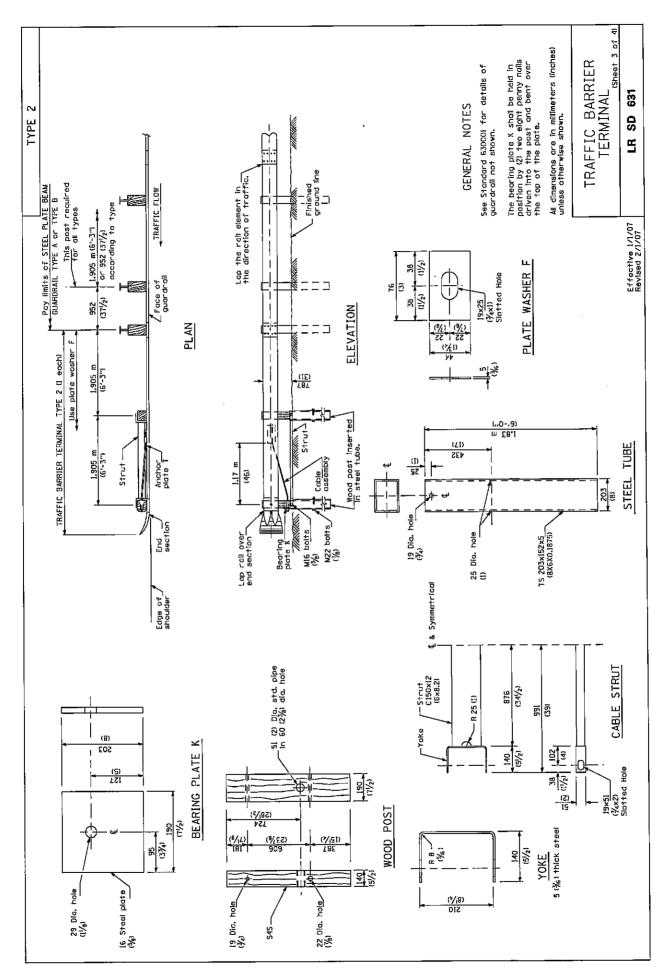
Qu- Unconfined Compressive Strength-tons per square foot (tsf)

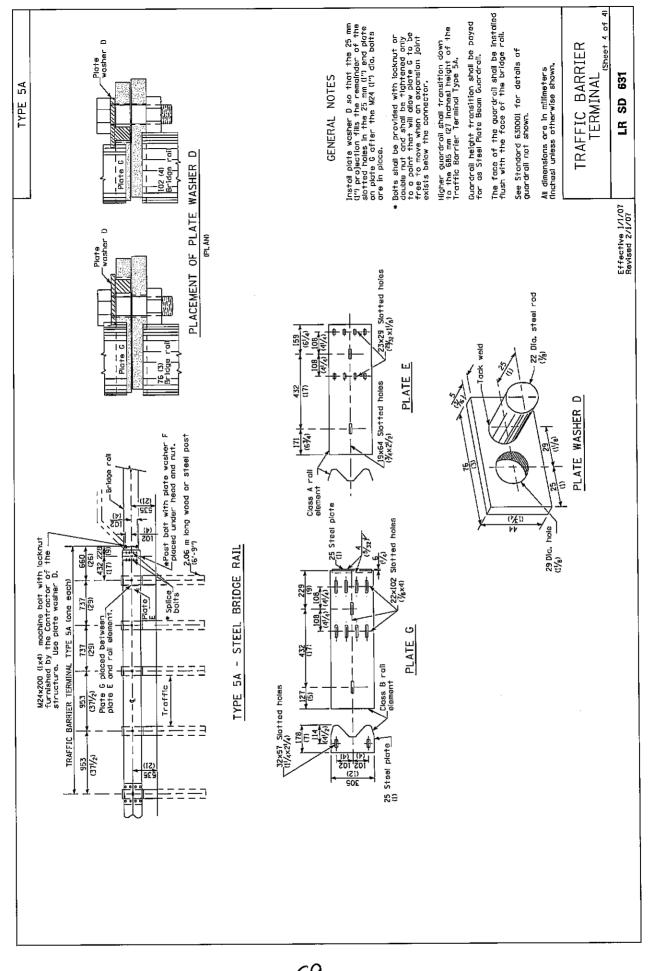
Type Failure Qu test

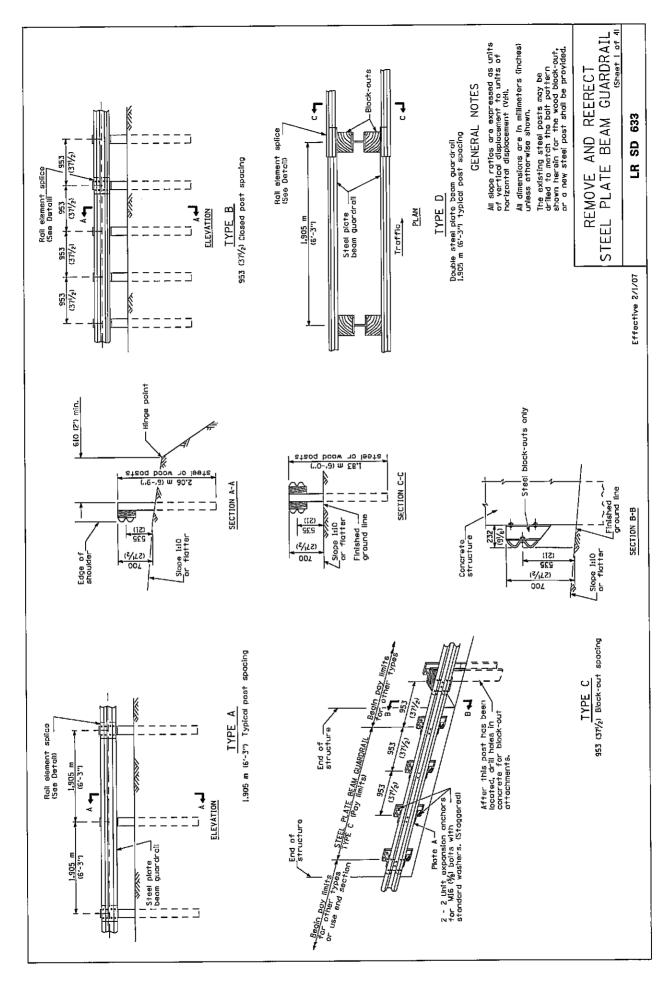
B-Bulge S-Shear

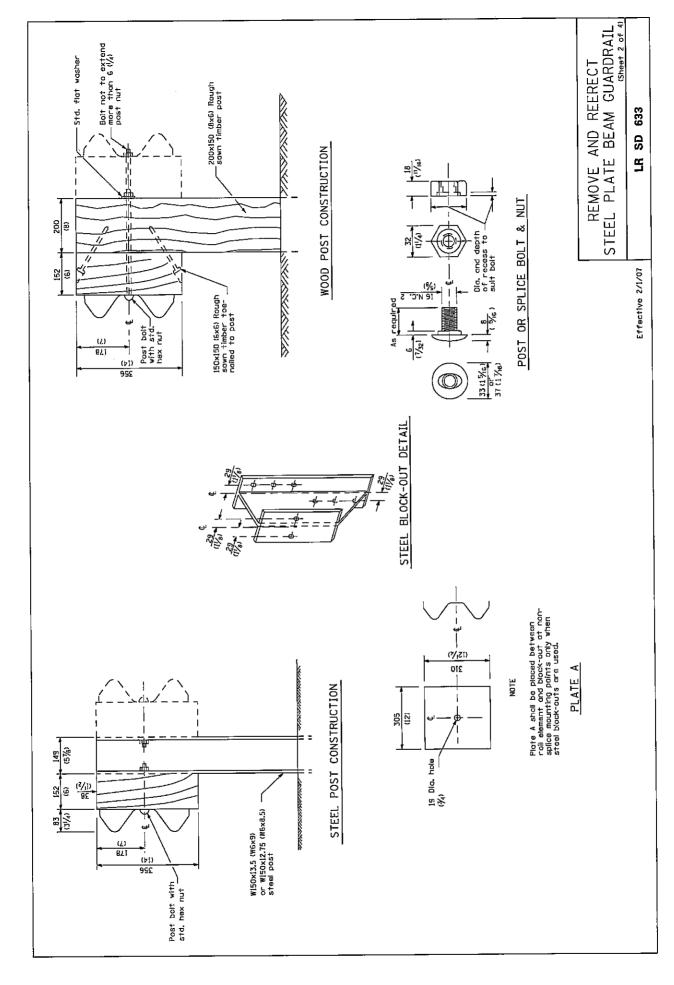


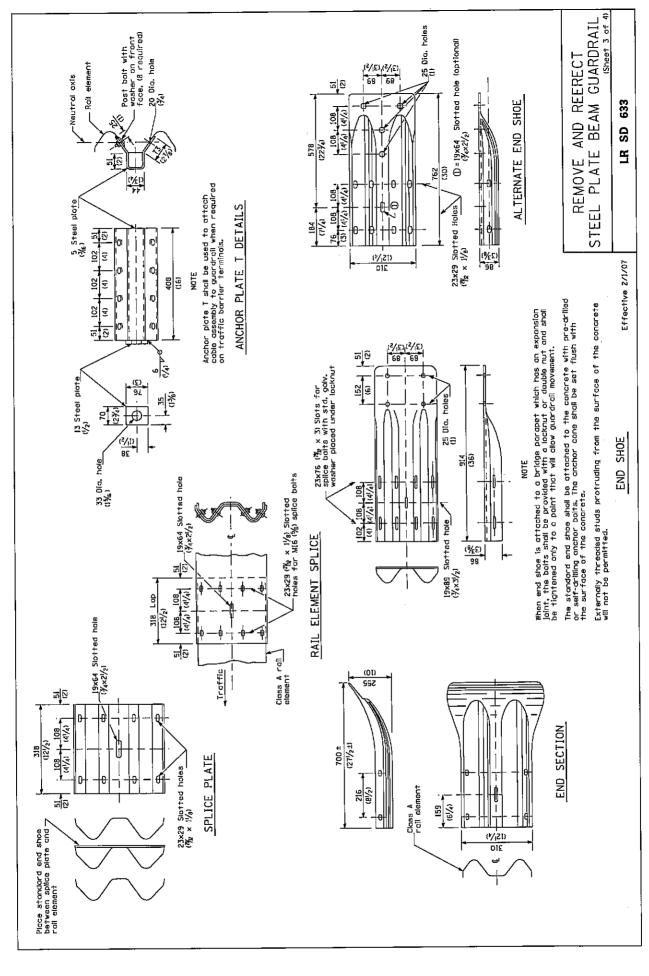


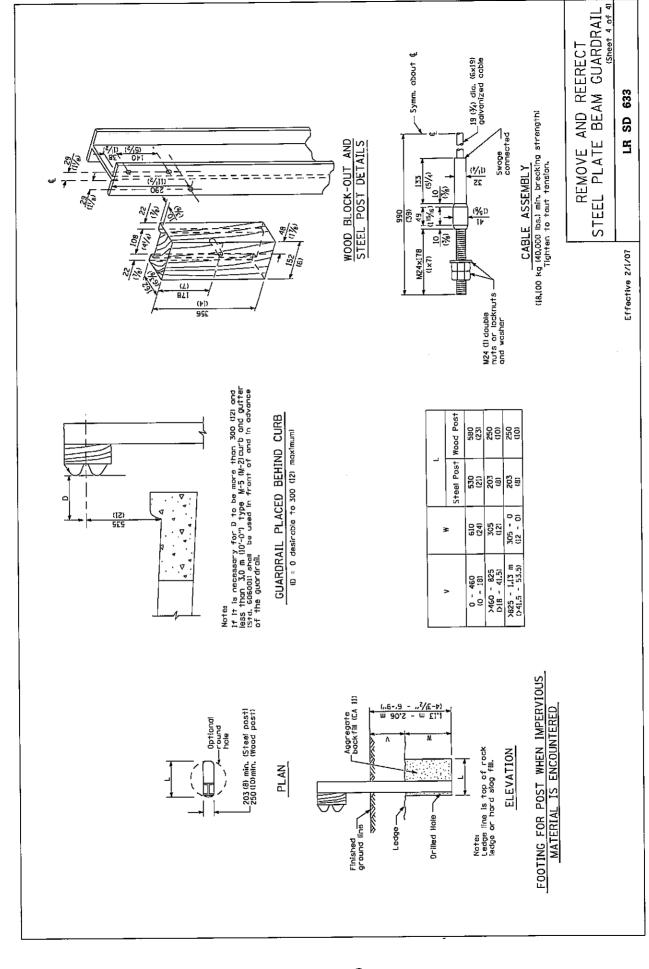












State of Illinois Department of Transportation Bureau of Local Roads and Streets

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

SPECIAL PROVISION FOR CONSTRUCTION AND MAINTENANCE SIGNS

Effective: January 1, 2004 Revised: January 1, 2007

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

701.14. Signs. Add the following paragraph to subparagraph (a) in Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.

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 (SO₃), 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

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

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

- (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:
 - 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 net, 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)

Effective: January 1, 2007

Add the following to Article 805.02 of the Standard Specifications:

"(d) Wood Pole1069.04"

Add the following to Article 805.03 of the Standard Specifications:

"When a service pole is necessary, it shall be installed according to Article 830.03(c)."

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(l). 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."

ORGANIC ZINC-RICH PAINT SYSTEM (BDE)

Effective: November 1, 2001 Revised: January 1, 2007

Add the following to Section 1008 of the Standard Specifications:

"1008.05 Organic Zinc-Rich Paint System. The organic zinc-rich paint system shall consist of an organic zinc-rich primer, an epoxy or urethane intermediate coat, and aliphatic urethane finish coats. It is intended for use over blast-cleaned steel when three-coat shop applications are specified. The system is also suitable for field painting blast-cleaned existing structures.

- (a) General Requirements.
 - (1) Compatibility. Each coating in the system shall be supplied by the same paint manufacturer.
 - (2) Toxicity. Each coating shall contain less than 0.01 percent lead in the dry film and no more than trace amounts of hexavalent chromium, cadmium, mercury or other toxic heavy metals.
 - (3) Volatile Organics. The volatile organic compounds of each coating shall not exceed 3.5 lb/gal (420 g/L) as applied.
- (b) Test Panel Preparation.
 - (1) Substrate and Surface Preparation. Test panels shall be AASHTO M 270, Grade 36 (M 270M Grade 250), hot-rolled steel measuring 4 x 6 in. (100 x 150 mm). Panels shall be blast-cleaned per SSPC—SP5 white metal condition using metallic abrasive. The abrasive shall be a 60/40 mix of shot and grit. The shot shall be an SAE shot number S230 and the grit an SAE number G40. Hardness of the shot and grit shall be Rockwell C45. The anchor profile shall be 1.5-2.5 mils (40-65 microns) measured according to ASTM D 4417, Method C.
 - (2) Application and Curing. All coatings shall be spray applied at the manufacturer's recommended film thickness. The coated panels shall be cured at least 14 days at 75 °F \pm 2 °F (24 °C \pm 1 °C) and 50 \pm 5 percent relative humidity.
 - (3) Scribing. The test panels shall be scribed according to ASTM D 1654 with a single "X" mark centered on the panel. The rectangular dimensions of the scribe shall have a top width of 2 in. (50 mm) and a height of 4 in. (100 mm). The scribe cut shall expose the steel substrate as verified with a microscope.
 - (4) Number of Panels. All testing shall be performed on triplicate panels.

- (c) Zinc-Rich Primer Requirements.
 - (1) Generic Type. This material shall be an organic zinc-rich epoxy or urethane primer. It shall be suitable for topcoating with epoxies, urethanes, and acrylics.
 - (2) Zinc Dust. The zinc dust pigment shall comply with ASTM D 520, Type II.
 - (3) Slip Coefficient. The organic zinc coating shall meet a Class B AASHTO slip coefficient (0.50 or greater) for structural steel joints using ASTM A 325 (A 325M) or A 490 (A 490M) bolts.
 - (4) Salt Fog. There shall be no delamination, blistering, rust creepage at the scribe, or rusting at the scribe edges after 5,000 hours of salt fog exposure when tested according to ASTM B 117 and evaluated according to AASHTO R 31.
 - (5) Cyclic Exposure. There shall be no delamination, blistering, rust creepage at the scribe, or rusting at the scribe edges after 5,000 hours of cyclic exposure when tested according to ASTM D 5894 and evaluated according to AASHTO R 31.
 - (6) Humidity Exposure. There shall be no delamination, blistering, rust creepage at the scribe, or rusting at the scribe edges after 4,000 hours of humidity exposure when tested according to ASTM D 2247 and evaluated according to AASHTO R 31.
 - (7) Adhesion. The adhesion to an abrasively blasted steel substrate shall not be less than 900 psi (6200 kPa) when tested according to ASTM D 4541 Annex A4.
 - (8) Freeze Thaw Stability. There shall be no reduction of adhesion, which exceeds the test precision, after 30 days of freeze/thaw/immersion testing. One 24-hour cycle shall consist of 16 hours of approximately -22 °F (-30 °C) followed by four hours of thawing at 122 °F (50 °C) and four hours tap water immersion at 77 °F (25 °C). The test panels shall remain in the freezer on weekends and holidays.
- (d) Intermediate Coat Requirements.
 - (1) Generic Type. This material shall be an epoxy or urethane. It shall be suitable as an intermediate coat over inorganic and organic zinc primers and compatible with acrylic, epoxy, and polyurethane topcoats.
 - (2) Color. The color of the intermediate coat shall be white or off-white.
- (e) Urethane Finish Coat Requirements.
 - (1) Generic Type. This material shall be an aliphatic urethane. It shall be suitable as a topcoat over epoxies and urethanes.
 - (2) Color and Hiding Power. The finish coat shall match Munsell Glossy Color 7.5G 4/8 Interstate Green, 2.5YR 3/4 Reddish Brown, 10B 3/6 Blue, or 5B 7/1 Gray. The color

difference shall not exceed 3.0 Hunter Delta E Units. Color difference shall be measured by instrumental comparison of the designated Munsell standard to a minimum dry film thickness of 3 mils (75 microns) of sample coating produced on a test panel according to ASTM D 823, Practice E, Hand–Held, Blade Film Application. Color measurements shall be determined on a spectrophotometer with 45 degrees circumferential/zero degrees geometry, illuminant C, and two degrees observer angle. The spectrophotometer shall measure the visible spectrum from 380-720 nanometers with a wavelength interval and spectral bandpass of 10 nanometers.

The contrast ratio of the finish coat at 3 mils (75 microns) dry film thickness shall not be less than 0.99 when tested according to ASTM D 2805.

- (3) Weathering Resistance. Test panels shall be aluminum alloy measuring 12 x 4 in. (300 x 100 mm) prepared according to ASTM D 1730 Type A, Method 1 Solvent Cleaning. A minimum dry film thickness of 3 mils (75 microns) of finish coat shall be applied to three test panels according to ASTM D 823, Practice E, Hand Held Blade Film Application. The coated panels shall be cured at least 14 days at 75 °F ± 2 °F (24 °C ± 1 °C) and 50 ± 5 percent relative humidity. The panels shall be subjected to 300 hours of accelerated weathering using the light and water exposure apparatus (fluorescent UV condensation type) as specified in ASTM G 53-96 and ASTM G 154 (equipped with UVB-313 lamps). The cycle shall consist of eight hours UV exposure at 140 °F (60 °C) followed by four hours of condensation at 104 °F (40 °C). After exposure, rinse the panel with clean water; allow to dry at room temperature for one hour. The exposed panels shall not show a color change of more than 3 Hunter Delta E Units.
- (f) Three Coat System Requirements.
 - (1) Finish Coat Color. For testing purposes, the color of the finish coat shall match Federal Standard No 595, color chip 14062 (green).
 - (2) Salt Fog. When tested according to ASTM B 117 and evaluated according to AASHTO R 31, the paint system shall exhibit no spontaneous delamination and not exceed the following acceptance levels after 5,000 hours of salt fog exposure:

Salt F	og Acceptanc	e Criteria (n	nax)	
Blister Criteria	Rust Criteria			
Size/Frequency	Maximum Average % Rusting at			
	Creep Creep Scribed Edges			
#8 Few	4mm 1mm 1			

(3) Cyclic Exposure. When tested according to ASTM D 5894 and evaluated according to AASHTO R 31, the paint system shall exhibit no spontaneous delamination and not exceed the following acceptance levels after 5,000 hours of cyclic exposure:

Cyclic Exposure Acceptance Criteria (max)				
Blister Criteria	Rust Criteria			
Size/Frequency	Maximum Average % Rusting at			
, -	Creep Creep Scribed Edges			
#8 Few	2mm 1mm 1			

- (4) Humidity Exposure. There shall be no delamination, blistering, rust creepage at the scribe, or rusting at the scribe edges after 4,000 hours of humidity exposure when tested according to ASTM D 2247 and evaluated according to AASHTO R 31.
- (5) Adhesion. The adhesion to an abrasively blasted steel substrate shall not be less than 900 psi (6200 kPa) when tested according to ASTM D 4541 Annex A4.
- (6) Freeze Thaw Stability. There shall be no reduction of adhesion, which exceeds the test precision, after 30 days of freeze/thaw/immersion testing. One 24 hour cycle shall consist of 16 hours of approximately -22 °F (-30 °C) followed by four hours of thawing at 122 °F (50 °C) and four hours tap water immersion at 77 °F (25 °C). The test panels shall remain in the freezer mode on weekends and holidays.
- (g) Qualification Samples and Tests. The manufacturer shall supply, to an independent test laboratory and to the Department, samples of the organic zinc-rich primer, epoxy or urethane intermediate coat, and aliphatic urethane finish coats for evaluation. Prior to approval and use, the manufacturer shall submit a notarized certification of the independent laboratory, together with results of all tests, stating that these materials meet the requirements as set forth herein. The certified test report shall state lots tested, manufacturer's name, product names, and dates of manufacture. New certified test results and samples for testing by the Department shall be submitted any time the manufacturing process or paint formulation is changed. All costs of testing, other than tests conducted by the Department, shall be borne by the manufacturer.
- (h) Acceptance Samples and Certification. A 1 qt (1 L) sample of each lot of paint produced for use on state or local agency projects shall be submitted to the Department for testing, together with a manufacturer's certification. The certification shall state that the formulation for the lot represented is essentially identical to that used for qualification testing. All acceptance samples shall be witnessed by a representative of the Illinois Department of Transportation. The organic zinc-rich primer, epoxy or urethane intermediate coat, and aliphatic urethane finish coats shall not be used until tests are completed and they have met the requirements as set forth herein."

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.

PLASTIC BLOCKOUTS FOR GUARDRAIL (BDE)

Effective: November 1, 2004 Revised: January 1, 2007

Add the following to Article 630.02 of the Standard Specifications:

"(g) Plastic Blockouts (Note 1.)

Note 1. Plastic blockouts may be used in lieu of wood blockouts for steel plate beam guardrail. The plastic blockouts shall be the minimum dimensions shown on the plans and shall be on the Department's approved list."

POLYUREA PAVEMENT MARKING (BDE)

Effective: April 1, 2004 Revised: January 1, 2007

Description. This work shall consist of furnishing and applying pavement marking lines.

The type of polyurea pavement marking applied will be determined by the type of reflective media used. Polyurea Pavement Marking Type I shall use glass beads as a reflective media. Polyurea Pavement Marking Type II shall use a combination of composite reflective elements and glass beads as a reflective media.

Polyurea-based liquid pavement markings shall only be applied by Contractors on the list of Approved Polyurea Contractors maintained by the Engineer of Operations and in effect on the date of advertisement for bids.

Materials. Materials shall meet the following requirements:

- (a) Polyurea Pavement Marking. The polyurea pavement marking material shall consist of 100 percent solid two part system formulated and designed to provide a simple volumetric mixing ratio of two components (must be two or three volumes of Part A to one volume of Part B). No volatile or polluting solvents or fillers will be allowed.
- (b) Pigmentation. The pigment content by weight (mass) of component A shall be determined by low temperature ashing according to ASTM D 3723. The pigment content shall not vary more than ± two percent from the pigment content of the original qualified paint.

White Pigment shall be Titanium Dioxide meeting ASTM D 476 Type II, Rutile.

Yellow Pigment shall be an Organic Yellow and contain no heavy metals.

- (c) Environmental. Upon heating to application temperature, the material shall not exude furnes which are toxic or injurious to persons or property.
- (d) Daylight Reflectance. The daylight directional reflectance of the cured polyurea material (without reflective media) shall be a minimum of 80 percent (white) and 50 percent (yellow) relative to magnesium oxide when tested using a color spectrophotometer with a 45 degrees circumferential /zero degrees geometry, illuminant C, and two degrees observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm. In addition, the color of the yellow polyurea shall visually match Color Number 33538 of Federal Standard 595a with chromaticity limits as follows:

X	0.490	0.475	0.485	0.539
Y	0.470	0.438	0.425	0.456

(e) Weathering Resistance. The polyurea marking material, when mixed in the proper ratio and applied at 14 to 16 mils (0.35 to 0.41 mm) wet film thickness to an aluminum alloy

panel (Federal Test Std. No. 141, Method 2013) and allowed to cure for 72 hours at room temperature, shall be subjected to accelerated weathering for 75 hours. The accelerated weathering shall be completed by using the light and water exposure apparatus (fluorescent UV - condensation type) and tested according to ASTM G 53.

The cycle shall consist of four hours UV exposure at 122 °F (50 °C) and four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the material shall show no substantial change in color or gloss.

- (f) Dry Time. The polyurea pavement marking material, when mixed in the proper ratio and applied at 14 to 16 mils (0.35 to 0.41 mm) wet film thickness and with the proper saturation of reflective media, shall exhibit a no-tracking time of ten minutes or less when tested according to ASTM D 711.
- (g) Adhesion. The catalyzed polyurea pavement marking materials when applied to a 4 x 4 x 2 in. (100 x 100 x 50 mm) concrete block, shall have a degree of adhesion which results in a 100 percent concrete failure in the performance of this test.

The concrete block shall be brushed on one side and have a minimum strength of 3500 psi (24,100 kPa). A 2 in. (50 mm) square film of the mixed polyurea shall be applied to the brushed surface and allowed to cure for 72 hours at room temperature. A 2 in. (50 mm) square cube shall be affixed to the surface of the polyurea by means of an epoxy glue. After the glue has cured for 24 hours, the polyurea specimen shall be placed on a dynamic testing machine in such a fashion so that the specimen block is in a fixed position and the 2 in. (50 mm) cube (glued to the polyurea surface) is attached to the dynamometer head. Direct upward pressure shall be slowly applied until the polyurea system fails. The location of the break and the amount of concrete failure shall be recorded.

- (h) Hardness. The polyurea pavement marking materials when tested according to ASTM D 2240, shall have a shore D hardness of between 70 and 100. Films shall be cast on a rigid substrate at 14 to 16 mils (0.35 to 0.41 mm) in thickness and allowed to cure at room temperature for 72 hours before testing.
- (i) Abrasion. The abrasion resistance shall be evaluated according to ASTM D 4060 using a Taber Abrader with a 1,000 gram load and CS 17 wheels. The duration of the test shall be 1,000 cycles. The loss shall be calculated by difference and be less than 120 mgs. The tests shall be run on cured samples of polyurea material which have been applied at a film thickness of 14 to 16 mils (0.35 to 0.41 mm) to code S-16 stainless steel plates. The films shall be allowed to cure at room temperature for at least 72 hours and not more than 96 hours before testing.
- (j) Reflective Media. The reflective media shall meet the following requirements:
 - (1) Type I The glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications and the following requirements:

a. First Drop Glass Beads. The first drop glass beads shall be tested by the standard visual method of large glass spheres adopted by the Department. The beads shall have a silane coating and meet the following sieve requirements:

U.S. Standard	Sieve	% Passing
Sieve Number	Size	By Weight (mass)
12	1.70 mm	95-100
14	1.40 mm	75-95
16	1.18 mm	10-47
18	1.00 mm	0-7
20	850 μm	0-5

- b. Second Drop Glass Beads. The second drop glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications for Type B.
- (2) Type II The combination of microcrystalline ceramic elements and glass beads shall meet the following requirements:
 - a. First Drop Glass Beads. The first drop glass beads shall meet the following requirements:
 - Composition. The elements shall be composed of a titania opacified ceramic core having clear and or yellow tinted microcrystalline ceramic beads embedded to the outer surface.
 - Index of Refraction. All microcrystalline reflective elements embedded to the outer surface shall have an index of refraction of 1.8 when tested by the immersion method.
 - 3. Acid Resistance. A sample of microcrystalline ceramic beads supplied by the manufacturer, shall show resistance to corrosion of their surface after exposure to a one percent solution (by weight (mass)) of sulfuric acid. Adding 0.2 oz (5.7 ml) of concentrated acid into the water shall make the one percent acid solution. This test shall be performed by taking a 1 x 2 in. (25 x 50 mm) sample and adhering it to the bottom of a glass tray and placing just enough acid solution to completely immerse the sample. The tray shall be covered with a piece of glass to prevent evaporation and allow the sample to be exposed for 24 hours under these conditions. The acid solution shall be decanted (do not rinse, touch, or otherwise disturb the bead surfaces) and the sample dried while adhered to the glass tray in a 150 °F (66 °C) oven for approximately 15 minutes. Microscope examination (20X) shall show no white (corroded) layer on the entire surface.
 - b. Second Drop Glass Beads. The second drop glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications for Type B or the following manufacturer's specification:
 - 1. Sieve Analysis. The glass beads shall meet the following sieve requirements:

U.S. Standard Sieve Number	Sieve Size	% Passing By Weight (mass)
20	850 μm	100
30	600 μm	75-95
50	300 μm	15-35
100	150 μm	0-5

The manufacturer of the glass beads shall certify that the treatment of the glass beads meets the requirements of the polyurea manufacturer.

- Imperfections. The surface of the glass beads shall be free of pits and scratches. The glass beads shall be spherical in shape and shall contain a maximum of 20 percent by weight (mass) of irregular shapes when tested by the standard method using a vibratile inclined glass plate as adopted by the Department.
- 3. Index of Refraction. The index of refraction of the glass beads shall be a minimum of 1.50 when tested by the immersion method at 77 °F (25 °C).
- (k) Packaging. Microcrystalline ceramic reflective elements and glass beads shall be delivered in approved moisture proof bags or weather resistant bulk boxes. Each carton shall be legibly marked with the manufacturer, specifications and type, lot number, and the month and year the microcrystalline ceramic reflective elements and/or glass beads were packaged. The letters and numbers used in the stencils shall be a minimum of 1/2 in. (12.7 mm) in height.
 - (1) Moisture Proof Bags. Moisture proof bags shall consist of at least five ply paper construction unless otherwise specified. Each bag shall contain 50 lb (22.7 kg) net.
 - (2) Bulk Weather Resistance Boxes. Bulk weather resistance boxes shall conform to Federal Specification PPP-8-640D Class II or latest revision. Boxes are to be weather resistant, triple wall, fluted, corrugated-fiber board. Cartons shall be strapped with two metal straps. Straps shall surround the outside perimeter of the carton. The first strap shall be located approximately 2 in. (50 mm) from the bottom of the carton and the second strap shall be placed approximately in the middle of the carton. All cartons shall be shrink wrapped for protection from moisture. Cartons shall be lined with a minimum 4 mil polyester bag and meet Interstate Commerce Commission requirements. Cartons shall be approximately 38 x 38 in. (1 x 1 m), contain 2000 lb (910 kg) of microcrystalline ceramic reflective elements and/or glass beads and be supported on a wooden pallet with fiber straps.
- (I) Packaging. The material shall be shipped to the job site in substantial containers and shall be plainly marked with the manufacturer's name and address, the name and color of the material, date of manufacture, and batch number.
- (m) Verification. Prior to approval and use of the polyurea pavement marking materials, the manufacturer shall submit a notarized certification of an independent laboratory, together with the results of all tests, stating these materials meet the requirements as set forth

herein. The certification test report shall state the lot tested, manufacturer's name, brand name of polyurea and date of manufacture. The certification shall be accompanied by one 1 pt (1/2 L) samples each of Part A and Part B. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B.

After approval by the Department, certification by the polyurea manufacturer shall be submitted for each batch used. New independent laboratory certified test results and samples for testing by the Department shall be submitted any time the manufacturing process or paint formulation is changed. All costs of testing (other than tests conducted by the Department) shall be borne by the manufacturer.

- (n) Acceptance samples. Acceptance samples shall consist of one 1 pt (1/2 L) samples of Part A and Part B, of each lot of paint. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B. The samples shall be submitted to the Department for testing, together with a manufacturer's certification. The certification shall state the formulation for the lot represented is essentially identical to that used for qualification testing. All, acceptance samples will be taken by a representative of the Department. The polyurea pavement marking materials shall not be used until tests are completed and they have met the requirements as set forth herein.
- (o) Material Retainage. The manufacturer shall retain the test sample for a minimum of 18 months.

Equipment. The polyurea pavement marking compounds shall be applied through equipment specifically designed to apply two component liquid materials, glass beads and/or reflective elements in a continuous and skip-line pattern. The two-component liquid materials shall be applied after being accurately metered and then mixed with a static mix tube or airless The static mixing tube or impingement mixing guns shall impingement mixing guns. accommodate plural component material systems that have a volumetric ratio of 2 to 1 or 3 to 1. This equipment shall produce the required amount of heat at the mixing head and gun tip and maintain those temperatures within the tolerances specified. The guns shall have the capacity to deliver materials from approximately 1.5 to 3 gal/min (5.7 to 11.4 L/min) to compensate for a typical range of application speeds of 6 to 8 mph (10 to 13 km/h). The accessories such as spray tip, mix chamber, and rod diameter shall be selected according to the manufacturer's specifications to achieve proper mixing and an acceptable spray pattern. The application equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. This equipment shall also have as an integral part of the gun carriage, a high pressure air spray capable of cleaning the pavement immediately prior to making application.

The equipment shall be capable of spraying both yellow and white polyurea, according to the manufacturer's recommended proportions and be mounted on a truck of sufficient size and stability with an adequate power source to produce lines of uniform dimensions and prevent application failure. The truck shall have at least two polyurea tanks each of 110 gal (415 L) minimum capacity and be equipped with hydraulic systems and agitators. It shall be capable of placing stripes on the left and right sides and placing two lines on a three-line system simultaneously with either line in a solid or intermittent pattern, in yellow or white, and applying the appropriate reflective media according to manufacturer's recommendations. All guns shall be in full view of operations at all times. The equipment shall have a metering device to register

the accumulated installed quantities for each gun, each day. Each vehicle shall include at least one operator who shall be a technical expert in equipment operations and polyurea application techniques. Certification of equipment shall be provided at the pre-construction conference.

The mobile applicator shall include the following features:

- (a) Material Reservoirs. The applicator shall provide individual material reservoirs, or space for the storage of Part A and Part B of the resin composition.
- (b) Heating Equipment. The applicator shall be equipped with heating equipment of sufficient capacity to maintain the individual resin components at the manufacturer's recommended temperature of ±5 °F (±2.8 °C) for spray application.
- (c) Dispensing Equipment. The applicator shall be equipped with glass bead and/or reflective element dispensing equipment. The applicator shall be capable of applying the glass beads and/or reflective elements at a rate and combination indicated by the manufacturer.
- (d) Volumetric Usage. The applicator shall be equipped with metering devices or pressure gauges on the proportioning pumps as well as stroke counters to monitor volumetric usage. Metering devices or pressure gauges and stroke counters shall be visible to the Engineer.
- (e) Pavement Marking Placement. The applicator shall be equipped with all the necessary spray equipment, mixers, compressors and other appurtenances to allow for the placement of reflectorized pavement markings in a simultaneous sequence of operations.

The Contractor shall provide an accurate temperature-measuring device(s) that shall be capable of measuring the pavement temperature prior to application of the material, the material temperature at the gun tip and the material temperature prior to mixing.

CONSTRUCTION REQUIREMENTS

<u>General</u>. The pavement shall be cleaned by a method approved by the Engineer to remove all dirt, grease, glaze, or any other material that would reduce the adhesion of the markings with minimum or no damage to the pavement surface. New portland cement concrete pavements shall be air-blast-cleaned to remove all latents.

Widths, lengths, and shapes of the cleaned surface shall be of sufficient size to include the full area of the specified pavement marking to be placed.

The cleaning operation shall be a continuous moving operation process with minimum interruption to traffic.

Markings shall be applied to the cleaned surfaces on the same calendar day. If this cannot be accomplished, the surface shall be re-cleaned prior to applying the markings. No markings shall be applied until the Engineer approves the cleaning.

The pavement markings shall be applied to the cleaned road surface, during conditions of dry weather and subsequently dry pavement surfaces at a minimum uniform wet thickness of 15 mils (0.4 mm) according to the manufacturer's installation instructions. On new hot-mix asphalt (HMA) surfaces the pavement markings shall be applied at a minimum uniform wet thickness of 20 mils (0.5 mm). The application of and combination of reflective media (glass beads and/or reflective elements) shall be applied at a rate specified by the manufacturer. At the time of installation the pavement surface temperature and the ambient temperature shall be above 40 °F (4 °C) and rising. The pavement markings shall not be applied if the pavement shows any visible signs of moisture or it is anticipated that damage causing moisture, such as rain showers, may occur during the installation and set periods. The Engineer will determine the atmospheric conditions and pavement surface conditions that produce satisfactory results.

Using the application equipment, the pavement markings shall be applied in the following manner, as a simultaneous operation:

- (a) The surface shall be air-blasted to remove any dirt and residue.
- (b) The resin shall be mixed and heated according to manufacturer's recommendations and sprayed onto the pavement surface.

The edge of the center line or lane line shall be offset a minimum distance of 2 in. (50 mm) from a longitudinal crack or joint. Edge lines shall be approximately 2 in. (50 mm) from the edge of pavement. The finished center and lane lines shall be straight, with the lateral deviation of any 10 ft (3 m) line not to exceed 1 in. (25 mm).

Notification. The Contractor shall notify the Engineer 72 hours prior to the placement of the markings in order that he/she can be present during the operation. At the time of notification, the Contractor shall provide the Engineer the manufacturer and lot numbers of polyurea and reflective media that will be used.

<u>Inspection</u>. The polyurea pavement markings will be inspected following installation according to Article 780.10 of the Standard Specifications, except, no later than December 15, and inspected following a winter performance period that extends 180 days from December 15.

Method of Measurement. This work will be measured for payment in place, in feet (meters). Double yellow lines will be measured as two separate lines.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for POLYUREA PAVEMENT MARKING TYPE I – LINE of the line width specified or for POLYUREA PAVEMENT MARKING TYPE II – LINE of the line width specified.

PRECAST CONCRETE HANDLING HOLES (BDE)

with the following:

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: "(ee) Handling Hole Plugs1042.16" 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

"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)

Thermal Properties	Test Method	Value (min.)
Brittle Temperature	ASTM D 746	-49 °F (-45 °C)
Vicat Softening Point	ASTM D 1525	194 °F (90 °C)"

PUBLIC CONVENIENCE AND SAFETY (BDE)

Effective: January 1, 2000

Add the following paragraph after the fourth paragraph of Article 107.09 of the Standard Specifications:

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

RAILROAD PROTECTIVE LIABILITY INSURANCE (5 and 10) (BDE)

Effective: January 1, 2006

Description. 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
CSX Transportation, Inc. 500 Water Street - C907 Jacksonville, FL 32202	0	31 @ 60 MPH

DOT/AAR No.: 353 709T

RR Division: NS

RR Mile Post: 121.63

RR Sub-Division: Woodland (North)

For Freight/Passenger Information Contact: Mr. Gale Free, Roadmaster Phone: 217-442-0126 For Insurance Information Contact: Ms. Debbie Tauro, Manager Risk Management Phone:

904-366-5088

0

DOT/AAR No.:

RR Division:

RR Mile Post:

RR Sub-Division:

For Freight/Passenger Information Contact:

For Insurance Information Contact:

Phone:

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 %
Νο. 30 (600 μm)	± 5 %	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	± 0.4 % ^{1/}	± 0.5 %
G _{mm}	± 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 17, 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	Entrance Angle			Fluorescent
Angle (deg.)	(deg.)	White	Orange	Orange
0.2	-4	365	160	150
0.2	+30	175	80	70
0.5	-4	245	100	95
0.5	+30	100	50	40"

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

"Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

"The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005 Revised: 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/
Copper	2/	2/
Titanium	2/	2/
Vanadium	2/	2/
Columbium	2/	2/
Aluminum	21, 3/	2/, 3/
Tin ^{4/}	0.040	0.044

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

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

Note 3/. If aluminum is not an intentional addition to the steel for deoxidation or killing purposes, residual aluminum content need not be reported.

Note 4/. If producer bar testing indicates an elongation of 15 percent or more and passing of the bend test, the tin composition requirement may be waived.

- b. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
- c. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 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:

	"Tab	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:

		TA	BLE II			
	Hard		Pure		Secondary *	
	Seed	Purity	Live	Weed	Noxious Weeds	
	%	.%	Seed %	%	No. per oz (kg)	Mataa
Variety of Seeds	Max.	Min.	Min.	Max.	Max. Permitted	Notes
Alfalfa	20	92	89	0.50	6 (211)	1/
Clover, Alsike	15	92	87	0.30	6 (211)	2/
Audubon Red Fescue	0	97	82	0.10	3 (105)	+
Fescue, Creeping Red	-	97	82	1.00	6 (211)	-
Fescue, Inferno Tall	0	98	83	0.10	2 (70)	-
Fescue, Tarheel II Tall	-	97	82	1.00	6 (211)	-
Fescue, Quest Tall	0	98	83	0.10	2 (70)	
Fults Salt Grass	0	98	85	0.10	2 (70)	-
Kentucky Bluegrass	_	97	80	0.30	7 (247)	4/
Oats	_	92	88	0.50	2 (70)	3/
Redtop	-	90	78	1.80	5 (175)	3/
Ryegrass, Perennial, Annual	_	97	85	0.30	5 (175)	3/
Rve, Grain, Winter	-	92	83	0.50	2 (70)	3/
Rescue 911 Hard Fescue	0	97	82	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 (70)	3/"

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 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.

<u>Usage</u>. 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".

STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 2, 2004 Revised: April 1, 2007

<u>Description</u>. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of steel cost adjustments.

<u>Types of Steel Products</u>. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling) Structural Steel Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), frames and grates, and other miscellaneous items will be subject to a steel cost adjustment when the pay item they are used in has a contract value of \$10,000 or greater.

<u>Documentation</u>. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) Evidence that increased or decreased steel costs have been passed on to the Contractor.
- (b) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (c) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

SCA = Q X D

Where: SCA = steel cost adjustment, in dollars

Q = quantity of steel incorporated into the work, in lb (kg)

D = price factor, in dollars per lb (kg)

 $D = CBP_M - CBP_L$

Where: $CBP_M =$ The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the American Metal Market (AMM) for the day the steel is shipped from the mill. The indices will be converted from dollars per ton to dollars per lb (kg).

CBP_L = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the AMM for the day the contract is let. The indices will be converted from dollars per ton to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the CBP_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

<u>Basis of Payment</u>. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the CBP_L and CBP_M in excess of five percent, as calculated by:

Percent Difference = $\{(CBP_L - CBP_M) \div CBP_L\} \times 100$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Attachment

Attachment			
ltem	Unit Mass (Weight)		
Metal Piling (excluding temporary sheet piling)			
Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness)	23 lb/ft (34 kg/m)		
Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness)	32 lb/ft (48 kg/m)		
Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness)	37 lb/ft (55 kg/m)		
Other piling	See plans_		
Structural Steel	See plans for weights		
	(masses)		
Reinforcing Steel	See plans for weights		
	(masses)		
Dowel Bars and Tie Bars	6 lb (3 kg) each		
Mesh Reinforcement	63 lb/100 sq ft (310 kg/sq m)		
Guardrail	1		
Steel Plate Beam Guardrail, Type A w/steel posts	20 lb/ft (30 kg/m)		
Steel Plate Beam Guardrail, Type B w/steel posts	30 lb/ft (45 kg/m)		
Steel Plate Beam Guardrail, Types A and B w/wood posts	8 lb/ft (12 kg/m)		
Steel Plate Beam Guardrail, Type 2	305 lb (140 kg) each		
Steel Plate Beam Guardrail, Type 6	1260 lb (570 kg) each		
Traffic Barrier Terminal, Type 1 Special (Tangent)	730 lb (330 kg) each		
Traffic Barrier Terminal, Type 1 Special (Flared)	410 lb (185 kg) each		
Steel Traffic Signal and Light Poles, Towers and Mast Arms			
Traffic Signal Post	11 lb/ft (16 kg/m)		
Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 – 12 m)	14 lb/ft (21 kg/m)		
Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 - 16.5 m)	21 lb/ft (31 kg/m)		
Light Pole w/Mast Arm, 30 - 50 ft (9 – 15.2 m)	13 lb/ft (19 kg/m)		
Light Pole w/Mast Arm, 55 - 60 ft (16.5 – 18 m)	19 lb/ft (28 kg/m)		
Light Tower w/Luminaire Mount, 80 - 110 ft (24 – 33.5 m)	31 lb/ft (46 kg/m)		
Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 – 42.5 m)	65 lb/ft (97 kg/m)		
Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 – 48.5 m)	80 lb/ft (119 kg/m)		
Metal Railings (excluding wire fence)			
Steel Railing, Type SM	64 lb/ft (95 kg/m)		
Steel Railing, Type S-1	39 lb/ft (58 kg/m)		
Steel Railing, Type T-1	53 lb/ft (79 kg/m)		
Steel Bridge Rail	52 lb/ft (77 kg/m)		
Frames and Grates			
Frame	250 lb (115 kg)		
Lids and Grates	150 lb (70 kg)		

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR STEEL COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of steel cost adjustments. After award, this form, when submitted shall become part of the contract.

Contract No.:				***	_	
Company Nam	ie:					
Contractor's O	ption	<u>ı</u> :				
is your compan	y opti	ng to i	nclude th	nis spe	cial pro	rovision as part of the contract plans?
`	/es			No		
Signature:			-			Date:
80127						

STEEL PLATE BEAM GUARDRAIL (BDE)

Effective: November 1, 2005 Revised: January 1, 2007

Revise the first paragraph of Article 1006.25 of the Standard Specifications to read:

"1006.25 Steel Plate Beam Guardrail. Steel plate beam guardrail, including bolts, nuts, and washers, shall be according to AASHTO M 180. Guardrails shall be Class A, with Type II coatings. The weight (mass) of the galvanized coating for each side of the guardrail shall be at least 2.00 oz/sq ft (610 g/sq m). The overall combined weight (mass) of the coating on both sides shall meet or exceed 4.00 oz/sq ft (1220 g/sq m). The thickness of the zinc or zinc alloy will be determined for each side using the average of at least three non-destructive test readings taken on that side of the guardrail. The minimum average thickness for each side shall be 3.1 mils (79 μ m)."

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)."

80087

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 v 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."

80176

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	

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."

80161

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 215 working days.

80071

CLEANING AND PAINTING NEW METAL STRUCTURES

Effective Date: September 13, 1994 Revised Date: January 1, 2007

<u>Description.</u> The material and construction requirements that apply to cleaning and painting new structural steel shall be according to the applicable portion of Sections 506 of the Standard Specifications except as modified herein. The three coat paint system shall be the system as specified on the plans and as defined herein.

<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 must be tested and approved by that bureau before use.

The paint materials shall meet the requirements of the following articles of the Standard Specification:

Item	<u>Article</u>
(a) Inorganic Zinc-Rich Primer	1008.02
(b) Waterborne Acrylic	1008.04
(c) Aluminum Epoxy Mastic	1008.03
(d) Organia Zina Pich Primar (Nota 1)	

- (d) Organic Zinc-Rich Primer (Note 1)
- (e) Epoxy Intermediate (Note 1)
- (f) Aliphatic Urethane (Note 1)

Note 1: These material requirements shall be according to the Special Provision for the Organic Zinc-Rich Paint System.

<u>Submittals.</u> At least 30 days prior to beginning field painting, the Contractor shall submit for the Engineer's review and acceptance, the following applicable plans, certifications and information for completing the field work. Field painting can not proceed until the submittals are accepted by the Engineer. Qualifications, certifications and QC plans for shop cleaning and painting shall be available for review by the QA Inspector.

a) Contractor/Personnel Qualifications. Except for miscellaneous steel items such as bearings, side retainers, expansion joint devices, and other items allowed by the Engineer, or unless stated otherwise in the contract, the shop painting Contractors shall be certified to perform the work as follows: the shop painting Contractor shall possess AISC Sophisticated Paint Endorsement or SSPC-QP3 certification. Evidence of current qualifications shall be provided.

Personnel managing the shop and field Quality Control program(s) for this work 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. Copies of the certification and/or experience shall be provided.

The personnel performing the QC tests for this work shall be trained in coatings inspection and the use of the testing instruments. Documentation of training shall be provided.

- b) Quality Control (QC) Program. The shop and field QC Programs 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 field program shall incorporate the IDOT Quality Control Daily Report form, as supplied by the Engineer.
- c) Field Cleaning and Painting 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 solvent cleaning, abrasive blast cleaning, washing, and power tool cleaning. The plan shall include the manufacturer's names of the materials that will be used, including Product Data Sheets and Material Safety Data Sheets (MSDS).

A letter or written instructions from the coating manufacturer shall be included, indicating the required drying time for each coat at the minimum, normal, and maximum application temperatures before the coating can be exposed to temperatures or moisture conditions that are outside of the published application parameters.

<u>Field Quality Control (QC) Inspections.</u> The Contractor shall perform first line, in process QC inspections of each phase of the work. The Contractor shall implement the submitted and accepted QC Program to insure that the work accomplished complies with these specifications. 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.

The Contractor shall have available at the shop or on the field site, all of the necessary inspection and testing equipment. The equipment shall be available for the Engineer's use when requested.

<u>Field Quality Assurance (QA) Observations</u>. The Engineer will conduct QA observations of any or all phases of the work. The Engineer's observations in no way relieve 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 cleaning and painting 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>Construction Requirements.</u> 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 protective devices are not being accomplished, as determined by the Engineer, work shall be immediately suspended until corrections are made. Painted surfaces damaged by any Contractor's operation shall be removed and repainted, as directed by the Engineer, at the Contractor's expense.

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.

<u>Surface and Weather Conditions</u>. 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 does not come in contact with surfaces cleaned or painted that day.

The surface temperature shall be at least 5°F (3°C) above the dew point during final surface preparation operations. The paint manufacturers' published literature shall be followed for specific temperature, dew point, and humidity restrictions during the application of each coat.

The Contractor shall monitor temperature, dew point, and 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. The Engineer has the right to reject any work that was performed under unfavorable weather conditions. Rejected work shall be removed, recleaned, and repainted at the Contractor's expense.

<u>Seasonal Restrictions on Field Cleaning and Painting.</u> Field cleaning and painting work shall be accomplished between April 15 and October 31 unless authorized otherwise by the Engineer in writing.

Inorganic Zinc-rich/ Waterborne Acrylic Paint system. This system shall be for shop and field application of the coating system, shop application of the intermediate and top coats will not be allowed.

In the shop, all structural steel designated to be painted shall be given one coat of inorganic zinc rich primer. In the field, before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed to remove dirt, oil, lubricants, oxidation products, and foreign substances. Washing shall involve the use of potable water at a pressure between 1000 psi (7 MPa) and 5000 psi (34 MPa) and according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. All damaged shop primed areas shall then be spot cleaned per SSPC-SP3 and spot primed with aluminum epoxy mastic. The structural steel shall then receive one full intermediate coat and one full topcoat of waterborne acrylic paint.

- a) Paint drips, spills, and overspray must be controlled. If containment is used to control paint drips, spills, and overspray, the containment shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur. 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.
- b) Coating Dry Film Thickness (dft), measured according to SSPC-PA2:
 Zinc Primer: 3 mils (75 microns) min., 6 mils (150 microns) max.
 Epoxy Mastic: 5 mils (125 microns) min., 7 mils (180 microns) max.
 Intermediate Coat: 2 mils (50 microns) min., 4 mils (100 microns) max.
 Topcoat: 2 mils (50 microns) min., 4 mils (100 microns) max.

The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 7 and 14 mils (180 and 355 microns).

- c) The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.
- d) Damage to the paint system shall be spot cleaned using SSPC-SP3. The cleaned areas shall be spot painted with a penetrating sealer as recommended by the manufacturer, which shall overlap onto the existing topcoat. Then the aluminum epoxy mastic shall be spot applied not to go beyond the area painted with the sealer. The acrylic intermediate and topcoat shall be spot applied to the mastic with at least a 6 inch (150 mm) overlap onto the existing topcoat.

Organic Zinc-Rich/ Epoxy/ Urethane Paint System. This system shall be for full shop application of the coating system, all contact surfaces shall be masked off prior to application of the intermediate and top coats.

Additional Surface Preparation. In addition to the requirements of Section 3.2.9 of the AASHTO/AWS D1.5/D1.5:2002 Bridge Welding Code (breaking thermal cut corners of stress carrying members), rolled and thermal cut corners to be painted with organic zinc primer shall be broken if they are sharper than a 1/16 in. (1.5 mm) radius. Corners shall be broken by a single pass of a grinder or other suitable device at a 45 degree angle to each adjoining surface prior to final blast cleaning, so the resulting corner approximates a 1/16 in. (1.5 mm) or larger radius after blasting. Surface anomalies (burrs, fins, deformations) shall also be treated to meet this criteria before priming.

In the shop, all structural steel designated to be painted shall be given one coat of organic zinc rich primer. Before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed to remove dirt, oil, lubricants, oxidation products, and foreign substances. Washing shall involve the use of potable water at a pressure between 1000 psi (7 MPa) and 5000 psi (34 MPa) and according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. All damaged shop primed areas shall then be spot cleaned per SSPC-SP3, and the structural steel shall then receive one full intermediate coat of epoxy and one full topcoat of aliphatic urethane.

- (a) Paint drips, spills, and overspray must be controlled. If containment is used to control paint drips, spills, and overspray, the containment shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur. 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.
- (b) Coating Dry Film Thickness (dft), measured according to SSPC-PA2:
 Organic Zinc-Rich Primer: 3 mils (75 microns) min., 5 mils (125 microns) max.
 Aluminum Epoxy Mastic: 5 mils (125 microns) min., 7 mils (180 microns) max.

Epoxy Intermediate Coat: 3 mils (75 microns) min., 6 mils (150 microns) max. Aliphatic Urethane Top Coat: 2.5 mils (65 microns) min., 4 mils (100 microns) max.

- (c) The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 8.5 and 15 mils (215 and 375 microns).
- (d) When specified on the plans or as requested by the Contractor, and approved by the Engineer, the epoxy intermediate and aliphatic urethane top coats shall be applied in the shop. All faying surfaces of field connections shall be masked off after priming and shall not receive the intermediate or top coats in the shop. The intermediate and top coats for field connections shall be applied, in the field, after erection of the structural steel is completed. The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.
- (e) Erection and handling damage to the shop applied system shall be spot cleaned using SSPC-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. The existing coating in the feathered area shall be roughened to insure proper adhesion of the repair coats. The areas cleaned to bare metal shall be spot painted with aluminum epoxy mastic. The intermediate and finish coat shall be spot applied to with at least a 6 inch (150 mm) overlap onto the existing finish coat.

Aluminum Epoxy Mastic/ Waterborne Acrylic Paint system. This system shall be for shop or field application of the entire coating system.

Before priming with aluminum epoxy mastic the steel the surfaces to be primed shall be prepared according to SSPC SP6 for Commercial Blast Cleaning. In the field, before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed to remove dirt, oil, lubricants, oxidation products, and foreign substances. Washing shall involve the use of potable water at a pressure between 1000 psi (7 MPa) and 5000 psi (34 MPa) and according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. All damaged shop primed areas shall then be spot cleaned per SSPC-SP3 and spot primed with aluminum epoxy mastic. The structural steel shall then receive one full intermediate coat of aluminum epoxy mastic and one full topcoat of waterborne acrylic paint.

- d) Paint drips, spills, and overspray must be controlled. If containment is used to control paint drips, spills, and overspray, the containment shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur. 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.
- e) Coating Dry Film Thickness (dft), measured according to SSPC-PA2: Epoxy Mastic Primer: 5 mils (125 microns) min., 7 mils (180 microns) max. Epoxy Mastic Intermediate Coat: 5 mils (125 microns) min., 7 mils (180 microns) max.

Acrylic Topcoat: 2 mils (50 microns) min., 4 mils (100 microns) max.

The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 12 and 18 mils (300 and 460 microns).

- f) The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.
- d) Damage to the paint system shall be spot cleaned using SSPC-SP3. The cleaned areas shall be spot painted with a penetrating sealer as recommended by the manufacturer, which shall overlap onto the existing topcoat. Then the aluminum epoxy mastic shall be spot applied not to go beyond the area painted with the sealer. The acrylic topcoat shall be spot applied to the mastic with at least a 6 inch (150 mm) overlap onto the existing topcoat.

The paint manufacturer's product data sheets shall be available for QA review in the shop and submitted to the Engineer prior to start of field work and the requirements as outlined in the data sheets shall be followed.

Special Instructions.

Painting Date/System Code. At the completion of the work, the Contractor shall stencil in contrasting color paint the date of painting the bridge, the painting Contractors name, and the paint type code from the Structure Information and Procedure Manual for the system used. 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 painting Contractor)" and shall show the month and year in which the painting was completed, followed by "CODE S" for the Inorganic Zinc/ Acrylic System, "CODE X" for the Organic Zinc/ Epoxy/ Urethane System, "CODE AB" for the Organic Zinc/ Epoxy/ Urethane System (shop applied), and "CODE U" for the Aluminum Epoxy Mastic/ Acrylic System all stenciled on successive lines. 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 both ends of the bridge facing traffic, or at some equally visible surface designated by the Engineer.

<u>Method of Measurement.</u> Shop cleaning and painting new structures will not be measured for payment. Field cleaning and painting will not be measured for payment except when performed under a contract that contains a separate pay item for this work.

Basis of Payment. This work will be paid for according to Article 506.07.

TEMPORARY SOIL RETENTION SYSTEM

Effective: December 30, 2002 Revised: January 1, 2007

<u>Description.</u> This work shall consist of designing, furnishing, installing, adjusting for stage construction when required and subsequent removal of the temporary soil retention system according to the dimensions and details shown on the plans and in the approved design submittal.

<u>General</u>. The temporary soil retention system shall be designed by the Contractor as a minimum, to retain the exposed surface area specified in the plans or as directed by the Engineer.

The design calculations and details for the temporary soil retention system proposed by the Contractor shall be submitted to the Engineer for approval. The calculations shall be prepared and sealed by an Illinois Licensed Structural Engineer. This approval will not relieve the Contractor of responsibility for the safety of the excavation. Approval shall be contingent upon acceptance by all involved utilities and/or railroads.

Construction. The Contractor shall verify locations of all underground utilities before installing any of the soil retention system components or commencing any excavation. Any disturbance or damage to existing structures, utilities or other property, caused by the Contractor's operation, shall be repaired by the Contractor in a manner satisfactory to the Engineer at no additional cost to the Department. The soil retention system shall be installed according to the Contractor's approved design, or as directed by the Engineer, prior to commencing any related excavation. If unable to install the temporary soil retention system as specified in the approved design, the Contractor shall have the adequacy of the design re-evaluated. Any reevaluation shall be submitted to the Engineer for approval prior to commencing the excavation adjacent to the area in question. The Contractor shall not excavate below the maximum excavation line shown in the approved design without the prior permission of the Engineer. The temporary soil retention system shall remain in place until the Engineer determines it is no longer required.

The temporary soil retention system shall be removed and disposed of by the Contractor when directed by the Engineer. When allowed, the Contractor may elect to cut off a portion of the temporary soil retention system leaving the remainder in place. The remaining temporary soil retention system shall be removed to a depth which will not interfere with the new construction, and as a minimum, to a depth of 12 in. (300 mm) below the finished grade, or as directed by the Engineer. Removed system components shall become the property of the Contractor.

When an obstruction is encountered, the Contractor shall notify the Engineer and upon concurrence of the Engineer, the Contractor shall begin working to break up, push aside, or remove the obstruction. An obstruction shall be defined as any object (such as but not limited to, boulders, logs, old foundations etc.) where its presence was not obvious or specifically noted on the plans prior to bidding, that cannot be driven or installed through or around, with normal driving or installation procedures, but requires additional excavation or other procedures to remove or miss the obstruction.

Method of Measurement. The temporary soil retention system furnished and installed according to the Contractor's approved design or as directed by the Engineer will be measured for payment in place, in square feet (square meters). The area measured shall be the vertical exposed surface area envelope of the excavation supported by temporary soil retention system.

Any temporary soil retention system cut off, left in place, or installed beyond those dimensions shown on the contract plans or the approved contractor's design without the written permission of the Engineer, shall not be measured for payment but shall be done at the contractor's own expense.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per square foot (square meter) for TEMPORARY SOIL RETENTION SYSTEM.

Payment for any excavation, related solely to the installation and removal of the temporary soil retention system and/or its components, shall not be paid for separately but shall be included in the unit bid price for TEMPORARY SOIL RETENTION SYSTEM. Other excavation, performed in conjunction with this work, will not be included in this item but shall be paid for as specified elsewhere in this contract.

Obstruction mitigation shall be paid for according to Article 109.04 of the Standard Specifications.

PIPE UNDERDRAINS FOR STRUCTURES

Effective: May 17, 2000 Revised: January 1, 2007

<u>Description</u>. This work shall consist of furnishing and installing a pipe underdrain system as shown on the plans, as specified herein, and as directed by the Engineer.

Materials. Materials shall meet the requirements as set forth below:

The perforated pipe drain shall be according to Article 601.02 of the Standard Specifications. Outlet pipes or pipes connecting to a separate storm sewer system shall not be perforated.

The drainage aggregate shall be a combination of one or more of the following gradations, FA1, FA2, CA5, CA7, CA8, CA11, or CA13 thru 15, according to Sections 1003 and 1004 of the Standard Specifications.

The fabric surrounding the drainage aggregate shall be Geotechnical Fabric for French Drains according to Article 1080.05 of the Standard Specifications.

<u>Construction Requirements.</u> All work shall be according to the applicable requirements of Section 601 of the Standard Specifications except as modified below.

The pipe underdrains shall consist of a perforated pipe drain situated at the bottom of an area of drainage aggregate wrapped completely in geotechnical fabric and shall be installed to the lines and gradients as shown on the plans.

Method of Measurement. Pipe Underdrains for Structures shall be measured for payment in feet (meters), in place. Measurement shall be along the centerline of the pipe underdrains. All connectors, outlet pipes, elbows, and all other miscellaneous items shall be included in the measurement. Concrete headwalls shall be included in the cost of Pipe Underdrains for Structures, but shall not be included in the measurement for payment.

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per foot (meter) for PIPE UNDERDRAINS FOR STRUCTURES of the diameter specified,. Furnishing and installation of the drainage aggregate, geotechnical fabric, forming holes in structural elements and any excavation required, will not be paid for separately, but shall be included in the cost of the pipe underdrains for structures.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

		Page
l.	General	1
II.	Nondiscrimination	1
III.	Nonsegregated Facilities	3
IV.	Payment of Predetermined Minimum Wage	3
V.	Statements and Payrolls	6
VI.	Record of Materials, Supplies, and Labor	7
VIII.	Safety: Accident Prevention	7
IX.	False Statements Concerning Highway Projects	7
Χ.	Implementation of Clean Air Act and Federal	
	Water Pollution Control Act	8
XI.	Certification Regarding Debarment, Suspension,	
	Ineligibility, and Voluntary Exclusion	8
XII.	Certification Regarding Use of Contract Funds for	
	Lobbying	9

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

Page 1

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:
 - 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.