

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

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RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting January 20, 2006

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

NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 83773
COOK County
Section 00-00218-00-FP (Evanston)
Route FAU 2832 (McCormick Boulevard)
Project ACM-8003(221)
District 1 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

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 must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).

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

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

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

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Preparation and submittal of bids	217/782-7806
Mailing of CD-ROMS	217/782-7806

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 83773
COOK County
Section 00-00218-00-FP (Evanston)
Project ACM-8003(221)
Route FAU 2832 (McCormick Boulevard)
District 1 Construction Funds**

The improvement consists of roadway reconstruction and resurfacing, storm sewer and drainage structure adjustments and installation, roadway lighting, traffic signal modernization, landscaping and all incidental work as necessary to complete the project on FAU Route 2832 (McCormick Boulevard) from Emerson Street to Green Bay Road in the City of Evanston.

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

RETURN WITH BID

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

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

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

The amount of the proposal guaranty check is _____ \$(_____). If this proposal is accepted and the undersigned shall fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.

Attach Cashier's Check or Certified Check Here	
In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.	
The proposal guaranty check will be found in the proposal for:	Item _____
	Section No. _____
	County _____

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

BD 354 (Rev. 11/2001)

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

STATE JOB #- C-91-281-02
 PPS NBR - 1-10189-0000

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 83773

ECMS002 DTGECM03 ECMR003 PAGE 1
 RUN DATE - 12/14/05
 RUN TIME - 183304

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
COOK	031	01	00-00218-00-FP (EVANSTON)	ACM-8003/221/000	FAU 2832

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
A2002024	T-AESCLUSUS GLA 3	EACH	10.000 X			=	
A2002120	T-AESCLUSUS HIP 2-1/2	EACH	10.000 X			=	
A2002520	T-CARP CAROL 2-1/2	EACH	10.000 X			=	
A2003224	T-CORYLUS COLU 3	EACH	10.000 X			=	
A2004424	T-GINKGO BILOBA 3	EACH	15.000 X			=	
A2005024	T-GYMNOCLA DIO 3	EACH	10.000 X			=	
A2005520	T-NYSSA SYLVAT 2-1/2	EACH	1.000 X			=	
A2005620	T-OSTRYA VIRG 2-1/2	EACH	10.000 X			=	
A2005716	T-PHELLO AMUR 2	EACH	10.000 X			=	
A2006520	T-QUERCUS BICOL 2-1/2	EACH	8.000 X			=	
A2006616	T-QUERCUS IMBR 2	EACH	7.000 X			=	
A2006720	T-QUERCUS MACR 2-1/2	EACH	7.000 X			=	
A2006820	T-QUERCUS MEUH 2-1/2	EACH	12.000 X			=	
A2007628	T-TAXODIUM DIS 3-1/2	EACH	2.000 X			=	
A2018720	T-ULMUS CARP MO 2-1/2	EACH	10.000 X			=	

FAU 2832
 00-00218-00-FP (EVANSTON)
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ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
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 RUN DATE - 12/14/05
 RUN TIME - 183304

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
A2022166	T-AESCLUS PAVIA 6'	EACH	1.000 X			=	
B2006070	T-SYRING PEK CL 8'	EACH	1.000 X			=	
B2010066	T-CHION VIRG CL 6'	EACH	1.000 X			=	
K1004469	PERENNIAL PLANTS P-TY	UNIT	6.000 X			=	
XX002957	REM & RE-E EXIST SIGN	EACH	1.000 X			=	
XX004970	TEMP PAVEMENT SUPER	SQ YD	439.000 X			=	
XX006400	LT PLE AND LUM INSTAL	EACH	3.000 X			=	
XX006401	TELEVIS OF MWRD INTER	FOOT	9,800.000 X			=	
XX006402	REM & RE-ER STNE WALL	LSUM	1.000 X			=	
XX006403	END SECTIONS 30, SPEC	L SUM	1.000 X			=	
XX006404	END SECTIONS 36, SPEC	L SUM	1.000 X			=	
XX006405	LIMESTONE SCREEN, 2	SQ YD	500.000 X			=	
XX006406	BRICK PAVERS (PERM)	SQ YD	605.000 X			=	
XX006407	AGG BSE COURS 15 SPEC	SQ YD	605.000 X			=	
XX006408	AUGERED PILE 18"	FOOT	360.000 X			=	

FAU 2832
 00-00218-00-FP (EVANSTON)
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ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 83773

ECMS002 DTGECM03 ECMR003 PAGE 3
 RUN DATE - 12/14/05
 RUN TIME - 183304

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
XX006416	END SECTIONS 24, SPEC	L SUM	1.000 X		=		
X0301834	STORM SEWER FILLED	FOOT	4,052.000 X		=		
X0321297	REM EX SIGN POST	EACH	1.000 X		=		
X0321556	SANITARY MANHOLE ADJ	EACH	3.000 X		=		
X0322032	STORM SEW WM REQ 10	FOOT	26.000 X		=		
X0322033	STORM SEW WM REQ 12	FOOT	752.000 X		=		
X0322035	STORM SEW WM REQ 18	FOOT	136.000 X		=		
X0322089	STORM SEW WM REQ 36	FOOT	133.000 X		=		
X0322125	STORM SEW WM REQ 24	FOOT	130.000 X		=		
X0322127	STORM SEW WM REQ 30	FOOT	170.000 X		=		
X0322525	STORM SEW WM REQ 21	FOOT	365.000 X		=		
X0323426	SED CONT DR ST INL CL	EACH	168.000 X		=		
X3550300	BIT BC SUPER 6	SQ YD	265.000 X		=		
X3550500	BIT BC SUPER 8	SQ YD	45.000 X		=		
X4020700	AGG SURF CSE B 8	SQ YD	100.000 X		=		

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ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 83773

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 RUN DATE - 12/14/05
 RUN TIME - 183304

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
X4021000	TEMP ACCESS- PRIV ENT	EACH	12.000 X				
X4022000	TEMP ACCESS- COM ENT	EACH	6.000 X				
X4023000	TEMP ACCESS- ROAD	EACH	10.000 X				
X4066414	BC SC SUPER "C" N50	TON	340.000 X				
X4066426	BC SC SUPER "D" N70	TON	2,450.000 X				
X4066616	BCBC SUP IL-19.0 N70	TON	580.000 X				
X4067100	P LB MM SU IL4.75 N50	TON	1,200.000 X				
X5121800	PERM STEEL SHT PILING	SQ FT	690.000 X				
X7015000	CHANGEABLE MESSAGE SN	CAL MO	4.000 X				
X8050015	SERV INSTALL POLE MT	EACH	2.000 X				
X8730027	ELCBL C GROUND 6 1C	FOOT	1,056.000 X				
X8730250	ELCBL C 20 3C TW SH	FOOT	852.000 X				
X8800020	SH LED 1F 3S MAM	EACH	10.000 X				
X8800035	SH LED 1F 3S BM	EACH	6.000 X				
X8800040	SH LED 1F 5S BM	EACH	3.000 X				

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 RUN DATE - 12/14/05
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
X8800045	SH LED 1F 5S MAM	EACH	3.000 X			=	
X8810610	PED SH LED 1F BM	EACH	2.000 X			=	
X8810620	PED SH LED 2F BM	EACH	4.000 X			=	
Z0001050	AGG SUBGRADE 12	SQ YD	27,700.000 X			=	
Z0019600	DUST CONTROL WATERING	UNIT	160.000 X			=	
Z0048665	RR PROT LIABILITY INS	L SUM	1.000 X			=	
Z0076600	TRAINEES	HOOR	1,500.000 X	0.80		=	1,200.00
20100110	TREE REMOV 6-15	UNIT	153.000 X			=	
20100210	TREE REMOV OVER 15	UNIT	275.000 X			=	
20101000	TEMPORARY FENCE	FOOT	8,500.000 X			=	
20101100	TREE TRUNK PROTECTION	EACH	113.000 X			=	
20101200	TREE ROOT PRUNING	EACH	113.000 X			=	
20101300	TREE PRUN 1-10	EACH	62.000 X			=	
20101350	TREE PRUN OVER 10	EACH	55.000 X			=	
20200100	EARTH EXCAVATION	CU YD	7,500.000 X			=	

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ECMS002 DTGECM03 ECMR003 PAGE 6
 RUN DATE - 12/14/05
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
20201200	REM & DISP UNS MATL	CU YD	2,535.000	X	=		
20400800	FURNISHED EXCAV	CU YD	150.000	X	=		
20700420	POROUS GRAN EMB SUBGR	CU YD	2,535.000	X	=		
20800150	TRENCH BACKFILL	CU YD	3,309.000	X	=		
21001000	GEOTECH FAB F/GR STAB	SQ YD	1,425.000	X	=		
21101615	TOPSOIL F & P 4	SQ YD	14,710.000	X	=		
21101815	COMPOST F & P 4	SQ YD	900.000	X	=		
21301072	EXPLOR TRENCH 72	FOOT	250.000	X	=		
25000310	SEEDING CL 4	ACRE	0.300	X	=		
25000400	NITROGEN FERT NUTR	POUND	206.000	X	=		
25000500	PHOSPHORUS FERT NUTR	POUND	206.000	X	=		
25000600	POTASSIUM FERT NUTR	POUND	206.000	X	=		
25100630	EROSION CONTR BLANKET	SQ YD	900.000	X	=		
25200110	SODDING SALT TOLERANT	SQ YD	14,710.000	X	=		
25200200	SUPPLE WATERING	UNIT	311.000	X	=		

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ILLINOIS DEPARTMENT OF TRANSPORTATION
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
25300600	TRANSP SALV TREES	EACH	11.000 X				
28000250	TEMP EROS CONTR SEED	POUND	350.000 X				
28000400	PERIMETER EROS BAR	FOOT	4,390.000 X				
28000510	INLET FILTERS	EACH	84.000 X				
28100105	STONE RIPRAP CL A3	SQ YD	60.000 X				
28100107	STONE RIPRAP CL A4	SQ YD	40.000 X				
28200200	FILTER FABRIC	SQ YD	100.000 X				
35101800	AGG BASE CSE B 6	SQ YD	500.000 X				
35300400	PCC BSE CSE 9	SQ YD	23,300.000 X				
35301200	HES PCC BSE CSE 9	SQ YD	825.000 X				
35400400	PCC BASE CSE W 9	SQ YD	101.000 X				
40300100	BIT MATLS PR CT	GALLON	4,400.000 X				
40600300	AGG PR CT	TON	45.000 X				
40600895	CONSTRUC TEST STRIP	EACH	1.000 X				
42001300	PROTECTIVE COAT	SQ YD	9,200.000 X				

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
42300400	PCC DRIVEWAY PAVT 8	SQ YD	80.000	X	=		
42400200	PC CONC SIDEWALK 5	SQ FT	14,010.000	X	=		
42400400	PC CONC SIDEWALK 7	SQ FT	3,140.000	X	=		
42400800	DETECTABLE WARNINGS	SQ FT	120.000	X	=		
44000007	BIT SURF REM 2	SQ YD	2,540.000	X	=		
44000011	BIT SURF REM 4	SQ YD	3,970.000	X	=		
44000100	PAVEMENT REM	SQ YD	23,820.000	X	=		
44000200	DRIVE PAVEMENT REM	SQ YD	425.000	X	=		
44000300	CURB REM	FOOT	200.000	X	=		
44000500	COMB CURB GUTTER REM	FOOT	11,075.000	X	=		
44000600	SIDEWALK REM	SQ FT	13,510.000	X	=		
44003100	MEDIAN REMOVAL	SQ FT	390.000	X	=		
44201349	CL C PATCH T1 10	SQ YD	50.000	X	=		
44201353	CL C PATCH T2 10	SQ YD	150.000	X	=		
44201357	CL C PATCH T3 10	SQ YD	150.000	X	=		

FAU 2832
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				DOLLARS	CENTS	DOLLARS	CTS
44201359	CL C PATCH T4 10	SQ YD	50.000 X		=		
50104400	CONC HDWL REM	EACH	4.000 X		=		
54216180	R C PIPE TEE 12P 12R	EACH	7.000 X		=		
54216185	R C PIPE TEE 15P 12R	EACH	3.000 X		=		
54216190	R C PIPE TEE 18P 12R	EACH	3.000 X		=		
54216195	R C PIPE TEE 21P 12R	EACH	3.000 X		=		
54216205	R C PIPE TEE 27P 12R	EACH	1.000 X		=		
550A0050	STORM SEW CL A 1 12	FOOT	1,089.000 X		=		
550A0340	STORM SEW CL A 2 12	FOOT	895.000 X		=		
550A0360	STORM SEW CL A 2 15	FOOT	400.000 X		=		
550A0380	STORM SEW CL A 2 18	FOOT	739.000 X		=		
550A0400	STORM SEW CL A 2 21	FOOT	664.000 X		=		
550A0410	STORM SEW CL A 2 24	FOOT	328.000 X		=		
550A0420	STORM SEW CL A 2 27	FOOT	250.000 X		=		
550A0430	STORM SEW CL A 2 30	FOOT	28.000 X		=		

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				DOLLARS	CENTS	DOLLARS	CTS
550A0450	STORM SEW CL A 2 36	FOOT	77.000 X		=		
550A0710	STORM SEW CL A 3 24	FOOT	54.000 X		=		
55100200	STORM SEWER REM 6	FOOT	157.000 X		=		
55100300	STORM SEWER REM 8	FOOT	568.000 X		=		
55100400	STORM SEWER REM 10	FOOT	199.000 X		=		
55100500	STORM SEWER REM 12	FOOT	344.000 X		=		
56100600	WATER MAIN 6	FOOT	28.000 X		=		
56100700	WATER MAIN 8	FOOT	5.000 X		=		
56106200	ADJ WATER MAIN 4	FOOT	50.000 X		=		
56106400	ADJ WATER MAIN 8	FOOT	50.000 X		=		
56106500	ADJ WATER MAIN 10	FOOT	50.000 X		=		
56106600	ADJ WATER MAIN 12	FOOT	50.000 X		=		
56400100	FIRE HYDNNTS TO BE MVD	EACH	2.000 X		=		
56400300	FIRE HYDNNTS TO BE ADJ	EACH	2.000 X		=		
56400500	FIRE HYDNNTS TO BE REM	EACH	2.000 X		=		

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				DOLLARS	CENTS	DOLLARS	CTS
56400600	FIRE HYDRANTS	EACH	1.000 X		=		
60107600	PIPE UNDERDRAINS 4	FOOT	518.000 X		=		
60200105	CB TA 4 DIA T1F OL	EACH	2.000 X		=		
60200305	CB TA 4 DIA T3F&G	EACH	52.000 X		=		
60200805	CB TA 4 DIA T8G	EACH	4.000 X		=		
60201320	CB TA 4 DIA T21F&G	EACH	6.000 X		=		
60207105	CB TC T3F&G	EACH	2.000 X		=		
60218400	MAN TA 4 DIA T1F CL	EACH	12.000 X		=		
60221100	MAN TA 5 DIA T1F CL	EACH	14.000 X		=		
60235700	INLETS TA T3F&G	EACH	24.000 X		=		
60249400	VALVE BOXES 6	EACH	2.000 X		=		
60250200	CB ADJUST	EACH	7.000 X		=		
60255500	MAN ADJUST	EACH	34.000 X		=		
60255800	MAN ADJ NEW T1F CL	EACH	1.000 X		=		
60257900	MAN RECONST	EACH	2.000 X		=		

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
60258200	MAN RECON NEW T1F CL	EACH	2.000 X				
60260100	INLETS ADJUST	EACH	3.000 X				
60265700	VV ADJUST	EACH	19.000 X				
60266600	VALVE BOX ADJ	EACH	5.000 X				
60300105	FR & GRATES ADJUST	EACH	1.000 X				
60300305	FR & LIDS ADJUST	EACH	2.000 X				
60406100	FR & LIDS T1 CL	EACH	2.000 X				
60500040	REMOV MANHOLES	EACH	5.000 X				
60500050	REMOV CATCH BAS	EACH	33.000 X				
60500060	REMOV INLETS	EACH	13.000 X				
60500105	FILL MANHOLES	EACH	15.000 X				
60500205	FILL CATCH BAS	EACH	1.000 X				
60600605	CONC CURB TB	FOOT	170.000 X				
60603800	COMB CC&G TB6.12	FOOT	95.000 X				
60604400	COMB CC&G TB6.18	FOOT	9,731.000 X				

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
60605000	COMB CC&G TB6.24	FOOT	686.000 X			=	
60609200	COMB CC&G TM6.12	FOOT	350.000 X			=	
66400105	CH LK FENCE 4	FOOT	295.000 X			=	
66400205	CH LK FENCE 5	FOOT	277.000 X			=	
66400520	CH LK FENCE 12	FOOT	576.000 X			=	
66410300	CH LK FENCE REMOV	FOOT	1,294.000 X			=	
66410400	CH LK FENCE REM & RE	FOOT	150.000 X			=	
67000400	ENGR FIELD OFFICE A	CAL MO	12.000 X			=	
67100100	MOBILIZATION	L SUM	1.000 X			=	
70101700	TRAF CONT & PROT	L SUM	1.000 X			=	
70300510	PAVT MARK TAPE T3 L&S	SQ FT	36.400 X			=	
70300520	PAVT MARK TAPE T3 4	FOOT	4,397.000 X			=	
70300540	PAVT MARK TAPE T3 6	FOOT	122.000 X			=	
70300610	TEMP PT PAVT MK L&S	SQ FT	145.600 X			=	
70300625	TEMP PT PVT M LINE 4	FOOT	4,305.000 X			=	

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
70300635	TEMP PT PVT M LINE 6	FOOT	204.000 X		=		
70300660	TEMP PT PVT M LINE 24	FOOT	35.000 X		=		
70301000	WORK ZONE PAVT MK REM	SQ FT	1,320.000 X		=		
72000100	SIGN PANEL T1	SQ FT	368.500 X		=		
72400100	REMOV SIN PAN ASSY TA	EACH	45.000 X		=		
72400500	RELOC SIN PAN ASSY TA	EACH	14.000 X		=		
72800100	TELES STL SIN SUPPORT	FOOT	80.000 X		=		
72900100	METAL POST TY A	FOOT	310.000 X		=		
72900200	METAL POST TY B	FOOT	244.000 X		=		
73000100	WOOD SIN SUPPORT	FOOT	242.000 X		=		
73100100	BASE TEL STL SIN SUPP	EACH	5.000 X		=		
78000100	THPL PVT MK LTR & SYM	SQ FT	724.000 X		=		
78000200	THPL PVT MK LINE 4	FOOT	16,272.000 X		=		
78000400	THPL PVT MK LINE 6	FOOT	2,900.000 X		=		
78000600	THPL PVT MK LINE 12	FOOT	1,350.000 X		=		

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
78000650	THPL PVT MK LINE 24	FOOT	350.000 X				
78001100	PT PVT MK LTRS & SYMB	SQ FT	16.000 X				
78001110	PAINT PVT MK LINE 4	FOOT	154.000 X				
78100100	RAISED REFL PAVT MKR	EACH	386.000 X				
78300200	RAISED REF PVT MK REM	EACH	10.000 X				
80700140	GROUND ROD 5/8 X 10	EACH	17.000 X				
81000600	CON T 2 GALVS	FOOT	964.000 X				
81000700	CON T 2 1/2 GALVS	FOOT	242.000 X				
81001000	CON T 4 GALVS	FOOT	109.000 X				
81018500	CON P 2 GALVS	FOOT	45.000 X				
81018600	CON P 2 1/2 GALVS	FOOT	505.000 X				
81018900	CON P 4 GALVS	FOOT	313.000 X				
81400100	HANDHOLE	EACH	8.000 X				
81400115	HANDHOLE TO BE ADJUST	EACH	6.000 X				
81400200	HD HANDHOLE	EACH	3.000 X				

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE		
				DOLLARS	CENTS	DOLLARS	CTS	
81400300	DBL HANDHOLE	EACH	2.000	X				
81500200	TR & BKFIL F ELECT WK	FOOT	1,665.000	X				
81600320	UD 2#6 #8G XLP USE 1	FOOT	2,330.000	X				
81800330	A CBL 3-1C6 MESS WIRE	FOOT	2,330.000	X				
83600200	LIGHT POLE FDN 24D	FOOT	109.000	X				
83600215	LIGHT POLE FDN 24D OS	FOOT	27.000	X				
84200700	LIGHTING FDN REMOV	EACH	18.000	X				
84400105	RELOC EX LT UNIT	EACH	14.000	X				
85000200	MAIN EX TR SIG INSTAL	EACH	3.000	X				
85700205	FAC T4 CAB SPL	EACH	2.000	X				
87301215	ELCBL C SIGNAL 14 2C	FOOT	642.000	X				
87301225	ELCBL C SIGNAL 14 3C	FOOT	1,817.000	X				
87301245	ELCBL C SIGNAL 14 5C	FOOT	2,666.000	X				
87301255	ELCBL C SIGNAL 14 7C	FOOT	806.000	X				
87301305	ELCBL C LEAD 14 1PR	FOOT	1,390.000	X				

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
87301805	ELCBL C SERV 6 2C	FOOT	406.000 X		=		
87502480	TS POST GALVS 14	EACH	2.000 X		=		
87502500	TS POST GALVS 16	EACH	1.000 X		=		
87502520	TS POST GALVS 18	EACH	2.000 X		=		
87700110	S MAA & P 14	EACH	1.000 X		=		
87700160	S MAA & P 24	EACH	1.000 X		=		
87700190	S MAA & P 30	EACH	2.000 X		=		
87700210	S MAA & P 34	EACH	2.000 X		=		
87700220	S MAA & P 36	EACH	1.000 X		=		
87800100	CONC FDN TY A	FOOT	20.000 X		=		
87800200	CONC FDN TY D	FOOT	8.000 X		=		
87800400	CONC FDN TY E 30D	FOOT	105.000 X		=		
87900200	DRILL EX HANDHOLE	EACH	5.000 X		=		
88200100	TS BACKPLATE	EACH	13.000 X		=		
88500100	INDUCTIVE LOOP DETECT	EACH	8.000 X		=		

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
88600100	DET LOOP T1	FOOT	1,050.000 X				
88700200	LIGHT DETECTOR	EACH	5.000 X				
88700300	LIGHT DETECTOR AMP	EACH	2.000 X				
88800100	PED PUSH-BUTTON	EACH	6.000 X				
89502375	REMOV EX TS EQUIP	EACH	2.000 X				
89502380	REMOV EX HANDHOLE	EACH	8.000 X				
89502385	REMOV EX CONC FDN	EACH	6.000 X				
TOTAL						\$	

NOTE:

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

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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.

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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.

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I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

C. Educational Loan

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

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

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

D. Bid-Rigging/Bid Rotating

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

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

RETURN WITH BID

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

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

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

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

E. International Anti-Boycott

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

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

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

F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. ADDENDA

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

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

CERTIFICATION STATEMENT

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

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the 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 per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

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

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

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

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

D. Bidders Submitting More Than One Bid

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

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

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information)

NAME:

ADDRESS

Type of ownership/distributable income share:

stock sole proprietorship Partnership other: (explain on separate sheet): % or \$ value of ownership/distributable income share:

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

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

Yes ___ No ___

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary.

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- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___

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

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

Yes ___ No ___

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

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

- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor?

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

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

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

APPLICABLE STATEMENT

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

Completed by: _____
Name of Authorized Representative (type or print)

Completed by: _____
Title of Authorized Representative (type or print)

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

NOT APPLICABLE STATEMENT

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

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

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date _____

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print), Title of Authorized Representative (type or print), Signature of Authorized Representative, Date

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SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 83773
COOK County
Section 00-00218-00-FP (Evanston)
Project ACM-8003(221)
Route FAU 2832 (McCormick Boulevard)
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

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ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 83773
COOK County
Section 00-00218-00-FP (Evanston)
Project ACM-8003(221)
Route FAU 2832 (McCormick Boulevard)
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL) Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP) Firm Name _____
By _____
Business Address _____
Name and Address of All Members of the Firm: _____

(IF A CORPORATION) Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) Attest _____
Signature _____
Business Address _____

(IF A JOINT VENTURE) Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

Attest _____
Signature _____
Business Address _____

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

RETURN WITH BID



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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

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

PRINCIPAL SURETY
(Company Name)
By: (Signature & Title) By: (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

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

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

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

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

My commission expires Notary Public

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

Electronic Bid Bond ID# Company/Bidder Name Signature and Title

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 83773
COOK County
Section 00-00218-00-FP (Evanston)
Project ACM-8003(221)
Route FAU 2832 (McCormick Boulevard)
District 1 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., January 20, 2006. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 83773
COOK County
Section 00-00218-00-FP (Evanston)
Project ACM-8003(221)
Route FAU 2832 (McCormick Boulevard)
District 1 Construction Funds**

The improvement consists of roadway reconstruction and resurfacing, storm sewer and drainage structure adjustments and installation, roadway lighting, traffic signal modernization, landscaping and all incidental work as necessary to complete the project on FAU Route 2832 (McCormick Boulevard) from Emerson Street to Green Bay Road in the City of Evanston.

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

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

By Order of the
Illinois Department of Transportation

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

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FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS
Adopted March 1, 2005

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-02) (Revised 3-1-05)

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701	"Flagger Certification" (Eff. 1-1-93) (Rev. 1-1-02).....	
702	"Construction and Maintenance Signs" (Eff 1-1-04) Developed by the Bureau of Local Roads & Streets to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs.	
1004	"Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1-1-02). Developed by the Bureau of Materials & Physical Research, the Bureau of Local Roads & Streets, and Local Agencies to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt.	
1013	"Rock Salt (Sodium Chloride)" (Eff. 8-1-69) (Rev. 1-1-02).....	

BDE SPECIAL PROVISIONS
For The January 20 and March 10, 2006 Lettings

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

<u>File Name</u>	<u>PG #</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099		Accessible Pedestrian Signals (APS)	April 1, 2003	
* 80156	93	X Aggregate Shipping Tickets	Jan. 1, 2006	
80108		Asbestos Bearing Pad Removal	Nov. 1, 2003	
72541		Asbestos Waterproofing Membrane and Asbestos Bituminous Concrete Surface Removal	June 1, 1989	June 30, 1994
80128	94	X Authority of Railroad Engineer	July 1, 2004	
80065		Bituminous Base Course/Widening Superpave	April 1, 2002	Aug. 1, 2005
80050	95	X Bituminous Concrete Surface Course	April 1, 2001	April 1, 2003
80142	96	X Bituminous Equipment, Spreading and Finishing Machine	Jan. 1, 2005	
80066		Bridge Deck Construction	April 1, 2002	April 1, 2004
50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
50531		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Aug. 1, 2001
80118		Butt Joints	April 1, 2004	April 1, 2005
80031	97	X Calcium Chloride Accelerator for Portland Cement Concrete Patching	Jan. 1, 2001	
80077		Chair Supports	Nov. 1, 2002	Nov. 2, 2002
80051	98	X Coarse Aggregate for Trench Backfill, Backfill and Bedding	April 1, 2001	Nov. 1, 2003
80094	105	X Concrete Admixtures	Jan. 1, 2003	July 1, 2004
80112		Concrete Barrier	Jan. 1, 2004	April 2, 2004
80102		Corrugated Metal Pipe Culverts	Aug. 1, 2003	July 1, 2004
80114	110	X Curing and Protection of Concrete Construction	Jan. 1, 2004	Nov. 1, 2005
80146	118	X Detectable Warnings	Aug. 1, 2005	
80029	120	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	June 22, 2005
80144		Elastomeric Bearings	April 1, 2005	
31578	128	X Epoxy Coating on Reinforcement	April 1, 1997	Jan. 1, 2003
80041		Epoxy Pavement Marking	Jan. 1, 2001	Aug. 1, 2003
80055	129	X Erosion and Sediment Control Deficiency Deduction	Aug. 1, 2001	Nov. 1, 2001
80103	130	X Expansion Joints	Aug. 1, 2003	
* 80101	131	X Flagger Vests	April 1, 2003	Jan. 1, 2006
80079	132	X Freeze-Thaw Rating	Nov. 1, 2002	
80072	133	X Furnished Excavation	Aug. 1, 2002	Nov. 1, 2004
80054	134	X Hand Vibrator	Nov. 1, 2003	
80147		Illuminated Sign	Aug. 1, 2005	
80109		Impact Attenuators	Nov. 1, 2003	
80110		Impact Attenuators, Temporary	Nov. 1, 2003	April 1, 2004
80104	135	X Inlet Filters	Aug. 1, 2003	
80080		Insertion Lining of Pipe Culverts	Nov. 1, 2002	Aug. 1, 2003
80150	137	X Light Emitting Diode (LED) Pedestrian Signal Head	Nov. 1, 2005	
80067	135	X Light Emitting Diode (LED) Signal Head	April 1, 2002	Nov. 1, 2005
80081		Lime Gradation Requirements	Nov. 1, 2002	
80133		Lime Stabilized Soil Mixture	Nov. 1, 2004	April 1, 2005
80045		Material Transfer Device	June 15, 1999	March 1, 2001
80137		Minimum Lane Width with Lane Closure	Jan. 1, 2005	
80138		Mulching Seeded Areas	Jan. 1, 2005	
80082		Multilane Pavement Patching	Nov. 1, 2002	
80129		Notched Wedge Longitudinal Joint	July 1, 2004	
80069		Organic Zinc-Rich Paint System	Nov. 1, 2001	Aug. 1, 2003

<u>File Name</u>	<u>PG</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80116	141	X	Partial Payments	Sept. 1, 2003	
80013			Pavement and Shoulder Resurfacing	Feb. 1, 2000	July 1, 2004
53600			Pavement Thickness Determination for Payment	April 1, 1999	Jan. 1, 2004
* 80022	142	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80155	144	X	Payrolls and Payroll Records	Aug. 10, 2005	
80130	146	X	Personal Protective Equipment	July 1, 2004	
* 80148	147	X	Planting Woody Plants	Jan. 1, 2006	
80134			Plastic Blockouts for Guardrail	Nov. 1, 2004	
80073			Polymer Modified Emulsified Asphalt	Nov. 1, 2002	
80119			Polyurea Pavement Marking	April 1, 2004	
80124	148	X	Portable Changeable Message Signs	Nov. 1, 1993	April 2, 2004
80139	149	X	Portland Cement	Jan. 1, 2005	Nov. 1, 2005
80083	150	X	Portland Cement Concrete	Nov. 1, 2002	
80036	151	X	Portland Cement Concrete Patching	Jan. 1, 2001	Jan. 1, 2004
419	155	X	Precast Concrete Products	July 1, 1999	Nov. 1, 2004
80120			Precast, Prestressed Concrete Members	April 1, 2004	
80084	156	X	Preformed Recycled Rubber Joint Filler	Nov. 1, 2002	
80015			Public Convenience and Safety	Jan. 1, 2000	
80121			PVC Pipeliner	April 1, 2004	April 1, 2005
80122			Railroad, Full-Actuated Controller and Cabinet	April 1, 2004	
* 34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
* 80157	157	X	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80105			Raised Reflective Pavement Markers (Bridge)	Aug. 1, 2003	
80011	159	X	RAP for Use in Bituminous Concrete Mixtures	Jan. 1, 2000	April 1, 2002
* 80151	163	X	Reinforcement Bars	Nov. 1, 2005	Nov. 2, 2005
80032			Remove and Re-Erect Steel Plate Beam Guardrail and Traffic Barrier Terminals	Jan. 1, 2001	Jan. 1, 2005
80085			Sealing Abandoned Water Wells	Nov. 1, 2002	
80131	165	X	Seeding and Sodding	July 1, 2004	Aug. 1, 2005
80152	168	X	Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	
80132	174	X	Self-Consolidating Concrete for Precast Products	July 1, 2004	Nov. 1, 2005
80096			Shoulder Rumble Strips	Jan. 1, 2003	
80140			Shoulder Stabilization at Guardrail	Jan. 1, 2005	
80135			Soil Modification	Nov. 1, 2004	April 1, 2005
80070			Stabilized Subbase and Bituminous Shoulders Superpave	April 1, 2002	Aug. 1, 2005
80127			Steel Cost Adjustment	April 2, 2004	July 1, 2004
80153			Steel Plate Beam Guardrail	Nov. 1, 2005	
80143	176	X	Subcontractor Mobilization Payments	April 2, 2005	
80086	177	X	Subgrade Preparation	Nov. 1, 2002	
80136	178	X	Superpave Bituminous Concrete Mixture IL-4.75	Nov. 1, 2004	
80010	182	X	Superpave Bituminous Concrete Mixtures	Jan. 1, 2000	April 1, 2004
80039			Superpave Bituminous Concrete Mixtures (Low ESAL)	Jan. 1, 2001	April 1, 2004
80075			Surface Testing of Pavements	April 1, 2002	Nov. 1, 2005
80145			Suspension of Slipformed Parapets	June 11, 2004	
80092			Temporary Concrete Barrier	Oct. 1, 2002	Nov. 1, 2003
80087	189	X	Temporary Erosion Control	Nov. 1, 2002	
80008			Temporary Module Glare Screen System	Jan. 1, 2000	
80106			Temporary Portable Bridge Traffic Signals	Aug. 1, 2003	
80098			Traffic Barrier Terminals	Jan. 1, 2003	
57291	191	X	Traffic Control Deficiency Deduction	April 1, 1992	Jan. 1, 2005
20338	192	X	Training Special Provisions	Oct. 15, 1975	
80107			Transient Voltage Surge Suppression	Aug. 1, 2003	
80123	195	X	Truck Bed Release Agent	April 1, 2004	
80154			Turf Reinforcement Mat	Nov. 1, 2005	

<u>File Name</u>	<u>PG</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80149			Variable Spaced Tining	Aug. 1, 2005	
80048	196	X	Weight Control Deficiency Deduction	April 1, 2001	Aug. 1, 2002
80090	198	X	Work Zone Public Information Signs	Sept. 1, 2002	Jan. 1, 2005
* 80125			Work Zone Speed Limit Signs	April 2, 2004	Jan. 1, 2006
80126			Work Zone Traffic Control	April 2, 2004	Nov. 1, 2005
80097			Work Zone Traffic Control Devices	Jan. 1, 2003	Nov. 1, 2004
80071	200	X	Working Days	Jan. 1, 2002	

The following special provisions have been **deleted** from use:

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

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

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

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2002, (hereinafter referred to as the Standard Specifications); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; 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 2832 (McCormick Blvd.), Section: 00-00218-00-FP, Job No. in Cook County, City of Evanston, and in case of conflict with any part of parts of said specifications, the said Special Provisions shall take precedence and shall govern.

Location of Project

Along McCormick Blvd., the project begins at station 14+00, a point on the centerline of F.A.U Route 2832 (McCormick Blvd.) 37 feet north of the centerline of Golf Road, and extends in a northerly direction for 4,632.05 feet (0.90 miles) to Green Bay Road. Along Green Bay Road from 464 feet west of the centerline of McCormick Blvd. and extends in an easterly direction for 679.32 feet (0.10 miles).

Description of Project

This improvement consists of roadway reconstruction and resurfacing, storm sewer and drainage structure adjustments and installation, roadway lighting, traffic signal modernization, landscaping, striping and all incidental and collateral work as necessary to complete the improvement shown herein and as described in the specifications.

Maintenance of Roadways

Effective: September 30, 1985

Revised: November 1, 1996

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

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

Interim Completion Dates

The Contractor shall schedule his operations so as to complete all Pre-Stage I work (Sewer Outfalls I, II, and III), as described on the Maintenance of Traffic Typical Sections and Notes sheets, and have all existing lanes safely open to traffic by 11:59 PM on April 30, 2006.

The contractor shall also schedule his operations so as to complete all Stage III work (Bridge Street to Green Bay Road), as described on the Maintenance of Traffic Typical Sections and Notes sheets, and have all existing lanes open to traffic by 11:59 PM on August 18, 2006.

The contractor shall note that this interim completion date is based on an expedited schedule. Article 108.09 of the Standard Specifications or Special Provision for Failure to Complete the Work on Time, if included in this contract, shall apply to these interim completion dates.

Completion Date Contract

The Contractor shall schedule his operations so as to complete all work included in this contract on or before October 31, 2006 in accordance with Article 108.05 (a), including all seeding, striping and landscaping. This contract assumes a construction start date of no later than March 6, 2006. The Contractor shall note that this completion date is based on an expedited work schedule.

Failure to Complete the Work On-Time (Interim Completion)

Effective: September 30, 1985 Revised: June 28, 1996

Should the Contractor fail to complete the work on or before the completion date as specified in the Special Provision for "Completion Date", or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$1300 not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

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

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

Failure to Complete the Work On-Time

Effective: September 30, 1985 Revised: June 28, 1996

Should the Contractor fail to complete the work on or before the completion date as specified in the Special Provision for "Completion Date", or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$1300 not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

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

Work Restrictions

Permanent lane closures and use of temporary pavement as a driving surface shall not be allowed prior to March 20, 2006, weather permitting, at the discretion of the Engineer. Prior to that date, no construction requiring barricades to be left in the roadway overnight shall be allowed. All trenches shall be properly filled and graded at the conclusion of each day.

McCormick Boulevard shall remain open to two way traffic at all times between Bridge Street and Green Bay Road. The roadway from Bridge Street to Green Bay Road may be fully closed during summer recess for School District 65 between June 12, 2006 and August 18, 2006.

Existing Utilities

Existing utilities are shown on the plans according to information obtained from utility companies, municipalities and surveys. The City does not guarantee the accuracy or completeness of this information

Status of Utilities to be Adjusted

Contractor shall coordinate his/her operations with the following utility companies during construction:

<u>Name of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Dates for Start & Completion of Relocation or Adjustment</u>
Nicor 1844 Ferry Road Naperville, IL 60563 Attn: Scott Stogsdill	Relocate 2" Gas Main	Sta. 17+60 to 17+70 Lt, Sta. 19+00 to 19+10 Lt,	Completion Date: During Construction
	Relocate 8" Gas	Sta. 39+10 Rt.	
	Relocate 12" Gas Main	Sta. 39+15 Rt.	
	Gas Valve Adjustment	Sta. 11+29 Lt. (Prairie) Sta. 8+39 Lt. (Green Bay)	

<u>Name of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Dates for Start & Completion of Relocation or Adjustment</u>
SBC 2004 Miner Street Des Plaines, IL 60016 Attn: Brian Migliorese	Adjust Manholes	Sta. 11+08 Lt. (Prairie), Sta. 58+13 Rt., Sta. 3+85 Rt. (Green Bay), Sta. 3+91 Rt. (Green Bay)	Completion Date: During Construction
ComEd Libertyville Business Office 1500 Franklin Boulevard Libertyville, IL 60048 Attn: Laurel Robinson	Bury Overhead Wires	Sta. 41+85 Rt. To Sta. 57+50 Rt.	Completion Date: Prior to Construction
	Adjust Manholes	Sta. 4+60 Lt. (Green Bay)	Completion Date: During Construction
Metropolitan Water Reclamation District 111 East Erie Street Chicago, IL 60611-3154	Adjust Manholes	Sta. 18+46 Rt., Sta. 22+60 Rt., Sta. 27+69 Rt., Sta. 31+85 Rt., Sta. 38+95 Rt., Sta. 46+06 Rt., Sta. 49+10 Rt., Sta. 50+59 Rt., Sta. 57+72 Rt.	Included in Contract City of Evanston is Processing Local Sewer Permit Application Number: 04-343

Sewer work may not begin until the MWRDGC Permit is issued.

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

Protection of Existing Trees

The Contractor shall be responsible for taking measures to minimize damage to tree limbs, tree trunks, and tree roots at each work site. All such measures shall be included in the contract price for other work except that payment will be made for TREE TRUNK PROTECTION, TEMPORARY FENCE, TREE ROOT PRUNING, and TREE PRUNING. The City of Evanston Ordinances related to tree protection apply except as stated or modified herein.

A. Earth Saw Cut of Tree Roots (Root Pruning):

1. Whenever proposed excavation falls within a drip-line of a tree, the Contractor shall:
 - a. Root prune 6-inches behind and parallel to the proposed edge of trench a neat, clean vertical cut to a minimum depth directed by the City through all affected tree roots.
 - b. Root prune to a maximum width of 4-inches using a "Vermeer" wheel, or other similar machine. Trenching machines will not be permitted.
 - c. Exercise care not to cut any existing utilities.
 - d. If during construction it becomes necessary to expose tree roots which have not been pre-cut, **the City shall be notified** and the Contractor shall provide a clean, vertical cut at the proper root location, nearer the tree trunk, as necessary, by means of hand-digging and trimming with chain saw or hand saw. Ripping, shredding, shearing, chopping or tearing will not be permitted.
2. Whenever curb and gutter is removed for replacement, or excavation for removal of or construction of a structure is within the drip line/root zone of a tree, the Contractor shall:
 - a. Root prune 6-inches behind the curbing so as to neatly cut the tree roots.
 - b. Depth of cut shall be 12 inches for curb removal and replacement and 24 inches for structural work. Any roots encountered at a greater depth shall be neatly saw cut at no additional cost.
 - c. Locations where earth saw cutting of tree roots is required will be marked in the field by the Engineer.
3. All root pruning work is to be performed through the services of a licensed tree expert to be approved by the Engineer / City.

Root pruning will be paid for at the contract unit price each for TREE ROOT PRUNING, which price shall be payment for all labor, materials and equipment.

B. Temporary Fence:

1. The Contractor shall erect a temporary fence around all trees within the construction area to establish a "tree protection zone" before any work begins or any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored or vehicles driven or parked within the "tree protection zone".
2. The exact location and establishment of the "tree protection zone" fence shall be approved by the City prior to setting the fence.
3. The fence shall be erected on three sides of the tree at the drip-line of the tree or as determined by the City.
4. Construction area is defined as all areas within 20-feet each side of water or sewer main location.
5. All work within the "tree protection zone" shall have the Engineer's prior approval. All slopes and other areas not regarded should be avoided so that unnecessary damage is not done to the existing turf, tree root system or ground cover.
6. The grade within the "tree protection zone" shall not be changed unless approved by the Engineer prior to making said changes or performing the work.

The fence shall be similar to wood lath snow fence (48 inches high), plastic poly-type or any other type of highly visible barrier approved by the Engineer. This fence shall be properly maintained and shall remain up until final restoration, unless the Engineer directs removal otherwise. Tree fence shall be supported using T-Post style fence posts. **Utilizing re-bar as a fence post will not be permitted.**

Temporary fence will be paid for at the contract unit price per foot for TEMPORARY FENCE, which price shall include furnishing, installing, maintaining, and removing.

C. Augering/Saw Cutting Requirements:

<u>TREE DIAMETER (DBH)</u>	<u>AUGERING/SAW CUTTING SPECIFICATION</u>
2 - 9 inch in diameter	Auger or saw cut 6-foot from face of tree in all directions if trench is located within this radius.
10 - 14 inch. in diameter	Auger or saw cut 10-feet from face of tree in all directions if trench is located within this radius.
15 - 19 inch. in diameter	Auger or saw cut 12-feet from face of tree in all directions if trench is located within this radius.
Over 19 inch in diameter	Saw cut 15-feet from face of tree in all directions if trench is located within this radius.

DBH = Diameter Breast Height, measured at 4.5-ft. above ground.

These augering specifications can be amended as needed by the City Forester.

D. Tree Limb Pruning

1. The Contractor shall inspect the work site in advance and arrange with the Evanston Parks/Forestry Division (847-866-2912) to have any tree limbs pruned that might be damaged by equipment operations at least one week prior to the start of construction. Any tree limbs that are broken by construction equipment after the initial pruning must be reported to the City within 24 hours. Any correction cuts that are necessary will be pruned by the City at the Contractor's expense.

E. Removal of Driveway Pavement and Sidewalk:

1. In order to minimize the potential damage to the tree root system(s), the Contractor will not be allowed to operate any construction equipment or machinery within the "tree protection zone" located between the curb and the right-of-way property line.
2. Sidewalk to be removed in the areas adjacent to the "tree protection zones" shall be removed with equipment operated from the street pavement. Removal equipment shall be Gradall (or similar method), or by hand or a combination of these methods. The method of removal shall be approved by the Engineer prior to commencing any work.
3. Any pavement or pavement related work that is removed shall be immediately disposed of from the area and shall not be stockpiled or stored within the parkway area under any circumstances.

F. Backfilling and Mulching:

1. All backfill material within the turf area in back of the curb, which is not selected trench backfill material, shall be pulverized topsoil meeting the requirements of Article 717.04 of the Standard Specifications. Excavated spoil material will not be permitted as an acceptable backfill material. Prior to placing the topsoil and/or sod, in areas outside the protection zone, the existing ground shall be disked to a depth no greater than one inch (1"), unless otherwise directed by the Engineer. No grading will be allowed within the drip-line of any tree unless directed by the Engineer.
2. The Contractor shall provide shredded tree bark mulch meeting the requirements of Article 717.05 of the Standard Specifications around all trees meeting the requirements stated below. The area of mulching will depend on the size, location and adjacent grades, but shall be a minimum of three inches (3") deep. In no cases will the limits of the mulch material be less than the area of existing mulch and/or less than 24" from the face of the tree unless otherwise directed by the Engineer. Include trees that have existing mulch and those six inches (6") or less in diameter. Tree mulching will not be paid for separately but shall be incidental to the specified plant.

G. Damages:

1. In the event that a tree not scheduled for removal is injured such that potential irreparable damage may ensue, as determined by the City, the Contractor shall be held liable in the amount of \$100 per inch diameter of the tree. The Contractor shall cause to be paid to the City of Evanston either by direct payment to the City or a deduction from the contract the full amount determined by the formula.
2. The Contractor shall be required to remove the damaged tree and replace it on a three to one (3:1) basis, at his own expense. The city will select replacement trees from the pay items already established in the contract.
3. The Contractor shall place extreme importance upon the protection and care of trees and shrubs which are to remain during all times of this improvement. It is of paramount importance to the City of Evanston that the trees and shrubs which are to remain are adequately protected by the Contractor and made safe from harm and potential damage from the operations and construction of this improvement. If the Contractor is found to be in violation of storage or operations within the "tree protection zone" or construction activities not approved by the Engineer, a penalty shall be levied against the Contractor with the monies being deducted from the contract. The amount of the penalty shall be two hundred fifty dollars (\$250.00) per occurrence per day.

Porous Granular Embankment, Subgrade

Effective: September 30, 1985

Revised: November 1, 1996

This work consists of furnishing, placing, and compacting porous granular material to the lines and grades shown on the plans or as directed by the Engineer in accordance with applicable portions of Section 207 of the Standard Specifications. The material shall be used as a bridging layer over soft, bumpy, loose soil and for placing under water and shall conform with Article 1004.06 of the Standard Specifications except the gradation shall be as follows:

1. Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete

<u>Sieve Size</u>	<u>Percent Passing</u>
6 inches	97±3
4 inches	90±10in
2 inches	45±25
#200	5±5

2. Gravel, Crushed Gravel and Pit Run Gravel

<u>Sieve Size</u>	<u>Percent Passing</u>
6 inches	97±3
4 inches	90±10in
2 inches	55±25
#4	30±20
#200	5±5

* For undercut greater than 18 inches the percent passing the 6 inch sieve may be 90±10 and the 4 inch sieve requirements eliminated.

The porous granular material shall be placed in one lift when the total thickness to be placed is 2' or less or as directed by the Engineer. Each lift of the porous granular material shall be rolled with a vibratory roller meeting the requirements of Article 1101.01 of the Standard Specifications to obtain the desired keying or interlock and compaction. The Engineer shall verify that adequate keying has been obtained.

A 3 inch nominal thickness top lift of capping aggregate having a gradation of CA 6 will be required when Aggregate Subgrade is not specified in the contract and Porous Granular Embankment, Subgrade will be used under the pavement and shoulders. Capping aggregate will not be required when embankment meeting the requirements of Section 207 of the Standard Specifications or granular subbase is placed on top of the porous granular material.

Construction equipment not necessary for the completion of the replacement material will not be allowed on the undercut areas until completion of the recommended thickness of the porous granular embankment subgrade.

Full depth subgrade undercut should occur at limits determined by the Engineer. A transition slope to the full depth of undercut shall be made outside of the undercut limits at a taper of 1 foot longitudinal per 1 inch depth below the proposed subgrade or bottom of the proposed aggregate subgrade when included in the contract.

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

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

The Porous Granular Embankment, Subgrade shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown on the plans.

Exploration Trench

This work shall be done in accordance with Section 213 of the Standard Specifications except that all occurrences of “farm underdrains” shall be replaced with “utilities”.

Union Pacific Railroad Coordination

The traffic signal work along the northeast side of Green Bay Road is located within a permanent easement on Union Pacific Railroad right-of-way. The contractor shall be required to obtain Railroad Protective Liability Insurance in accordance with BDE 80157. The contractor shall coordinate his construction operations within this permanent easement by filing an Application for Right of Entry (see uprr.com/reus/tempuse) with the Union Pacific Railroad Company:

Ms. Connie Alvis
Manager of Contracts
Union Pacific Railroad Company
1400 Douglass Street, Room 1690
Omaha, NE 68179

Transplanted Salvaged Trees

This work consists of digging, transporting and planting various sizes of trees.

The trees designated by the Engineer to be salvaged shall be removed and immediately replanted as directed by the Engineer. Mechanically dug plants must be replanted immediately in their permanent locations and not stored. These trees will be placed within five miles of the extraction site at locations staked by the Engineer within the highway right-of-way.

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

Article 253.03 - add the following:

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

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

Article 253.04 - add the following:

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

Article 253.09(a) - add the following:

All tree pruning shall be done prior to installation.

Article 253.14 - add to paragraph three the following:

Any transplanted tree which is not acceptable at the time of final inspection shall be replaced with a 5' - 6' balled and burlapped tree of the same type as that which is unacceptable.

Method of Measurement:

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

Basis of Payment:

This work will be paid for at the contract unit price each for TRANSPLANTED SALVAGED TREES, which price shall include all labor, equipment and materials.

Trees

Tree, Aesculus Glabra (Ohio Buckeye), 3" Caliper, Balled and Burlapped

Tree, Aesculus Hippocastanum (Common Horsechestnut), 2-1/2" Caliper, Balled and Burlapped

Tree, Carpinus Caroliniana (American Hornbeam), 2-1/2" Caliper, Balled and Burlapped

Tree, Corylus Colurna (Turkish Filbert), 3" Caliper, Balled and Burlapped

Tree, Ginko Biloba (Ginko), 3" Caliper, Balled and Burlapped

Tree, Gymnocladus Dioicus (Kentucky Coffeetree), 3" Caliper, Balled and Burlapped

Tree, Nyssa Sylvatica (Black Tupelo), 2-1/2" Caliper, Balled and Burlapped

Tree, Ostrya Virginiana (American Hophornbeam), 2-1/2" Caliper, Balled and Burlapped

Tree, Phellodendron Amurense (Amur Corktree), 2" Caliper, Balled and Burlapped

Tree, Quercus Bicolor (Swamp White Oak), 2-1/2" Caliper, Balled and Burlapped

Tree, Quercus Imbricaria (Shingle Oak), 2" Caliper, Balled and Burlapped

Tree, Quercus Macrocarpa (Bur Oak), 2-1/2" Caliper, Balled and Burlapped

Tree, Quercus Muehlenbergii (Chinkapin Oak), 2-1/2" Caliper, Balled and Burlapped

Tree, Taxodium Distichum (Common Bald Cypress), 3-1/2" Caliper, Balled and Burlapped

Tree, Ulmus Carpinifolia Morton (Accolade Elm), 2-1/2" Caliper, Balled and Burlapped

Tree, Aesculus Pavia (Red Buckeye), 6' Height, Balled and Burlapped

Tree, Syringa Pekinensis (Peking Lilac), 8' Height, Clump Formed, Balled and Burlapped

Tree, Chionanthus Virginicus (White Fringetree), 6' Height, Clump Form, Balled and Burlapped

Work under this item shall be performed in accordance with Section 253 of the Standard Specifications and BDE Special Provision for "Planting Woody Plants" (Effective January 1, 2006), except as herein modified.

This work shall consist of excavation of planting sites, removal and disposal of spoil, root removal as required, purchase, transportation, storage, preparation and planting of balled and burlapped (B&B) trees, placement of planting soil mix as needed, furnishing and installation of shredded hardwood bark mulch, one (1) year plant guarantee and replacement, traffic control and protection, watering and all related work necessary to assure a healthy and well established tree.

Contractor shall be responsible for location of all utilities prior to any disruption of grade. Notification of J.U.L.I.E. is required for all planting sites, 1-800-892-0123.

All plants shall be obtained from reputable nurseries, in hardiness zones of comparable local climate range to the City of Evanston. All trees shall be selected well in advance of the planting season. All material shall be dug prior to leafing out (bud break) or when the trees have gone dormant in the fall.

Plants shall meet the standards of "American Standards for Nursery Stock", ANSI Z60.1-1996, American Association of Nurserymen, which by reference is made a part of these specifications.

All trees shall be true to name. The Contractor shall label plainly all trees with a waterproof label that shall state the botanical name and size of the respective species on each label. The labels shall be attached firmly to the trees and shall be of such nature as to remain legible for at least sixty days.

Plants shall meet all requirements of federal, state, and local laws with respect to plant type, labeling, nursery, or plant inspection, disease, insect, and other pest infestation, and any other requirements. An inspection certificate required by law to this effect shall accompany each shipment of trees.

Plants shall be in a healthy, vigorous condition. They shall be fully symmetrical, free of dead or broken branches, scars that are not completely healed, frost cracks, disfiguring knots, or aberrations of any kind. Trees of each species shall match each other closely in branching height. Multi-stemmed trees are not acceptable. Plants shall have full, even and well-developed branching with a single primary leader. Plants shall display a form typical of its species.

The rootball shall be of a size comparable to the standards set forth in the latest version of "American Standards for Nursery Stock", ANSI Z60.1-1996. All balled and burlapped (B&B) trees shall be dug with a firm rootball of natural earth, of a size in proportion to the plant's size, as measured by caliper, height and spread. All rootballs shall be kept damp during transportation and prior to the final planting.

B&B trees shall be handled by the rootball only, not by the trunk or branches as this may loose the rootball and damage the root system. Trees having broken or cracked rootballs during delivery or at any time during the planting operation shall cause the tree to be unacceptable and rejected. Contractor shall be responsible for providing a replacement tree at no additional cost to the City.

The planting shall be done in the Fall from September 15 to November 1* or in the Spring, from March 1 to May 15*. *Dates are dependent on tree species and weather. Preparation and finish operations may begin or end one or two weeks prior or after the above dates.

All trees shall be planted a minimum distance of five (5) feet from the face of curb. The contractor shall excavate the required planting areas, disposing of excavated material off site. The excavation for planting shall be of sufficient depth to accommodate the tree rootball and shall be a minimum of twice (two times) the diameter of the rootball or as directed by the Engineer. The sides shall slope gradually making the hole saucer shape. Removal of any existing tree roots encountered during excavation shall be considered incidental to this item.

After the tree pit is excavated to the required depth, topsoil shall be placed in the pit to the proper depth to receive the ball of the tree and then properly compacted. All trees shall be planted completely before leaving the planting location. Planting holes shall not be left excavated and open beyond the accepted hours of operation. Upon setting the tree in the excavated planting

hole, the tree shall be checked and adjusted until it is standing straight and upright from all angles and turned to the best advantage.

After the tree has been set in the planting site, all ropes and/or strings shall be cut and removed from the rootball. All burlap from the top third (1/3) of the rootball shall be removed. Wire baskets around rootballs shall not be acceptable.

Due and reasonable care shall be exercised in the handling of trees. Trees shall not be handled, moved, bound, tied or otherwise treated so as to damage the rootballs, roots, trunk or branches in any way. Trees damaged in any way shall be rejected.

Topsoil shall be placed in the planting hole and around the rootball and carefully compacted to eliminate voids. When the hole is two-thirds (2/3) full, the contractor shall add water as necessary and allowed to drain: When the water has drained, the remainder of the planting hole shall be filled with dirt. Soil shall be placed at the edge of the planting hole in such a manner as to create a mound of earth approximately 6 inches high and 6 inches wide, encircling the planting hole. Soil shall not be placed on the top of the rootball.

Fertilize all trees with a complete commercial chemical fertilizer of approved manufacture in accordance with the manufacturer's instructions as to the rates and methods of application. Fertilizer shall be of the following composition by weight – 10% organic base nitrogen, 10% phosphoric acid, 10% potash. A thorough watering of the tree shall occur to assure complete saturation of the backfill.

Nursery installed trunk protection shall be removed prior to tree wrapping. Prior to wrapping, the tree trunk shall be inspected for injury to the bark or improper pruning. Wrap all new trees in Fall prior to the first winter. Trees shall be wrapped during the fall planting season only. All trees wrapped during this time period shall have the tree wrap removed by April 15th of the following year. Removal of tree wrap shall be incidental to the contract. Wrapping shall start at the base of the trunk, overlapping the burlap at least one-third (1/3) its width to a height above the first branch.

Mulch all trees at time of planting before leaving the site. Initial watering shall be performed on trees. Water immediately after planting by thoroughly saturating the root balls. Provide supplemental watering, using equipment which disperses water to keep root balls thoroughly saturated through the first three weeks of transplant. Thereafter provide supplemental watering approximately one time per week, according to weather conditions, to keep roots in a moist condition during growing seasons. This item includes 3 initial waterings and 7 supplemental waterings.

All plants shall be guaranteed for a period of one year following the completion of all plantings and final acceptance to start guarantee period. All plants shall be alive and in vigorous growth at the end of the maintenance period. Inspections will be made periodically by the City during the guarantee period. If any plants are found to be dead or dying, the Contractor will be informed

and he/she shall make any necessary corrections. Replacement required during the period of guarantee shall be plants of the same kind and size shown on the drawings, furnished and planted as originally specified. The cost of replacement shall be borne by the Contractor.

Basis of Payment. The work shall be paid for at the contract unit price per each for TREE, of the species and size specified. The unit price shall include all fertilizer, weed killer, excavation and disposal of surplus material, topsoil, mulch, wrapping, maintenance, watering, and all other attendant materials necessary to complete these items.

Concrete Headwall Removal

This work shall consist of the complete removal and disposal of the existing concrete headwalls designated to be removed on the plans. This work shall be in accordance with Section 501 of the Standard Specifications.

The material shall be legally disposed of offsite.

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

Adjusting Water Main 4"

Adjusting Water Main 8"

Adjusting Water Main 10"

Adjusting Water Main 12"

This work shall be in accordance with Section 563 of the Standard Specifications except as modified herein.

Water Main adjustments will only be required for existing water main to remain, that will be in conflict with the proposed sewer construction.

This work shall be paid for at the contract unit price per foot for ADJUSTING WATER MAIN of the size specified, which price shall be payment in full for furnishing all materials, labor and equipment necessary to complete this work.

Fire Hydrants to be Adjusted

This item consists of vertically adjusting of fire hydrants where called for on the plans or as directed by the Engineer. The fire hydrants with the auxiliary valves shall be adjusted vertically to meet the proposed final grade.

Any fire hydrant damaged by the Contractor shall be repaired at his/her own expense.

The work shall be performed according to Section 564 of the Standard Specifications, and in a manner approved, written or orally, by the Engineer of the municipality or water district having jurisdiction over the fire hydrant. The adjustment shall be done by removing the existing 6-inch

extension and installing a 1-foot extension. The removed 6-inch extension shall become the property of the City of Evanston.

Basis of Payment: This work shall be paid for at the contract unit price each for FIRE HYDRANTS TO BE ADJUSTED, which price shall include all labor, materials, and equipment to complete the work in accordance with the plans and the Special Provisions.

Fire Hydrant to be Removed

This work shall consist of removal and stockpiling of fire hydrants and fire hydrants with auxiliary valves.

The hole formed by the removal of these items shall be backfilled with fine aggregate.

All fire hydrants including those with auxiliary valves shall be stored on site for pick up by the City. The Contractor shall make arrangements with the City concerning the pick up prior to removal.

This work will be paid for at the contract unit price each for FIRE HYDRANT TO BE REMOVED, which price shall include all excavation; backfilling including fine aggregate and disposal of surplus materials. The removal of auxiliary valves will not be paid for separately but shall be included in the cost of FIRE HYDRANT TO BE REMOVED.

Fire Hydrant

This work consists of the furnishing and installation of new hydrants at the locations within the City of Evanston as shown on the plans.

Hydrants shall be Waterous Pacer #WB67-250 with two (2) -2 ½ inch hose connections and one (1)-4 inch pumper nozzle. Hydrants shall have a 5 inch hydrant valve opening. Hydrants shall have breakaway flanges, National Standard Threads, and all joints shall be Mega-Lug.

Hydrants shall be factory tested by means of a hydrostatic test of 2 kPA (300 psi) with hydrant valve in a closed position , and again with the hydrant valve in an open position.

Trench depth for connection to the hydrant shall be 1.5 meters to 1.8 meters (5 to 6 feet) to the bottom.

Each hydrant shall be set vertical on a flat stone or concrete block of at least 2 sq. feet in area and of sufficient thickness to support the hydrant. The hydrants shall be installed so that the bottom of the steamer connection is not less than 15" nor more than 24" above grade. An excavation shall be made around the bottom of the hydrant and the Contractor shall place in this place a minimum of 3/8 cu. yd. of crushed stone or coarse gravel. The hydrants shall be thrust blocked as specified herein. The tee at the main, pipe lengths, and other materials required for a complete

installation from the main to the location shown on the plan, including parts necessary to meet vertical grade separation requirements, shall be furnished and installed by the Contractor.

This work shall be paid for at the contract unit price each for FIRE HYDRANT to include all costs of installation, labor and materials required to complete the work shown on the plans, details, and specified herein.

Valve Box

This work shall consist of installation and connection of valve (complete) with box to the water main at the locations shown on the plans. The Valve (complete) with box shall be Model #AFC2500 6" Waterous M.J. Resilient Wedge Open Left Auxiliary Valve or approved equal. The Valve Box shall be Cast Iron. Valve and box shall be made in the United States.

This work will be paid for at the contract unit price each for VALVE BOX, of the size specified, which price shall include all labor, materials and equipment necessary to complete the work shown on the plans, details and specified herein.

Fabric Wrap for Pipe Underdrains

Effective: October 1, 1996 Revised: January 2, 1997

Add the following to Article 601.02 of the Standard Specifications:

“(x) Fabric Envelope for Pipe Underdrains 1080.01

Note 5. This material shall be encased in a fabric envelope for pipe underdrains.”

Revise the following subparagraphs of Article 601.02 of the Standard Specifications to read:

- “(c) Extra Strength Perforated Clay Pipe (Note 5) 1040.02
- (e) Perforated Corrugated Steel Pipe (Note 1)(Note 5) 1006.01
- (h) Perforated Corrugated Aluminum Alloy Pipe (Note 1)(Note 5) 1006.03
- (i) Perforated Polyvinyl Chloride (PVC) Pipe (Note 5) 1040.09
- (n) Perforated Corrugated Polyethylene (PE) Tubing (Note 2)(Note 5) 1040.11
- (p) Perforated Corrugated Polyvinyl Chloride (PVC) Pipe
 With A Smooth Interior (Note 5) 1040.14
- (s) Perforated Corrugated Polyethylene (PE) Pipe with a
 Smooth Interior (Note 5) 1040.17 “

Delete the second paragraph after the notes in Article 601.02 of the Standard Specifications.

Revise the first paragraph of Article 1080.01 of the Standard Specifications to read:

“1080.01 Fabric Envelope for Pipe Underdrains. The fabric envelope for encasing pipe underdrains may be either a knitted, woven, or nonwoven fabric.”

Revise the first sentence of subparagraph (a)(1) of Article 1080.01 of the Standard Specifications to read:

“Knitted fabric envelope shall be an approved continuous one-piece knitted polyester material that fits over the pipe underdrain like a sleeve.”

Revise the first two sentences of subparagraph (b) of Article 1080.01 of the Standard Specifications to read:

“The knitted fabric envelope shall be applied to the pipe underdrain in the shop so as to maintain a uniform applied weight. Woven and nonwoven fabric or underdrains with knitted fabric envelope shall be delivered to the job site in such manner as to facilitate handling and incorporation into the work without damage.”

Chain Link Fence Removal

This work shall consist of removing fencing, posts, hardware, and foundations at locations shown on the plans. The material shall be legally disposed of off-site.

Method of Measurement: This work shall be measured on a per foot basis measured horizontally from end post to end post.

Basis of Payment: This item shall be paid for at the contract unit price per foot for CHAIN LINK FENCE REMOVAL, which price shall include all labor and materials necessary to complete the work described herein and as shown on the plans.

Chain Link Fence to be Removed and Re-Erected

This work shall consist of removing fences at locations shown on the plans and as directed by the Engineer and the re-erection of the fence fabric, posts, and construction of new foundations. Also included legal disposal of excess fencing, fence fabric, posts, and foundations.

This work shall be paid for at the contract unit price per lineal foot for CHAIN LINK FENCE TO BE REMOVED AND RE-ERECTED.

Traffic Control and Protection (Lump Sum Payment)

Effective: February 1, 1996

Revised: November 1, 1996

Specific traffic control plan details and Special Provisions have been prepared for this contract.

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

Basis of Payment: All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION. This price shall be payment in full for all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

SHORT TERM PAVEMENT MARKING, TEMPORARY PAVEMENT MARKING and PAVEMENT MARKING TAPE TYPE III will be paid for separately.

Storm Sewer to be Filled

This work shall consist of all work necessary to abandon and fill storm sewer in accordance with this Special Provision, where indicated on the plans or directed by the Engineer.

This material shall be a low strength, fast setting, fluidized ash fill suitable for filling existing storm sewer lines. The product shall be mixed and supplied as a slurry from volumetric mixing units at the installation site. The operator shall be aware of the importance of correct component proportions with respect to optimal thermal performance. The product shall be a non-toxic flowable, fast setting material from a blend of Class C fly ash, and a filter such as bottom ash and water. The material shall flow readily to fill voids and quickly achieve maximum density with negligible settlements. The low strength (<80psi at 91 days) material shall be made for easy excavation with hand tools or machinery. Additives shall not be added that adversely react with pipe coatings. Thermal resistivity shall be <89 degrees C-cm/watt when dry. Unconfined compressive strength shall be 72psi at 28 days and <80psi at 91 days. The material shall not remain exposed as the final grade.

Manufacturers or suppliers at a minimum will comply to basic performance requirements in this specification and as noted in the CWE EM 10800 "Buyer/Supplier Memorandum of Understanding". Materials and procedures are subject to testing at any time during installation at the contractor's expense. This product shall comply with ASTM C31-Immersion Corrosion Testing and ASTM C618-Fly Ash.

Table 1

Mixture Proportions	
Mix	Weight (lb.)
Fly Ash	400
Bottom Ash	2100
Water	331

Lb./cu yd	3159
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Table 2

Mixture Properties	
Flow	7.5 in. (minimum)
Unit Weight	110-112 lbs./cu ft
Penetration Resistance (at 60 minutes)	40psi
Unconfined Compressive Strength	72psi-28 days; <80psi-91 days
Atterberg Limits	Non-plastic
Thermal Resistivity (at 24 hours)	88 degrees C-cm/W (max)
Permeability	7-2x10 cm/sec
PH (at 1 month)	10.25 (maximum)

This work shall be paid for at the contract unit price per foot for STORM SEWER TO BE FILLED which price shall be full compensation for all work and materials required to plug and fill abandoned storm sewers.

Remove Existing Sign Post

This work shall consist of removing the existing sign post at the location shown on the plans. The removed post shall be disposed of off-site. The excavated area shall be backfilled with an approved material as directed by the Engineer.

Method of Measurement. This work will be paid for at the contract unit price each

Basis of Payment. This work shall be paid for at the contract unit price per each for REMOVE EXISTING SIGN POST, which price shall include all labor, material, and equipment to complete the work.

Sanitary Manholes to be Adjusted

This item of work shall consist of the adjustment and repair of the sanitary sewer manholes in accordance with the applicable portions of Section 602 of the Standard Specification, except as herein modified.

The manhole rims shall be adjusted to meet the proposed elevations. The manholes shall be thoroughly cleaned and all cracks and joints shall be sealed with mortar approved by the Engineer. Two rows of extrudible preformed mastic gasket shall be installed under the manhole frame.

Chimney seals such as Wrapid Seal Manhole Encapsulation System, Cretex External Manhole Chimney Seal, or approved equal shall be provided.

Sanitary manholes with damaged frame and grates as determined by the Engineer shall be removed and replaced with new frame and grate. The removed frame and grate shall be disposed of off site.

This work shall be paid for at the contract unit price each for SANITARY MANHOLES TO BE ADJUSTED which price shall be payment in full for furnishing all materials, labor and equipment necessary to adjust and repair the sanitary manhole complete in place.

Storm Sewer Adjacent To Or Crossing Water Main

Effective: February 1, 1996

Revised: March 31, 1998

This work consists of construction storm sewer of the specified diameter adjacent to or crossing water main, at the locations shown on the plans, meeting the material and installation requirements of the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and the applicable portions of Section 550 of the Standard Specifications.

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

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

Basis of Payment: This work will be paid for in accordance with Article 550.09 of the Standard Specifications, except the pay item shall be STORM SEWER (WATER MAIN REQUIREMENTS), of the diameter specified, and shall include all materials, labor, equipment, concrete collars and encasing pipe with seals.

Backfilling Storm Sewer Under Roadway

Effective: September 30, 1985

Revised: July 2, 1994

For storm sewer constructed under the roadway, backfilling methods two and three authorized under the provisions of Article 550.07 will not be allowed.

Sediment Control, Drainage Structure Inlet Filter Cleaning

Description: This work shall consist of cleaning sediment from each assembled inlet filter. The Engineer will designate the need for cleaning based on the rate of debris and silt collected at each inlet filter location.

Cleaning of the inlet filter shall consist of inspecting and cleaning (includes removal and proper disposal of debris and silt that has accumulated in the filter fabric bag) by vactoring, removing and dumping or any other method approved by the Engineer.

Method of Measurement: Cleaning of the drainage structure inlet filter shall be measured for payment each time that the cleaning work is performed at each of the drainage structure inlet filter locations.

Basis of Payment: The work will be paid for at the contract unit price per each for SEDIMENT CONTROL, DRAINAGE STRUCTURE INLET FILTER CLEANING, which price shall include all costs for labor, materials, equipment, and incidentals necessary to perform the work.

Aggregate Surface Course, Type B 8"

This work shall consist of installing Aggregate Surface Course, Type B 8" in accordance with article 402 of the Standard Specifications.

This work will be paid for at the contract unit price square yard for AGGREGATE SURFACE COURSE, TYPE B 8".

Aggregate Surface Course for Temporary Access

Effective: April 1, 2001

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 coarse for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

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

Add the following to Article 402.12 of the Standard Specifications:

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

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

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

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

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

Remove and Re-Erect Existing Sign

This work shall consist of removing existing signs as shown on the plans and as directed by the Engineer. The contractor shall store the sign indoors at a suitable location until the sign is re-erected in its original location once the construction is completed. Any damage to the sign will be the responsibility of the contractor and will be repaired at his/her expense.

This work shall be paid for at the contract unit price per each for REMOVE AND RE-ERECT EXISTING SIGN.

Temporary Pavement Superpave

This item shall include all materials, labor, and equipment necessary to construct Temporary Pavement at the locations shown on the plans or as directed by the Engineer.

The Temporary Pavement, at the option of the contractor, shall be either 8" P.C. Concrete Base Course or 10" Bituminous Base Course, Superpave. The Temporary Pavement shall be constructed in accordance with Sections 353, 354, 355, 356 and 358 of the Standard Specifications and details in the plans except as here in specified.

No extra compensation will be given for the construction of the Temporary Pavement in the winter months with P.C. Concrete Base Course.

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

Aggregate Subgrade 12"

The work shall be done in accordance with the applicable portions of Section 207 of the Standard Specifications. The material shall conform with Article 1004.06 of the Standard Specifications except as follows.

Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete will be permitted. Steel slag and other expansive materials will not be permitted.

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

Gravel, Crushed Gravel, and Pit Run Gravel

Sieve Size	Percent Passing
6"	97+/- 3
4"	90+/- 10
2"	55 +/- 25
#4	30 +/- 20
#200	5 +/- 5

The aggregate subgrade shall be placed in two lifts consisting of an 8 inch lower lift and a 4 inch nominal thickness top lift of capping aggregate having a gradation of CA 6. Reclaimed asphalt pavement (RAP) meeting Article 1004.07 of the Standard Specifications and having 100% passing the 3 inch sieve and well graded down through fines may also be used as capping aggregate. RAP shall not contain steel slag or other expansive material. Results of the Department's tests on the RAP material will be the determining factor for consideration as expansive. A vibratory roller meeting the requirements of Article 1101.01(g) of the Standard Specifications shall be used to roll each lift of material to obtain the desired keying or interlock and necessary compaction. The Engineer will verify that adequate keying has been obtained.

In order to reduce hauling cost, the City of Evanston will allow the use of a portable rock crusher to recycle existing pavement into Aggregate Subgrade. This operation shall be restricted to the abandoned section of Grant Avenue between McCormick Boulevard and Green Bay Road from 9:00 A.M. to 4:00 P.M., Monday through Friday. Only material recovered from the project may be recycled. The contractor will be required to maintain adequate dust control.

This work shall be paid for at the contract unit price per square yard for AGGREGATE SUBGRADE 12", which price shall include the capping aggregate.

Dust Control Watering

This shall consist of the exclusive control of dust resulting from construction operations and is not intended for use in the compaction of earth embankments, as specified under Article 205.06 of the Standard Specifications.

Dust shall be controlled by the uniform application of sprinkled water and shall be applied within two (2) hours of when directed by the Engineer, in a manner meeting his approval.

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

This work will be measured in units of gallons of water applied. One unit will be equivalent to 1,000 gallons of water applied.

This work will be paid for at the contract unit price per unit as DUST CONTROL WATERING, which price shall be payment in full for furnishing all labor, water and equipment for controlling dust as herein specified.

Limestone Trail Screenings, 2"

This work shall consist of surfacing trail by furnishing, placing, shaping, and compacting limestone screenings, conforming to the applicable Articles of Section 402 of the Standard Specifications. Exceptions are that the addition of moisture at the point of production of the aggregate surface may be required to obtain maximum density of the aggregate surface. This shall be at the direction of the Engineer. The Limestone Trail Screenings shall be compacted as required by the Engineer. No extra payment shall be due the Contractor for complying with the aforementioned requirements.

Materials: The Aggregate Surface Course, Type B, shall be a 100% crushed stone FA-5 gradation as per Article 1003.01 of the Standard Specifications.

Construction Requirements: Before the surface of aggregate is placed on the trail, any ruts, caked earth, or other undesirable surface matter will be removed with the blade of a motor grader. Before the aggregate is deposited on the prepared trail with a spreader, it shall contain sufficient moisture to provide satisfactory compaction. The spread aggregate shall be compacted with a roller to a thickness of 2 inches, to the satisfaction of the Engineer. If the moisture content of the material is not such as to permit satisfactory compaction, water shall be added in such a quantity so that satisfactory compaction can be obtained. If any subgrade material is worked into the surface aggregate during the finishing operation, all granular material within the affected areas shall be removed and replaced with new aggregate.

The aggregate shall be measured for payment per square yard of specified depth. Payment shall be made at the contract unit price for LIMESTONE SCREENINGS, 2" per square yard of material satisfactorily installed and accepted, which price shall include trail preparation and furnishings, placing, shaping and compacting the aggregates. This shall be the only payment to the Contractor for this work and no further compensation shall be due.

Televising of MWRD Interceptor

The MWRD Interceptor within the project limits shall be tested by closed circuit T.V. prior to work beginning and at the conclusion of the project. The entire length between manholes of sewer sections shall be televised. The Contractor shall submit one color T.V. tape (in VHS format) of the sewer and 2 copies of the televising report to the Engineer, showing distance between manholes, location of service connections, direction of flow and direction of T.V. camera during televising.

Prior to televising, the Contractor shall flush and clean all sewers. If the sewers are found not to be clean during televising, the Contractor will be required to flush and clean and re-televising said sewers found not to be clean.

Unless otherwise specified, sewers must be straight between manholes. They may be tested for straightness by flashing a light from manhole to manhole, lamping, or by other suitable means.

The cost of televising sewers shall be paid for at the contract unit price per foot for TELEVISIONING OF MWRD INTERCEPTOR which price shall include all materials, equipment and labor required for the successful televising of all sewer sections. If the inspected sewers are not acceptable, the problems found shall be repaired and the T.V. test repeated until satisfactory at no additional cost to the City.

Metropolitan Water Reclamation District of Greater Chicago Manhole Adjustment

This work shall be in accordance with MWRDGC Standard No. 8-121 and all applicable portions of Section 602 of the "Standard Specifications for Road and Bridge Construction" except as modified herein:

Section 602.04. Concrete. All concrete shall be Class R in accordance with applicable portions of Section 503.

Section 602.10. Furnishing and Placing Casting. MWRD will furnish new frames and covers for MWRD manholes to be adjusted. The contractor shall coordinate this work with MWRD.

This work will be paid for in accordance with applicable portions of Article 602.15.

Remove and Re-erect Stone Wall

This work shall consist of the removal and reinstallation of the existing limestone wall stones and related substructure located on the northeast side of Green Bay Road within the vicinity of the traffic signal replacement work. This work shall conform to the applicable sections of Section 501.

Storage of removed limestone blocks shall be the responsibility of the Contractor. It shall be the responsibility of the Contractor to ensure that all trees, shrubs, lights, and other appurtenances to remain are adequately braced during the removal procedure.

Construction Requirements

Materials and methods of construction shall comply with the Indiana Limestone Institute of America, (ILI): Indiana Limestone Handbook (812) 275-4426

Granular Base:	Aggregate Base Course Type B, 4"
Filter Fabric:	Non-resistant polypropylene fabric, water and air

permeable.
Granular Backfill: Pea gravel
Adhesive: Hilti model #: HIT HY 150 stone adhesive (800) 879-8000
OR Unilock Adhesive stone adhesive (708) 892-9191
OR approved equal

Installation shall be performed by only experienced workers.

Create stable base for wall utilizing Aggregate Base Course, Type B 4". Base course to be compacted to 95% as measured by Standard Proctor method. Arrange stones for stability, batter, and best appearance. Place base stones a min. of 6" below finish grade of adjacent surface.

Adhere top courses that are 6" or less in height to a course that is 10" or greater in height.

Clean dry laid stone wall using clean water and stiff-bristle brushes. Remove and replace stones that are broken, stained or otherwise damaged. Re-adhere stones with adhesive to the satisfaction of the Engineer.

Basis of Payment.

This work will be paid for at the contract unit price for REMOVE AND RE-ERECT STONE WALL, lump sum, which includes all above material, labor, equipment and tools necessary to complete this work including Granular Base, Filter Fabric, Granular Backfill, Adhesive, and Limestone.

Brick Pavers (Permeable)

General. The contractor shall provide all labor and materials necessary to install brick pavers as indicated on the drawings. The Contractor shall submit product literature and specifications along with a sample of the brick paver product to be used to the Engineer for approval prior to the installation of any material.

Material. The permeable brick pavers shall be UNILOCK, UNI ECO-STONE, or approved equal. The paving bricks shall be of the nominal sizes, shapes and colors shown on the plans. A sample of the bricks to be used shall be submitted to the Engineer for approval of the size, shape and color. The pavers shall meet the requirements set forth in ASTM C-936, "Specification of Interlocking Concrete Paving Units". Minimum average compressive strength shall be 8,000 psi; minimum average absorption rates shall be 5%; and the maximum average weight loss after 50 freeze/thaw cycles shall be 1%.

Subgrade. The contractor shall perform the final shaping and compaction of the subgrade to provide for the construction of the Brick Pavers pavement structure, to conform to the lines, grades shown on the plans. The subgrade will be tested with a cone penetrometer by a qualified geotechnical technician to delineate soft areas. These areas shall be repaired by removing the

unsuitable soil and replacing them with PGES. The final subgrade should be uniformly compacted to a minimum of 98 percent Standard Proctor Density.

Base Course. The aggregate base shall be installed after the combination concrete curb and gutter has been constructed and shall conform to Article 351 of the Standard Specifications. The Base Course shall consist of a 9-inch layer of CA 6, compacted to a minimum of 100 percent Standard Proctor Density. The Drainage Course shall consist of CA 15 placed in a 6-inch thick layer and compacted thoroughly with a vibratory smooth drum roller.

Installation. The bedding sand, FA 1 or FA 2, shall be spread loose in a uniform layer to give a depth after compaction of the paving units of about 1 inch. The spread sand shall be lightly screeded, carefully maintained in a loose condition and protected against precompaction by traffic or rain prior to and following screeding. Neither pedestrian nor vehicular traffic shall be permitted on the screeded sand.

Pavers with excessive chips, cracks, voids, discoloration's or other defects shall not be installed. After initial placement, the pavement surface shall be compacted to achieve consolidation of the sand bedding and brought to design levels and profiles by not less than three passes of a suitable plate compactor capable of a minimum of a 4500 pound compaction force. Initial compaction should proceed as closely as possible following installation of the paving units and prior to acceptance of any traffic. Any units which are structurally damaged during compaction shall be immediately removed and replaced.

The Joint and Bedding sand, FA 1 or FA 2, shall be spread over the pavement after initial compaction has been completed. This sand shall be broomed to fill surface voids as soon as is practical after initial compaction and prior to the termination of work on that day. Excess sand shall then be removed from the pavement surface and the pavers shall be compacted again to settle the sand. A second application of sand may be required to completely fill the surface voids.

After the joint and bedding sand have been installed, the pavement surface shall be swept clean and final compaction shall be accomplished by not less than two passes of the plate compactor. Final compaction shall proceed as closely as possible following installation of the sand and prior to the acceptance of any traffic. The contractor shall then sweep clean all paved areas of excess sand and dirt.

Payment. This work shall be paid for at the contract unit price per square yard for BRICK PAVERS (PERMEABLE), which price shall include all materials, labor, and equipment necessary to complete the work as described. The Base Course work shall be paid for at the contract unit price per square yard for AGGREGATE BASE COURSE 15", SPECIAL, which price includes subgrade preparation, installation of the 9-inch Base Course (CA 6), installation of the 6-inch Drainage Course (CA 15), all materials, labor, and equipment necessary to complete the work described. Earth excavation will be measured and paid for separately.

Augered Pile (24" DIA.)

This item shall include all materials, labor, and equipment necessary to construct Augered Pile (24" DIA.) at the locations shown on the plans or as directed by the Engineer and shall be constructed in accordance with the applicable portions of Section 512 of the Standard Specifications and details in the plans except as here in specified.

The hole for the pile shall be made by drilling with an auger, of the same diameter as the pile. A liner shall be used to produce a uniform smooth side to the top of the pile. The steel reinforcement, shall be secured and properly positioned in the augered hole so after pouring concrete the components shall retain their proper positions.

The pile will be measured for payment in feet of pile in place, in accordance with the total length of pile required on the plans and as directed by the engineer. Extra pile depth, beyond the directive of the Engineer, will not be measured for payment.

This work will be paid for at the contract unit price per foot for AUGERED PILE (24" DIA.) which price shall include payment in full for all materials, installation of steel reinforcement, labor and equipment necessary to perform the work as here in specified.

Permanent Steel Sheet Piling

Effective: December 15, 1993

Revised: October 1, 2002

Description. This work shall consist of furnishing and installing the permanent sheet piling to the limits and tolerances shown on the plans according to Section 512 of the Standard Specifications.

The Contractor shall select from the following table, a sheet pile section to be used for each wall section with an "effective section modulus" equal to or larger than that specified on the plans.

SHEET PILE SECTION DESIGNATION	EFFECTIVE SECTION MODULUS * 10 ³ mm ³ /m (in ³ /ft.)	SHEET PILE SECTION DESIGNATION	EFFECTIVE SECTION MODULUS * 10 ³ mm ³ /m (in ³ /ft.)
SZ-10	189 (3.5)	SZ-22	728 (13.5)
SZ-11	216 (4.0)	SPZ-23.5	729 (13.6)
SZ-12	277 (5.1)	PZ-22	823 (15.3)
SZ-14	331 (6.2)	SZ-222	968 (18.0)
CZ-67	349 (6.5)	SZ-24	1072 (19.9)
SZ-15	356 (6.6)	CZ-114RD	1082 (20.1)
CZ-72	393 (7.3)	SZ-25	1105 (20.5)
SZ-14.5	445 (8.3)	PLZ-23	1113 (20.7)

SPZ-16	452 (8.4)	SPZ-23	1153 (21.4)
CZ-84	480 (8.9)	CZ-114	1165 (21.7)
CZ-95RD	550 (10.2)	SZ-27	1206 (22.4)
CZ-95	566 (10.5)	PLZ-25	1236 (23.0)
SZ-18	588 (10.9)	SPZ-26	1311 (24.4)
SPZ-19.5	604 (11.2)	CZ-128	1332 (24.8)
CZ-101	601 (11.3)	PZ-27	1371 (25.5)
SZ-20	648 (12.0)	CZ-134	1415 (26.3)
CZ-107	653 (12.1)	CZ-141	1497 (27.9)
SZ-21	674 (12.5)	CZ-148	1581 (29.4)
SPZ-22	682 (12.7)		
CZ-113	695 (12.9)		

* Effective Section Modulus is computed by taking the effects of corrosion loss allowances and the Hartman reduction factor.

The selection of the sheet pile section shall not relieve the Contractor of the responsibility to satisfy all details including minimum clearances, cover, embedments, reinforcement, shears stud locations, interlocking, and field cutting. Any modifications of the plans to accommodate the Contractors selection shall be paid for by the Contractor and subject to the approval of the Engineer.

Method Of Measurement. This work will be measured in place in square meters (square feet). Sheet piling associated with other work in this contract or for permanent sheet piling that is cut off or driven beyond those dimensions shown on the plans will not be measured for payment.

Basis Of Payment. This work will be paid for at the contract unit price per square meter (square foot) for PERMANENT STEEL SHEET PILING at the location shown on the plans.

End Sections

End Section 24", Special

End Section 30", Special

End Section 36", Special

This work shall be in accordance with the applicable portions of Section 542 of the Standard Specifications, Highway Standard 542101, and the plan detail except as modified herein.

The pile cap shall be constructed of reinforced Class SI Concrete and 2 rows of rebar grids at the top and bottom of the slab. For both grids the rebars are all #8 rebars @ 12" centers in each direction and 12 #10 rebars (dowels) shall be installed to connect the end section to the pile cap. The cap will be constructed on a 4" aggregate base.

This work shall be paid for at the contract unit price per Lump Sum for END SECTION, SPECIAL of the size specified, which price shall be payment in full for furnishing all materials, labor and equipment necessary to complete this work.

Perennial Plants, Prairie Type

This work shall be in accordance with the applicable portions of Section 254 of the Standard Specifications except as modified herein.

The Plugs shall be procured from a source approved by Ladd Arboretum, and shall be delivered to Ladd Arboretum in accordance with Article 254.05.

This work shall be paid for at the contract unit price per Unit for PERENNIAL PLANTS, PRAIRIE TYPE, which price shall be payment in full for furnishing materials only, as noted in the plan schedule.

Traffic Signal Specifications

Effective: January 1, 2002

Revised: May 22, 2002

These Traffic Signal Special Provisions and the "District 1 Standard Traffic Signal Design Details" supplement the requirements of the State of Illinois "Standard Specifications for Road and Bridge Construction." The intent of these Special Provisions is to prescribe the materials and construction methods commonly used for traffic signal installations. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer. The work to be done under this contract consists of furnishing and installing all traffic signal work as specified in the Plans and as specified herein in a manner acceptable and approved by the Engineer.

SECTION 720 SIGNING

Mast Arm Sign Panels

Add the following to Section 720.02 of the Standard Specifications:

Signs attached to poles or posts (such as mast arm signs) shall have mounting brackets and sign channels which are equal to and completely interchangeable with those used by the District Sign Shops. Signfix Aluminum Channel Framing System is currently recommended, but other brands of mounting hardware are acceptable based upon the Department's approval.

SECTION 800 ELECTRICAL

Inspection Of Electrical Systems

Add the following to Section 802.01 of the Standard Specifications:

All cabinets including temporary traffic signal cabinets shall be assembled by an approved equipment supplier in District One. The Department reserves the right to request any controller and cabinet to be tested at the equipment supplier facilities prior to field installation, at no extra cost to this contract. All railroad interconnected (including temporary railroad interconnect) controllers and cabinets shall be new, built, tested and approved by the controller equipment vendor, in the vendor's District One facility, prior to field installation. The vendor shall provide the technical equipment and assistance as required by the Engineer to fully test this equipment.

Damage To Traffic Signal System

Revise Section 802.02 of the Standard Specifications to read:

Any damaged equipment or equipment not operating properly from any cause whatsoever shall be repaired with new equipment provided by the Contractor at no additional cost to the Contract

and or owner of the traffic signal system, all as approved by the Engineer. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted. Cable splices outside the controller cabinet shall not be allowed.

Restoration of Work Area

Add to Section 802 of the Standard Specifications:

Restoration of the traffic signal work area shall be included in the related pay items such as foundation, conduit, handhole, trench and backfill, etc. All roadway surfaces such as shoulders, medians, sidewalks, pavement, etc. shall be replaced in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded. Restoration of the work area shall be incidental to the contract without any extra compensation allowed to the Contractor.

SUBMITTALS

Revise Section 802.04 of the Standard Specifications to read:

The Contractor shall provide:

- a. All material approval requests shall be submitted a minimum of seven (7) days prior to the delivery of equipment to the job site, or within 30 consecutive calendar days after the contract is awarded, or within 15 consecutive calendar days after the preconstruction meeting, whichever is first.
- b. Seven (7) copies of a letter from the Traffic Signal Contractor listing the manufacturer's name and model numbers of the proposed equipment and stating that the proposed equipment meets all contract requirements. The letter will be reviewed by the Traffic Design Engineer to determine whether the equipment to be used is approvable. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.
- c. One (1) copy of material catalog cuts.
- d. Seven (7) copies of mast arm poles and assemblies.
- e. The contract number or permit number, project location/limits and corresponding pay code number must be on each sheet of the letter, material catalog cuts and mast arm poles and assemblies drawings as required in items b, c and d.
- f. Exceptions, Deviations and Substitutions. In general, exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment

required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.

Maintenance And Responsibility

Revise Section 802.07 of the Standard Specifications to read:

- a) Existing traffic signal installations and/or any electrical facilities at all or various locations may be altered or reconstructed totally or partially as part of the work on this Contract. The Contractor is hereby advised that all traffic control equipment, presently installed at these locations, may be the property of the State of Illinois, Department of Transportation, Division of Highways, County, Private Developer, or the Municipality in which they are located. Once the Contractor has begun any work on any portion of the project all traffic signals within the limits of this contract or those which have the item "Maintenance of Existing Traffic Signal Installation", "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation", shall become the full responsibility of the Contractor. The Contractor shall supply the engineer and the Department's Electrical Maintenance Contractor a 24-hour emergency contact name and telephone number.
- b) When the project has a pay item for "Maintenance of Existing Traffic Signal Installation", "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation", the Contractor must notify both the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4139 and the Department's Electrical Maintenance Contractor, of their intent to begin any physical construction work on the Contract or any portion thereof. This notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance to the Contractor. If work is started prior to an inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted.
- c) Contracts such as pavement grinding or patching which result in the destruction of traffic signal loops do not require maintenance transfer, but require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the loop removal, the Contractor shall notify the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4139 and the Department's Electrical Maintenance Contractor, at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection. See additional requirements in these specifications under Inductive Loop Detector.

- d) The Contractor is advised that the existing and/or temporary traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shutdown the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.
- e) The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals. Any inquiry, complaint or request by the Department, the Department's Electrical Maintenance Contractor or the public, shall be investigated and repairs begun within one hour. Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The District's Electrical Maintenance Contractor may inspect any signaling device on the Department's highway system at any time without notification.

Traffic Signal Inspection (Turn-On)

Revise Section 802.10 of the Standard Specifications to read:

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

When the road is open to traffic, except as otherwise provided in Section 850 of the Standard Specifications, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4139 a minimum of seven (7) working days prior to the time of the requested inspection. The Department will not grant a field inspection until notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Department's facsimile number is (847) 705-4089.

The Contractor must have all traffic signal work completed and the electrical service installation connected by the utility company prior to requesting an inspection and turn-on of the traffic

signal installation. The Contractor shall be responsible to provide a police officer to direct traffic at the time of testing.

The Contractor shall provide a representative from the control equipment vendor's office to attend the traffic signal inspection for both permanent and temporary traffic signal turn-ons. Upon demonstration that the signals are operating and all work is completed in accordance with the Contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The Agency that is responsible for the maintenance of each traffic signal installation will assume the maintenance upon successful completion of this inspection.

The District requires the following from the Contractor at traffic signal turn-ons.

1. One set of signal plans of record with field revisions marked in red ink.
2. Notification from the Contractor and the equipment vendor of satisfactory field testing.
3. A knowledgeable representative of the controller equipment supplier shall be required at the traffic signal turn-on. The representative shall be knowledgeable of the cabinet design and controller functions.
4. A copy of the approved material letter.
5. One (1) copy of the operation and service manuals of the signal controller and associated control equipment.
6. Five (5) copies (280 mm X 430 mm) 11" x 17" of the cabinet wiring diagrams.
7. The controller manufacturer shall provide a printer at the turn-on to supply a printed form, not to exceed (280 mm X 430 mm) 11" x 17" for recording the traffic signal controller's timings; backup timings; coordination splits, offsets, and cycles; TBC Time of Day, Week and Year Programs; Traffic Responsive Program, Detector Phase Assignment, Type and Detector Switching; and any other functions programmable from the keyboard. The form shall include a location, date, manufacturer's name, controller model and software version. The form shall be approved by the Engineer and a minimum of three (3) copies must be furnished at each turn-on. The manufacturer must provide all programming information used within the controller at the time of turn-on.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on." If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. The Contractor shall be responsible for all traffic signal equipment and associated maintenance thereof until Departmental acceptance is granted.

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

All punch list work shall be completed within two (2) weeks after the final inspection. The Contractor shall notify the Electrical Maintenance Contractor to inspect all punch list work.

Failure to meet these time constraints shall result in liquidated damage charges of \$500 per month per incident.

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

Locating Underground Facilities

Revise Section 803.00 to the Standard Specifications to read:

If this Contract requires the services of an Electrical Contractor, the Contractor shall be responsible at his/her own expense for locating existing IDOT electrical facilities prior to performing any work. If this Contract does not require the services of an Electrical Contractor, the Contractor may request one free locate for existing IDOT electrical facilities from the District 1 Electrical Maintenance Contractor prior to the start of any work. Additional requests may be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.

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

Electric Service Installation

Revise Section 805.00 of the Standard Specifications to read:

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

Materials.

- a. General. The completed control panel shall be constructed in accordance with UL Std. 508, Industrial Control Panel, and carry the UL label. Wire terminations shall be UL listed.
- b. Enclosures.

1. Pole Mounted Cabinet. The cabinet shall be UL 50, NEMA Type 4X, unfinished single door design, fabricated from minimum 2.03 mm (0.080-inch) thick Type 5052 H-32 aluminum. Seams shall be continuous welded and ground smooth. Stainless steel screws and clamps shall secure the cover and assure a watertight seal. The cover shall be removable by pulling the continuous stainless steel hinge pin. The cabinet shall have an oil-resistant gasket and a lock kit shall be provided with an internal O-ring in the locking mechanism assuring a watertight and dust-tight seal. The cabinet shall be sized to adequately house all required components with extra space for arrangement and termination of wiring. A minimum size of 350 mm (14-inches) high, 225 mm (9-inches) wide and 200 mm (8-inches) in depth is required. The cabinet shall be channel mounted to a wooden utility pole using assemblies recommended by the manufacturer.
2. Ground Mounted Cabinet. The cabinet shall be UL 50, NEMA Type 3R unfinished single door design with back panel. The cabinet shall be fabricated from Type 5052 H-32 aluminum with the frame and door 3.175 mm (0.125-inch) thick, the top 6.350 mm (0.250-inch) thick and the bottom 12.70 mm (0.500-inch) thick. Seams shall be continuous welded and ground smooth. The door and door opening shall be double flanged. The door shall be approximately 80% of the front surface, with a full length tamperproof stainless steel 1.91 mm (.075-inch) thick hinge bolted to the cabinet with stainless steel carriage bolts and nylocks nuts. The locking mechanism shall be slam-latch type with a keyhole cover. The cabinet shall be sized to adequately house all required components with extra space for arrangement and termination of wiring. A minimum size of 1000 mm (40-inches high), 400 mm (16-inches) wide and 375 mm (15-inches) in depth is required. The cabinet shall be mounted upon a square Type A concrete foundation as indicated on the plans. The foundation is paid for separately.
- c. Surge Protector. Overvoltage protection, with LED indicator, shall be provided for the 120 volt load circuit by the means MOV and thermal fusing technology. The response time shall be <math><5n</math> seconds and operate within a range of $-40C$ to $+85C$. The surge protector shall be UL 1449 Listed.
- d. Circuit Breakers. Circuit breakers shall be standard UL listed molded case, thermal-magnetic bolt-on type circuit breakers with trip free indicating handles. 120 volt circuit breakers shall have an interrupting rating of not less than 65,000 rms symmetrical amperes. Unless otherwise indicated, the main disconnect circuit breaker for the traffic signal controller shall be rated 60 amperes, otherwise noted on the plans, 120 V and the auxiliary circuit breakers shall be rated 10 amperes, 120 V.
- e. Fuses, Fuseholders and Power Indicating Light. Fuses shall be small-dimensional cylindrical fuses of the dual element time-delay type. The fuses shall be rated for 600

V AC and shall have a UL listed interrupting rating of not less than 10,000 rms symmetrical amperes at rated voltage. The power indicating light shall be LED type with a green colored lens and shall be energized when electric utility power is present.

- f. Ground and Neutral Bus Bars. A single copper ground and neutral bus bar, mounted on the equipment panel shall be provided. Ground and neutral conductors shall be separated on the bus bar. Compression lugs, plus 2 spare lugs, shall be sized to accommodate the cables with the heads of the connector screws painted green for ground connections and white for neutral connections.
- g. Utility Services Connection. The Contractor shall notify the Utility Company marketing representative a minimum of 30 working days prior to the anticipated date of hook-up. This 30 day advance notification will begin only after the Utility Company marketing representative has received service charge payments from the Contractor. Prior to contacting the Utility Company marketing representative for service connection, the service installation controller cabinet and cable must be installed for inspection by the Utility Company.
- h. Ground Rod. Ground rods shall be copper-clad steel, a minimum of 3.0 meters (10') in length, and 20mm (3/4") in diameter. Ground rod resistance measurements to ground shall be 25 ohms or less. If necessary additional rods shall be installed to meet resistance requirements at no additional cost to the contract.

Installation

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

Basis of Payment. The service installation shall be paid for at the contract unit price each for SERVICE INSTALLATION of the type specified which shall be payment in full for furnishing and installing the service installation complete. The type A foundation which includes the ground rod shall be paid for separately. SERVICE INSTALLATION, POLE MOUNTED shall include the 20mm (3/4") grounding conduit, ground rod, and pole mount assembly. Any changes

by the utility companies shall be approved by the engineer and paid for as an addition to the contract according to Article 109.05 of the Standard Specifications.

Grounding Of Traffic Signal Systems

Revise Section 807.00 of the Standard Specifications to read:

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

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

Testing shall be according to Section 801.11.

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

rod to the equipment grounding conductor and is bonded to ground rods via exothermic welding, listed pressure connectors, listed clamps or other approved listed means.

Handholes

Add the following to Section 814.00 of the Standard Specifications:

All handholes shall be concrete, poured in place, with inside dimensions of 549 mm (21-1/2") minimum. Frames and lid openings shall match this dimension. The cover of the handhole frame shall be labeled "Traffic Signals" with legible raised letters.

For grounding purposes the handhole frame shall have provisions for a 15.875 mm (7/16") diameter stainless bolt cast into the frame. The covers shall have a stainless steel threaded stint extended from the eye hook assembly for the purpose of attaching the grounding conductor to the handhole cover.

The minimum wall thickness for heavy duty hand holes shall be 300 mm (12 inches).

All conduits shall enter the handhole at a depth of (760 mm) 30" except for the conduits for detector loops when the handhole is less than (1.52 m) 5' from the detector loop.

Steel cable hooks shall be coated with hot-dipped galvanization in accordance with AASHTO Specification M111. Hooks shall be a minimum of 9.525 mm (3/8") diameter and extend into the handhole at least 150 mm (6 inches). Hooks shall be placed a minimum of 300 mm (12 inches) below the lid or lower if additional space is required.

Grounding Cable

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

Add to Section 817.02 (b) of the Standard Specifications:

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

The traffic signal grounding conductor shall be bonded, using a Listed grounding connector (Burdny type KC/K2C, as applicable, or approved equal), to all proposed and existing traffic signal mast arm poles and traffic/pedestrian signal posts, including push button posts. The grounding conductor shall be bonded to all proposed and existing pull boxes, handhole frames and covers and other metallic enclosures throughout the traffic signal wiring system and noted herein and detailed on the plans. Bonding to existing handhole frames and covers shall be paid for separately.

Revise Section 817.05 of the Standard Specifications to read:

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

Maintenance of Existing Traffic Signal Installation

Revise Section 850.00 of the Standard Specifications to read:

The energy charges for the operation of the traffic signal installation shall be paid for by others. Full maintenance responsibility shall start as soon as the Contractor begins any physical work on the Contract or any portion thereof.

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

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

The maintenance shall be according to District 1 revised Article 802.07 and the following contained herein.

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

The Contractor shall provide immediate corrective action when any part or parts of the system fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. When repairs at a signalized intersection require that the controller be disconnected, and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor shall be required to place stop signs (R1-1-36) at each approach of the intersection as a temporary means of regulating traffic. At approaches where a yellow flashing indication is necessary, as directed by the Engineer, stop signs will not be required. The Contractor shall furnish and equip all their vehicles assigned to the maintenance of traffic signal installations with a sufficient number of stop signs as specified herein. The Contractor shall maintain a sufficient number of

spare stop signs in stock at all times to replace stop signs which may be damaged or stolen.

The Contractor shall provide the Engineer with a 24 hour telephone number for the maintenance of the traffic signal installation and for emergency calls by the Engineer.

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

The Contractor shall respond to all emergency calls from the Department or others within one hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the State. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the State's Electrical Maintenance Contractor perform the maintenance work required. The State's

Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The Contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Contractor to make reviews of the Existing Traffic Signal Installation that has been transferred to the Contractor for Maintenance.

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

Concrete Foundations

Add the following to Section 878.03 of the Standard Specifications:

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

Concrete Foundations, Type "A" for Traffic Signal Posts shall provide anchor bolts with the bolt pattern specified within the "District 1 Standard Traffic Signal Design Details." All Type "A" foundations shall be a minimum depth of 1.22 m (48").

Concrete Foundations, Type "D" for Traffic Signal Cabinets shall be a minimum of 1.22 m (48") long and 790 mm (31") wide. All Type "D" foundations shall be a minimum depth of 1.22 m (48"). The concrete apron shall be 910 mm X 1220 mm X 130 mm (36"x48"x5"). Anchor bolts shall provide bolt spacing as required by the manufacturer.

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

DESIGN TABLE FOR 750 mm (30-INCH) DIAMETER FOUNDATION
 FOR ALL MAST ARMS 4.26M (14 FEET) TO 16.76M (55 FEET)
 AND ALL COMBINATION POLES (DESIGN DEPTH IS 4.57 m [15 FEET])

TYPE OF SOIL DESCRIPTION	DESIGN DEPTH OF FOUNDATION	TYPE OF SOIL DESCRIPTION	DESIGN DEPTH OF FOUNDATION
1.SOFT CLAY	5.33 m(17' - 6")	*4.LOOSE SAND	3.05 m(10' - 0")
2.MEDIUM CLAY	3.81 m(12' - 6")	*5.MEDIUM SAND	2.74 m(9' - 0")
3.STIFF CLAY	2.59 m(8' - 6")	*6.DENSE SAND	2.44 m(8' - 0")

* WATER TABLE ASSUMED BELOW DEPTHS SPECIFIED

No foundation is to be poured until the Resident Engineer gives his/her approval as to the depth of the foundation. Foundations used for Roadway Lighting shall provide an extra 65 mm (2-1/2 inch) duct.

Detector Loop

Revise Section 886 of the Standard Specifications to read:

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the Area Traffic Signal Maintenance and Operations Engineer (847) 705-4139 to inspect and approve the layout. When preformed detector loops are installed, the Contractor shall have them inspected and approved prior to the pouring of the portland cement concrete surface, using the same notification process as above.

Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details". Saw-cuts (homeruns on preformed detector loops) from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut (homerun on preformed detector loops) unless directed otherwise by the Engineer or as shown on the plan.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a Panduit 250W175C water proof tag, or an approved equal, secured to each wire with nylon ties.

Resistance to ground shall be a minimum of 100 mega-ohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries. Quality readings shall be more than 5.

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

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

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

- (b) Preformed. This work shall consist of furnishing and installing a rubberized heat resistant preformed traffic signal loop in accordance with the Standard Specifications, except for the following:

Preformed detector loops shall be installed in new pavement constructed of portland cement concrete using mounting chairs or tied to re-bar or the preformed detector loops may be placed in the sub-base. Loop lead-ins shall be protected to the satisfaction of the Engineer.

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

Preformed detector loops shall be factory assembled. Homeruns and interconnects shall be pre-wired and shall be an integral part of the loop assembly. The loop configurations and homerun lengths shall be assembled for the specific application. The loop and homerun shall be constructed using 17.2 mm (11/16") outside diameter (minimum), 9.5 mm (3/8") inside diameter (minimum) Class A oil resistant synthetic cord reinforced hydraulic hose with 1,720 kPa (250 psi) internal pressure rating. Hose for the loop and homerun assembly shall be one continuous piece. No joints or splices shall be allowed in the hose except where necessary to connect homeruns or interconnects to the loops. This will provide maximum wire protection and loop system strength. Hose tee connections shall be heavy duty high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing glue joints. The tee shall have the same flexible properties as the hose to insure that the whole assembly can conform to pavement movement and shifting without cracking or breaking. The wire used shall be #16 THWN stranded copper. The number of turns in the loop shall be application specific. Homerun wire pairs shall be twisted a minimum of four turns per foot. No wire splices will be allowed in the preformed loop assembly. The loop and homeruns shall be filled and sealed with a flexible sealant to insure complete moisture blockage and further protect the

wire.

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

Emergency Vehicle Priority System

Revise Section 887.00 of the Standard Specifications to read:

It shall be the Contractor's responsibility to contact the municipality or fire district to verify the brand of emergency vehicle pre-emption equipment to be installed prior to the contract bidding. The equipment must be completely compatible with all components of the equipment currently in use by the Agency.

All new installations shall be equipped with Confirmation Beacons as shown on the "District 1 Standard Traffic Signal Design Details." The Confirmation Beacon shall consist of a 150 watt Par 38 flood lamp for each direction of pre-emption. The lamp shall have an adjustable mount with a weatherproof enclosure for cable splicing. All hardware shall be cast aluminum or stainless steel. Holes drilled into signal poles, mast arms, or posts shall require rubber grommets. In order to maintain uniformity between communities, the confirmation beacons shall indicate when the control equipment receives the pre-emption signal. The pre-emption movement shall be signaled by a flashing indication at the rate specified by Section 4E-5 of the "Manual On Uniform Traffic Control Devices." The stopped pre-empted movements shall be signaled by a continuous indication.

All light operated systems shall operate at a uniform rate of 14.035 Hz \pm 0.002, or as otherwise required by the Engineer, and provide compatible operation with other light systems currently being operated in the District.

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

Temporary Traffic Signal Installation

Revise Section 890.00 of the Standard Specifications to read:

Only an approved equipment vendor will be allowed to assemble the temporary traffic signal

cabinet. Also, an approved equipment vendor shall assemble and test a temporary railroad traffic signal cabinet. (Refer to the "Inspection of Controller and Cabinet" specification). A representative of the approved control equipment vendor shall be present at the temporary traffic signal turn-on inspection.

Only controllers supplied by one of the District approved closed loop equipment manufacturers will be approved for use at temporary signal locations. All controllers used for temporary traffic signals shall be fully actuated NEMA microprocessor based with RS232 data entry ports compatible with existing monitoring software approved by IDOT District 1, installed in NEMA TS1 or TS2 cabinets with 8 phase back panels, capable of supplying 255 seconds of cycle length and individual phase length settings up to 99 seconds. On projects with one lane open and two way traffic flow, such as bridge deck repairs, the temporary signal controller shall be capable of providing an adjustable all red clearance setting of up to 30 seconds in length. All controllers used for temporary traffic signals shall meet or exceed the requirements of Section 857 of the Standard Specifications with regards to internal time base coordination and preemption.

All temporary traffic signal cabinets shall have a closed bottom made of aluminum alloy. The bottom shall be sealed along the entire perimeter of the cabinet base to ensure a water, dust and insect-proof seal. The bottom shall provide a minimum of two (2) 100 mm (4 inch) diameter holes to run the electric cables through. The 100 mm (4 inch) diameter holes shall have a bushing installed to protect the electric cables and shall be sealed after the electric cables are installed.

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

All traffic signal sections and pedestrian signal sections shall be 300 mm (12 inches). The temporary traffic signal heads shall be placed as indicated on the temporary traffic signal plan or as directed by the Engineer. The Contractor shall furnish enough cable slack to relocate heads to any position on the span wire or at locations illustrated on the plans for construction staging. The temporary traffic signal shall remain in operation during all signal head relocations. Each temporary traffic signal head shall have its own cable from the controller cabinet to the signal head.

The existing system interconnect is to be maintained as part of the Temporary Traffic Signal Installation specified for on the plan. The interconnect shall be installed into the temporary controller cabinet as per the notes or details on the plans. All labor and equipment required to install and maintain the existing interconnect as part of the Temporary Traffic Signal Installation shall be incidental to the item Temporary Traffic Signal Installation.

All emergency vehicle preemption equipment (light detectors, light detector amplifiers, confirmation beacons, etc.) as shown on the temporary traffic signal plans shall be provided by

the Contractor. It shall be the Contractor's responsibility to contact the municipality or fire district to verify the brand of emergency vehicle preemption equipment to be installed prior to the contract bidding. The equipment must be completely compatible with all components of the equipment currently in use by the Agency. All light operated systems shall operate at a uniform rate of 14.035 hz \pm 0.002, or as otherwise required by the Engineer, and provide compatible operation with other light systems currently being operated in the District. All labor and material required to install and maintain the Emergency Vehicle Preemption installation shall be incidental to the item Temporary Traffic Signal Installation.

All temporary traffic signal installations shall have vehicular detection installed as shown on the plans or as directed by the Engineer. Pedestrian push buttons shall be provided for all pedestrian signal heads/phases as shown on the plans or as directed by the Engineer. Minor cross streets shall have vehicular detection provided by Microwave Vehicle Sensors or Video Vehicle Detection System as shown on the plans or as directed by the Engineer. The microwave vehicle sensor or video vehicle detection system shall be approved by IDOT before furnishing and installing. The Contractor shall install, wire, and adjust the alignment of the microwave vehicle sensor or video vehicle detection system in accordance to the manufacturer's recommendations and requirements. The Contractor shall be responsible for adjusting the alignment of the microwave vehicle sensor or video vehicle detection system for all construction staging changes and for maintaining proper alignment throughout the project. A representative of the approved control equipment vendor shall be present and assist the contractor in setting up and maintaining the microwave vehicle sensor or video vehicle detection system.

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

The energy charges for the operation of the traffic signal installation shall be paid for by others if the installation replaces an existing signal. Otherwise charges shall be paid for under 109.05 of the Standard Specifications.

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

Maintenance shall meet the requirements of the Traffic Specifications and District Specifications for "Maintenance of Existing Traffic Signal Installation." Maintenance of temporary signals and of the existing signals shall be incidental to the cost of this item. When temporary traffic signals are to be installed at locations where existing signals are presently operating, the Contractor shall be fully responsible for the maintenance of the existing signal installation as soon as he begins any physical work on the Contract or any portion thereof. Maintenance responsibility of the existing signals shall be incidental to the item Temporary Traffic Signal Installation(s). In

addition, a minimum of seven (7) days prior to assuming maintenance of the existing traffic signal installation(s) under this Contract, the Contractor shall request that the Resident Engineer contact the Bureau of Traffic (847) 705-4139 for an inspection of the installation(s).

Temporary Traffic Signals for bridge projects shall follow the State Standards, Standard Specifications, District 1 Traffic Signal Specifications and any plans for Bridge Temporary Traffic Signals included in the plans. The installation shall meet the above requirements for "Temporary Traffic Signal Installation". In addition all electric cable shall be aerially suspended, at a minimum height of 5.5m (18 feet), on temporary wood poles (Class 5 or better) of 13.7 m (45 feet), minimum height. The signal heads shall be span wire mounted or bracket mounted to the wood pole or as directed by the Engineer. The Controller cabinet shall be mounted to the wood pole or as directed by the Engineer. Microwave vehicle sensors or video vehicle detection may be used in place of the detector loops as approved by the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price each for TEMPORARY TRAFFIC SIGNAL INSTALLATION. The price of which shall include all costs for the modifications required for traffic staging, changes in signal phasing as required in the Contract plans, microwave vehicle sensors, video vehicle detection system, any maintenance or adjustment to the microwave vehicle sensors/video vehicle detection system, all material required, the installation and complete removal of the temporary traffic signal.

Remove Existing Traffic Signal Equipment

Add the following to Section 895.05 of the Standard Specifications:

The traffic signal equipment which is to be removed and is to become the property of the Contractor shall be disposed of by them outside the right-of-way at their expense.

All equipment to be returned to the State shall be delivered by the Contractor to the State's Traffic Signal Maintenance Contractor's main facility. The Contractor shall contact the State's Electrical Maintenance Contractor to schedule an appointment to deliver the equipment. No equipment will be accepted without a prior appointment. All equipment shall be delivered within 30 days of removing it from the traffic signal installation. The Contractor shall provide 5 copies of a list of equipment that is to remain the property of the State, including model and serial numbers, where applicable. He shall also provide a copy of the Contract plan or special provision showing the quantities and type of equipment. Controllers and peripheral equipment from the same location shall be boxed together (equipment from different locations may not be mixed) and all boxes and controller cabinets shall be clearly marked or labeled with the location from which they were removed. If equipment is not returned with these requirements, it will be rejected by the State's Electrical Maintenance Contractor. The Contractor shall be responsible for the condition of the traffic signal equipment from the time he takes maintenance of the signal installation until the acceptance of a receipt drawn by the State's Electrical Maintenance Contractor indicating the items have been returned in good condition.

The Contractor shall safely store and arrange for pick up of all equipment to be returned to agencies other than the State. The Contractor shall package the equipment and provide all necessary documentation as stated above.

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

SECTION 1000 MATERIALS

Pedestrian Push-Button

Add the following to Section 1074.02 (b) and (d) of the Standard Specifications to read:

(b) Push-button assemblies shall be a cast aluminum alloy Pelco Push-button station, or an approved equivalent.

(d) The assembly shall provide ADA push-buttons with one of the following signs: SF-1017, 1018 or 1020 - 5" x 7¾" (127 mm x 197 mm).

Electric Cable

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

Mast Arm Assembly And Pole

Add the following to Section 1077.03 (a) of the Standard Specifications:

Traffic signal mast arms shall be one piece construction, unless otherwise approved by the Engineer. All poles shall be galvanized. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization.

This work shall consist of furnishing and installing a galvanized steel or extruded aluminum shroud for protection of the mast arm pole base plate similar to the dimensions detailed in the "District 1 Standard Traffic Signal Design Details." The shroud shall be of sufficient strength to deter pedestrian and vehicular damage. The shroud shall allow air to circulate throughout the mast arm but not allow manifestation of insects or critters. The shroud shall be constructed, installed and designed not to be hazardous to probing fingers and feet. All mounting hardware shall be stainless steel. The shroud shall not be paid for separately but shall be included in the cost of the mast arm assembly and pole.

Traffic Signal Post

Add the following to Section 1077.03 (b) of the Standard Specifications:

All posts and bases shall be steel and hot dipped galvanized. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization.

Signal Heads

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

All signal and pedestrian heads shall provide 12" (300 mm) displays with glossy yellow or black polycarbonate housings. All head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all signal and/or pedestrian heads are being replaced, the proposed head housings shall be black. Where only selected heads are being replaced, the proposed head housing color (yellow or black) shall match existing head housings. Connecting hardware and mounting brackets shall be polycarbonate (black) or galvanized. A corrosive resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on. Post top mounting collars are required on all posts, and shall be constructed of the same material as the brackets.

Pedestrian signal heads shall be furnished with the international symbolic "Walking Person" and "Upraised Palm" lenses. Egg crate sun shields are not permitted.

Signal heads shall be positioned according to the "District 1 Standard Traffic Signal Design Details."

Signal Head, Backplate

Delete 1st sentence of 1078.03 of the Standard Specifications and add "All backplates shall be aluminum and louvered".

Inductive Loop Detector

Add the following to Section 1079.01 of the Standard Specifications:

Contracts requiring new cabinets shall provide for card mounted detector amplifiers. Loop amplifiers shall provide LCD displays with loop frequency, inductance, and change of inductance readings.

Grounding Existing Handhole Frame and Cover

Description. This work shall consist of all materials and labor required to bond the equipment grounding conductor to the existing handhole frame and handhole cover. All installations shall meet the requirements of the details in the "District 1 Standard Traffic Signal Design Details" and applicable portions of the Specifications.

The equipment grounding conductor shall be bonded to the handhole frame and to the handhole cover. Two (2) ½-inch diameter x 1 ¼-inch long hex-head stainless steel bolts, spaced 1.75-inches apart center-to-center shall be fully welded to the frame and to the cover to accommodate a heavy duty Listed grounding compression terminal (Burdny type YGHA or approved equal). The grounding compression terminal shall be secured to the bolts with stainless steel split-lock washers and nylon-insert locknuts.

Welding preparation for the stainless steel bolt hex-head to the frame and to the cover shall include thoroughly cleaning the contact and weldment area of all rust, dirt and contaminants. The Contractor shall assure a solid strong weld. The welds shall be smooth and thoroughly cleaned of flux and spatter. The grounding installation shall not affect the proper seating of the cover when closed.

The grounding cable shall be paid for separately.

Method of Measurement. Units measured for payment will be counted on a per handhole basis, regardless of the type of handhole and its location.

Basis of Payment. This work shall be paid for at the contract unit price each for GROUNDING EXISTING HANDHOLE FRAME AND COVER which shall be payment in full for grounding the handhole complete.

Unit Duct

All installations of Unit Duct shall be incidental to the contract and not paid for separately. Polyethylene unit duct shall be used for detector loop raceways to the handholes. On temporary traffic signal installations with detector loops, polyethylene unit duct shall be used for detector loop raceways from the saw-cut to (3 m) 10' up the wood pole, unless otherwise shown on the plans. Unit duct shall meet the requirements of NEC Article 343.

Signal Head, Light Emitting Diode

a) General:

- 1) Signal Head, Light Emitting Diode (LED), 1 Face, (All Section Quantities), (All Mounting Types) shall meet the requirements of Sections 880 and 881 and Articles 1078.01 and 1078.02 of the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2002, with the following modifications:
- 2) All signal and pedestrian heads shall be 300 mm (12") glossy black polycarbonate. Connecting hardware and mounting brackets shall be polycarbonate (black) or galvanized. A corrosive resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on. Post top mounting collars are required on all posts, and shall be constructed of the same material as the brackets.
- 3) The optical unit of all traffic signal and pedestrian head sections shall be light emitting diodes (LEDs) instead of incandescent bulbs. Each signal head shall conform fully to the "Interim Purchase Specification of the Institute of Transportation Engineers (ITE) for LED Vehicle Traffic Signal Modules" published July, 1998, or applicable successor ITE specification.
- 4) The lens of each signal indication shall be tinted with a wavelength-matched color to reduce sun phantom effect and enhance on/off contrast. The tinting shall be uniform across the lens face. Polymeric lens shall provide a surface coating applied to provide abrasion resistance.
- 5) Each pedestrian signal LED module shall provide the ability to actuate the outlined upraised hand and the outlined walking person on one 12-inch (300mm) section. Two (2) sections shall be installed. The top section shall be wired to illuminate only the upraised hand and the bottom section shall be the walking man. "Egg Crate" type sun shields are not permitted. All figures must be a minimum of 9 inches (225mm) in height and easily identified from a distance of 120-feet (36.6m).
- 6) The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.
- 7) In the event of a power outage, light output from the LED modules shall cease instantaneously.
- 8) In addition to conforming with the requirements for circular LED signal modules, LED arrow indication modules shall meet existing specifications stated in the ITE Standard: "Vehicle Traffic Control Signal Heads," section 9.01. The LEDs arrow indication shall be a solid display with a minimum of three (3) outlining rows of LEDs and at least one

- (1) fill row of LEDs. The LEDs shall be spread evenly across the illuminated portion of the arrow area.
- 9) The LED signal modules shall be replaced or repaired if an LED signal module fails to function as intended due to workmanship or material defects within the first 60 months from the date of delivery. LED signal modules which exhibit luminous intensities less than the minimum values specified in Section 4.1.1 of the Interim Purchase Specification of the ITE for LED Vehicle Traffic Signal Modules within the first 60 months of the date of delivery shall be replaced or repaired. The manufacturer's written warranty for the LED signal modules shall be dated, signed by an Officer of the company and included in the product submittal to the State.
 - 10) Each module shall consist of an assembly that utilizes LEDs as the light source in lieu of an incandescent lamp for use in traffic signal sections.
 - 11) The LEDs utilized in the modules shall be AlInGaP technology for red, yellow, Portland orange (pedestrian) and white (pedestrian) indications, and GaN for green indications, and shall be the ultra bright type rated for 100,000 hours of continuous operation from -40°C to +74°C.
 - 12) The individual LEDs shall be wired such that a catastrophic loss or the failure of one or more LED will not result in the loss of the entire module.
- b) Electrical
- 1) Maximum power consumption for LED modules is per Table 1.
 - 2) LED modules will have EPA Energy Star compliance ratings, if applicable to that shape, size and color.
 - 3) The modules shall operate from a 60 HZ \pm 3 HZ AC line over a voltage ranging from 95 volts to 135 volts. The fluctuations of line voltage shall have no visible effect on the luminous intensity of the indications.
 - 4) Operating voltage of the modules shall be 120 VAC. All parameters shall be measured at this voltage.
 - 5) The LED signal module shall have a power factor of 0.90 or greater.
 - 6) Total harmonic distortion (current and voltage) induced into an AC power line by a LED signal module shall not exceed 20 percent.
 - 7) The signal module on-board circuitry shall include voltage surge protection to withstand high-repetition noise transients as stated in Section 2.1.6 of NEMA Standard TS-2, 1992.

- 8) The LED circuitry shall prevent perceptible flicker to the unaided eye over the voltage range specified above.
- 9) All wiring and terminal blocks shall meet the requirements of Section 13.02 of the ITE Publication: Equipment and Material Standards, Chapter 2 (Vehicle Traffic Control Signal Heads).
- 10) The modules shall be operationally compatible with currently used controller assemblies (solid state load switches, flashers, and conflict monitors).
- 11) When a current of 20 mA AC (or less) is applied to the unit, the voltage read across the two leads shall be 15 VAC or less.
- 12) The modules and associated on-board circuitry must meet Class A emission limits referred in Federal Communications Commission (FCC) Title 47, SubPart B, Section 15 regulations concerning the emission of electronic noise.

c) Photometric Requirements

- 1) The minimum initial luminous intensity values for the modules shall be as stated in Table 2 and/or Table 4 at 25°C.
- 2) The modules shall meet or exceed the illumination values as shown in Table 3 and/or Table 4, throughout the useful life based on normal use in a traffic signal operation over the operating temperature range.
- 3) The measured chromaticity coordinates of the modules shall conform to the chromaticity requirements of Table 5, throughout the useful life over the operating temperature range.

d) Environmental Requirements

- 1) The LED signal module shall be rated for use in the operating temperature range of -40°C (-40°F) to +74°C (+165°F). The modules shall meet all specifications throughout this range.
- 2) The LED signal module shall be protected against dust and moisture intrusion per the requirements of NEMA Standard 250-1991 for Type 4 enclosures to protect all internal components.

e) Construction

- 1) The LED signal module shall be a single, self-contained device, not requiring on-site assembly for installation. The power supply for the module shall be integral to the unit.

- 2) The circuit board and power supply shall be contained inside the module.
- 3) The assembly and manufacturing process for the LED signal assembly shall be designed to assure all internal components are adequately supported to withstand mechanical shock and vibration from high winds and other sources.

f) Materials

- 1) Material used for the lens and signal module construction shall conform to ASTM specifications for the materials.
- 2) Enclosures containing either the power supply or electronic components of the signal module shall be made of UL94VO flame retardant materials. The lens of the signal module is excluded from this requirement.

g) Traffic Signal and Pedestrian LED Module Identification

- 1) Each module shall have the manufacturer's name, trademark, model number, serial number, date of manufacture (month-year), and lot number as identification permanently marked on the back of the module.
- 2) The following operating characteristics shall be permanently marked on the back of the module: rated voltage and rated power in Watts and Volt-Ampere.
- 3) Each module shall have a symbol of the type of module (i.e. circle, arrow, etc.) in the color of the module. The symbol shall be 25.4 mm (one inch) in diameter. Additionally, the color shall be written out in 12.7mm (½ in) letters next to the symbol.
- 4) If a specific mounting orientation is required, each module shall have prominent and permanent marking(s) for correct indexing and orientation within a signal housing. The markings shall consist of an up arrow, or the word "UP" or "TOP".

h) Traffic Signal LED Module

- 1) Modules can be manufactured under this specification for the following faces:
 - a 300 mm (12-inch) circular, multi-section
 - b 300 mm (12-inch) arrow, multi-section
 - c 300 mm (12-inch) pedestrian, 2 sections
- 2) The maximum weight of a module shall be 1.8 kg (4 lbs.).

- 3) Each module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.), and shall be weather proof after installation and connection.
- i) Retrofit Traffic Signal Module
- 1) The following specification requirements apply to the Retrofit module only. All general specifications apply unless specifically superceded in this section.
 - 2) Retrofit modules can be manufactured under this specification for the following faces:
 - a 300 mm (12-inch) circular, multi-section
 - b 300 mm (12-inch) arrow, multi-section
 - c 300 mm (12-inch) pedestrian, 2 sections
 - 3) The module shall fit into existing traffic signal section housings built to the specifications detailed in ITE Publication: Equipment and Material Standards, Chapter (Vehicle Traffic Control Signal Heads).
 - 4) Each Retrofit module shall be designed to be installed in the doorframe of a standard traffic signal housing. The Retrofit module shall be sealed in the doorframe with a one-piece EPDM (ethylene propylene rubber) gasket.
 - 5) The maximum weight of a Retrofit module shall be 1.8 kg (4 lbs.).
 - 6) Each Retrofit module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.), and shall be weather proof after installation and connection.
 - 7) The lens of the Retrofit module shall be integral to the unit, shall be convex with a smooth outer surface and made of plastic or of glass.
- j) Two secured, color coded, 600 V, 20 AWG minimum, jacketed wires, conforming to the National Electric Code, rated for service at +105°C, are to be provided for electrical connection for each LED signal module. Conductors for modules, including Retrofit modules, shall be 39.4-inches (1m) in length, with quick disconnect terminals attached.
- k) Lens
- 1) The lens of the module shall be tinted and integral to the unit, convex with a smooth outer surface and made of plastic.
 - 2) The use of tinting or other materials to enhance ON/OFF contrasts shall not affect chromaticity and shall be uniform across the face of the lens.

- 3) The LED signal module lens shall be UV stabilized and shall be capable of withstanding ultraviolet (direct sunlight) exposure for a minimum period of 60 months without exhibiting evidence of deterioration.
 - 4) The polymeric lens shall have a surface coating or chemical surface treatment to provide front surface abrasion resistance.
- l) The following specification requirements apply to the 12-inch (300 mm) arrow module only. All general specifications apply unless specifically superceded in this section.
- 1) The arrow module shall meet specifications stated in Section 9.01 of the ITE Publication: Equipment and Material Standards, Chapter 2 (Vehicle Traffic Control Signal Heads) for arrow indications.
 - 2) The LEDs shall be spread evenly across the illuminated portion of the arrow area.
- m) The following specification requirements apply to the 12-inch (300 mm) PV module only. All general specifications apply unless specifically superceded in this section.
- 1) The module shall be a module designed and constructed to be installed in a programmed visibility (PV) signal housing without modification to the housing.
 - 2) The LEDs shall be spread evenly across the module.

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

The type specified will indicate the number of signal faces, the number of signal sections, and the method of mounting.

Pedestrian head(s) shall be paid for at the contract unit price each for PEDESTRIAN SIGNAL HEAD, LED, of the type specified and of the particular kind of material when specified.

The type specified will indicate the number of faces and the method of mounting.

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

The type specified will indicate the number of signal faces, the number of signal sections, and the method of mounting.

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

The type specified will indicate the number of faces and the method of mounting.

TABLES

Table 1 Maximum Power Consumption (in Watts)

	Red		Yellow		Green	
	25°C	74°C	25°C	74°C	25°C	74°C
300 mm (12-inch) circular	11	17	22	25	15	15
300 mm (12-inch) arrow	9	12	10	12	11	11
	Hand-Portland Orange		Person-White			
Pedestrian Indication	6.2		6.3			

Table 2 Minimum Initial Intensities for Circular Indications (in cd)

Angle(v,h)	300 mm (12-inch)		
	Red	Yellow	Green
2.5, ±2.5	399	798	798
2.5, ±7.5	295	589	589
2.5, ±12.5	166	333	333
2.5, ±17.5	90	181	181
7.5, ±2.5	266	532	532
7.5, ±7.5	238	475	475
7.5, ±12.5	171	342	342
7.5, ±17.5	105	209	209
7.5, ±22.5	45	90	90
7.5, ±27.5	19	38	38
12.5, ±2.5	59	119	119
12.5, ±7.5	57	114	114
12.5, ±12.5	52	105	105
12.5, ±17.5	40	81	81
12.5, ±22.5	26	52	52
12.5, ±27.5	19	38	38
17.5, ±2.5	26	52	52
17.5, ±7.5	26	52	52

17.5, ±12.5	26	52	52
17.5, ±17.5	26	52	52
17.5, ±22.5	24	48	48
17.5, ±27.5	19	38	38

Table 3 Maintained Minimum Intensities for Circular Indications (in cd)

Angle(v,h)	300 mm (12-inch)		
	Red	Yellow	Green
2.5, ±2.5	339	678	678
2.5, ±7.5	251	501	501
2.5, ±12.5	141	283	283
2.5, ±17.5	77	154	154
7.5, ±2.5	226	452	452
7.5, ±7.5	202	404	404
7.5, ±12.5	145	291	291
7.5, ±17.	89	178	178
7.5, ±22.5	38	77	77
7.5, ±27.5	16	32	32
12.5, ±2.5	50	101	101
12.5, ±7.5	48	97	97
12.5, ±12.5	44	89	89
12.5, ±17.5	34	69	69
12.5, ±22.5	22	44	44
12.5, ±27.5	16	32	32
17.5, ±2.5	22	44	44
17.5, ±7.5	22	44	44
17.5, ±12.5	22	44	44
17.5, ±17.5	22	44	44
17.5, ±22.5	20	41	41
17.5, ±27.5	16	32	32

Table 4 Minimum Initial & Maintained Intensities for Arrow and Pedestrian Indications (in cd/m²)

	Red	Yellow	Green
Arrow Indication	5,500	11,000	11,000

Table 5 Chromaticity Standards (CIE Chart) Section 8.04 of

Red	Y: not greater than 0.308, or less than 0.998 - x
Yellow	Y: not less than 0.411, nor less than 0.995 - x,
Green	Y: Not less than 0.506 -.519x, nor less than 0.150 + 1.068x, nor more than 0.730 - x

Handhole to be Adjusted

This work shall consist of adjusting an existing handhole up to proposed grade. The existing frame shall be left in place. 9" lone No. 4 rebars shall be drilled and grouted in place vertically at 9" centers on the top of the existing concrete walls of the handhole leaving 1-2" concrete cover above the top of the rebar. A minimum of 5" of additional concrete must be placed above the existing concrete walls. To meet this requirements portions of the existing concrete walls may need to be removed. The wall adjustment concrete shall be cast in place and a new frame and cover shall be placed. Care shall be taken to not damage existing wiring which is too remain operational at all times.

This work shall be constructed in accordance with applicable portions of Section 814 of the Standard specification and shall be paid for at the contract unit price each for HANDHOLE TO BE ADJUSTED.

Full-Actuated Controller and Type IV Cabinet, Special

The City of Evanston has established a standard of using Eagle Traffic Signal Equipment on all signal projects throughout the City. In order to provide system continuity and common maintenance support the City will require the use of Eagle Traffic Signal Equipment on this project.

The traffic signal controller shall be Eagle EPAC-300.

This work shall be constructed in accordance with applicable portions of Section 857 of the Standard Specifications and shall be paid for at the contract unit price each for FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL.

Traffic Signal Paint

All traffic signal posts, mast arms, traffic heads, pedestrian traffic heads, signal housing, brackets, signal doors and controller cabinets shall go through an extensive process to obtain a finish that will not scale, flake or peel, and will retain its color brightness and good appearance without dulling or fading.

The paint system used on traffic signal hardware shall comply with the following requirements:

1. Primer

The primer shall be a corrosion inhibiting, lead and chromate free, alkyd coating meeting the requirements of either Federal Specifications TT-P-645 B or TT-P-664 D.

2. Finish Coating

After thorough preparation, two coats of two mills dry film thickness paint shall be spray applied. The color for all traffic signal hardware shall be low gloss and match. "Ironclad Retardo Bronzetore" paint as manufactured by Benjamin Moore Company or approved equal.

At the time of final inspection, all exposed surfaces of traffic signal hardware shall be of a smooth, even texture, free from marks, scratches, dents or other disfiguring markings.

Basis of Payment:

Traffic signal paint work will not be paid for separately but shall be considered incidental to the various traffic signal pay items in the contract.

Roadway lighting

The proposed improvements along McCormick Boulevard include the rehabilitation of the roadway lighting system at the McCormick Boulevard intersections of Bridge Street and Green Bay Road. The work to be performed under this contract includes relocation of existing lighting units, installation of steel light poles, luminaries, concrete foundations, unit duct, and all incidental and collateral work necessary to complete the improvement as shown in the plans and as described herein.

Roadway lighting requirements for this project shall comply with the following applicable latest standards for IDOT-District I, AASHTO, ANSI/IES RP-8 publication, NEC, and NESC, City of Evanston lighting standards, IDOT Standard Specifications for Road and Bridge Construction (latest edition), IDOT Supplemental and Recurring Special Provisions, and the contract special provisions included herein.

General Electrical Requirements

Effective: November 4, 2004

Add the following to Article 801 of the Standard Specifications:

“Maintenance transfer and Preconstruction Inspection:

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

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

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

Marking of Existing Cable Systems. The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). The markings shall be taken to have a horizontal tolerance of at least 304.8 mm (one (1) foot) to either side.. The request for the cable locations and

marking shall be made at the same time the request for the maintenance transfer and preconstruction inspection is made. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The markings of existing systems are made strictly for assistance to the Contractor and this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. NOTE THAT THE CONTRACTOR SHALL BE ENTITLED TO ONLY ONE REQUEST FOR LOCATION MARKING OF EXISTING SYSTEMS AND THAT MULTIPLE REQUESTS MAY ONLY BE HONORED AT THE CONTRACTOR'S EXPENSE. NO LOCATES WILL BE MADE AFTER MAINTENANCE IS TRANSFERRED, UNLESS IT IS AT THE CONTRACTOR'S EXPENSE.

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

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

Revise the 7th and 8th paragraphs of Article 801.08 of the Standard Specifications to read:

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

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

Revise Article 801.12 of the Standard Specifications to read:

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

Add the following to Section 801.12 of the Standard Specifications:

“Energy and Demand Charges. The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not, (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance.”

Add the following to Section 801 of the Standard Specifications:

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

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

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

Grounding of Lighting Systems. All electrical systems, equipment and appurtenances shall be properly grounded in strict conformance with the NEC, even though every detail of the requirements is not specified or shown. Good ground continuity throughout the electrical system shall be assured. All electrical circuit runs shall have a continuous equipment grounding conductor. IN NO CASE SHALL THE EARTH BE CONSIDERED AS AN ADEQUATE EQUIPMENT GROUNDING PATH. Where connections are made to painted surfaces, the paint shall be scraped to fully expose metal at the connection point and serrated connectors or washers shall be used. Where metallic conduit is utilized as the equipment grounding conductor, extreme care shall be exercised to assure continuity at joints and termination points. No wiring run shall be installed without a suitable equipment ground conductor. Where no equipment ground conductor is provided for in the plans and associated specified pay item, the Contractor is obligated to bring the case to the attention of the Engineer who will direct the Contractor accordingly. Work which is extra to the contract will be paid extra. All connections to ground rods, structural steel, reinforcing steel or fencing shall be made with exothermic welds. Where such connections are made to insulated conductors, the connection shall be wrapped with at least 4 layers of electrical tape extended 152.4 mm (six inches) onto the conductor insulation. Where a ground field of "made" electrodes is provided, the exact locations of the rods shall be documented by dimensioned drawings as part of the Record Drawings. Equipment ground wires shall be bonded, using a splice and pigtail connection, to all boxes and other metallic enclosures throughout the wiring system.

Lighting Unit Identification. Each pole, light tower and underpass light shall be labeled as indicated in the plans to correspond to actual circuiting, and as designated by the Engineer. They shall be installed by the Contractor on each lighting unit pole shaft and on the underpass walls, or piers, as shown in the details. Median-mounted poles shall have two sets of identification labeling oriented to allow visibility from travel in either direction. Lighting Controllers shall also be identified by means identification decals as described herein. Identification shall be in place prior to

placing the equipment in service. Identification of weathering steel poles shall be made by application of letters and numerals as specified herein to an appropriately sized 3.175 mm (1/8-inch) thick stainless steel plate which shall be banded to the pole with two stainless steel bands. Identification of painted poles shall be made by application of letters and numerals as specified herein via an adhesive approved by the paint manufacturer for the application. Identification of luminaires which are not pole mounted, such as underpass luminaires, shall be done using identification brackets. In general, the brackets shall be mounted adjacent to and within one foot of their respective luminaires. The brackets shall be fabricated from 3.175 mm (one-eighth (1/8)) inch aluminum alloy sheet according to the dimensions shown on the plans. The bracket shall be bent so as to present the luminaire identification numbers at a sixty (60) degree angle to the wall. The bracket shall be attached to concrete walls with three (3) 6.35 mm (1/4 inch), self drilling, snap-off type galvanized steel concrete anchors set flush with the wall, or power driven fasteners approved by the Engineer. The brackets shall be offset from the wall with 12.7 mm (1/2") aluminum bushings. The structural steel shall not be drilled to attach the brackets. The luminaire identification numbers shall be applied to the bracket using the method described for identification applied to poles.

Procurement. Materials and equipment shall be the products of established manufacturers, and shall be suitable for the service required. The Contractor is obligated to conduct his own search into the timely availability of the specified equipment and to ensure that all materials and equipment are in strict conformance with the contract documents and that delivery schedules are compatible with project time constraints. Materials or equipment items which are similar or identical shall be the product of the same manufacturer. The cost of submittals, certifications, any required samples and similar costs shall not be paid for extra but shall be included in the pay item bid price for the respective material or work.

UL Label. Unless otherwise indicated, materials and equipment shall bear the UL label whenever such labeling is available for the type of material or equipment being furnished.

Ground Rod

Effective: January 1, 2002

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

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

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

CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

Underground Raceways

Effective: January 1, 2002

Revise Article 810.03 of the Standard Specifications to read:

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

Add the following to Article 810.03 of the Standard Specifications:

“All metal conduit installed underground shall be Rigid Metal Conduit unless otherwise indicated on the plans.”

Trench and Backfill for Electrical Work

Effective: January 1, 2002

Revise the first sentence of Article 815.03(a) of the Standard Specifications to read:

“Trench. Trenches shall have a minimum depth of 760 mm (30 in.) or as otherwise indicated on the plans, and shall not exceed 300 mm (12 in.) in width without prior approval of the Engineer.”

Revise Article 1066.05 of the Standard Specifications to read:

“Underground Cable Marking Tape. The tape shall be 150 mm (6 in.) wide; consisting of 0.2 mm (8 mil) polyethylene according to ASTM D882, and ASTM D2103.

The tape shall be red with black lettering or red with silver lettering reading “CAUTION – ELECTRICAL LINE BURIED BELOW”.

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

Light Pole and Luminaire, Install Only

Description. This item shall consist of retrieving from storage and installing a light pole and luminaire, as specified herein, and as indicated. The luminaire will be furnished and stored by the City and it shall be the responsibility of the Contractor to transport the luminaire from the storage site to the job site. The contractor shall contact Mr. Tom Twigg at the City of Evanston at (847) 878-2914 for the location of the storage facility.

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

Item

Article/Section

(a) Pole Wire.....	1066.09
(b) Fuses & Fuse holders.....	1065.01
(c) Fasteners and Hardware.....	1088.03
(d) Lamps.....	1067.02

CONSTRUCTION REQUIREMENTS

Inspection And Acceptance. The Contractor shall examine the light poles and luminaires in the presence of the Engineer and after accepting them shall be held responsible for preservation of the condition of each light pole and luminaire, as it was at the time of acceptance, until the Final Acceptance Inspection.

Transportation. The Contractor shall transport, handle and store (as applicable) the light poles and luminaires in complete conformance with the manufacturer's recommendations. The Contractor shall make arrangements to transfer the light poles and luminaires from the City's storage facility located within the City of Evanston on weekdays between the hours of 8:00 a.m. and 4:00 p.m., excluding other holidays applicable to the City.

Installation. Installation shall be as described in Article 821 and as indicated on the plans.

Method Of Measurement. Light Poles and Luminaires shall be counted, each installed.

Basis Of Payment. This item shall be paid at the contract unit each for **LIGHT POLE AND LUMINAIRE, INSTALL ONLY**, which shall be payment in full for the light pole and luminaire installation.

Wire and Cable

Effective: January 1, 2002

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

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

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

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

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

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

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

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

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

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

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

Aerial Electric Cable Properties

Phase Conductor		Messenger wire			
Size AWG	Stranding	Average Insulation Thickness		Minimum Size AWG	Stranding
		mm	mils		
6	7	1.1	(45)	6	6/1
4	7	1.1	(45)	4	6/1
2	7	1.1	(45)	2	6/1

1/0	19	1.5	(60)	1/0	6/1
2/0	19	1.5	(60)	2/0	6/1
3/0	19	1.5	(60)	3/0	6/1
4/0	19	1.5	(60)	4/0	6/1

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

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

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

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

Revise Article 1066.04 to read:

“Aerial Cable Assembly. The aerial cable shall be an assembly of insulated aluminum conductors according to Section 1066.02 and 1066.03. Unless otherwise indicated, the cable assembly shall be composed of three insulated conductors and a steel reinforced bare aluminum conductor (ACSR) to be used as the ground conductor. Unless otherwise indicated, the code word designation of this cable assembly is “Palomino”. The steel reinforced aluminum conductor shall conform to ASTM B-232. The cable shall be assembled according to ANSI/ICEA S-76-474.”

Revise the second paragraph of Article 1066.05 to read:

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

Revise Article 1066.08 to read:

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

Unit Duct

Effective: October 1, 2002

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

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

Revise Article 1066.01 to read:

“1066.01 Unit Duct. The unit duct shall be an assembly of insulated conductors which are factory pre-installed in a coilable nonmetallic conduit. The polyethylene duct shall be extruded directly over the cable at the factory in long continuous lengths. The unit duct shall be according to NEC Article 354 and be UL Listed.”

Revise Article 1088.01(c) to read:

“(c) Coilable Nonmetallic Conduit.

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

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

Duct dimensions shall conform to the following table:

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

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

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



Route FAU 2832
Section 00-00218-00-FP
County Cook

Marked McCormick Boulevard
Project No. M-8003 (221)

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

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

Paul Schoder
Signature

December 2, 2005
Date

Project Manager
Title

1. Site Description

- a. The following is a description of the construction activity which is the subject of this plan (use additional pages, as necessary):
This improvement consists of roadway reconstruction, and widening, construction of storm sewers, drainage structures, landscaping, striping, lighting, traffic signals, and all incidental and collateral work as necessary to complete the improvement shown herein and as described in the specifications.
- b. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading (use additional pages, as necessary):
Stage 1 - Installation of Storm Sewer Outfalls I, II, and III. Remove existing pavement and excavate the west side of McCormick Boulevard from Emerson Street to Bridge Street.
Stage 2 - Remove existing pavement and excavate the east side of McCormick Boulevard from Emerson Street to Bridge Street.
Stage 3 - Remove the existing pavement and excavate the east and west sides of McCormick Boulevard from Bridge Street to Green Bay Road. Excavate for the eastbound left turn lane on Green Bay Road.
- c. The total area of the construction site is estimated to be 9.8 acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is 9.8 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):

Stabilization practices include Permanent Sodding. A description of is provided below:

Sodding:

All areas disturbed by construction will be stabilized with permanent sodding immediately following the finished grading. All areas will receive 4 inches of topsoil. All sodding will be placed in accordance with the Landscaping Plans attached to this plan. Temporary erosion control seeding will be placed over any disturbed area which will not be permanently landscaped within 7 days.

- (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):

Structural practices include Inlet and Pipe Protection and Perimeter Erosion Control Barrier. A description is provided below.

Inlet and Pipe Protection:

Inlet and pipe protection will be used at all inlets, catch basins or inlet pipes to catch silt and debris prior to getting into the sewer system.

Perimeter Erosion Barrier:

A silt filter fence will be placed adjacent to the areas of construction to intercept water borne silt and prevent it from leaving the site. Silt fences will be placed near the right-of-way and temporary easements. The project drains to a closed drainage system

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):

Perimeter Erosion Barrier will be placed at the ROW to prevent any runoff of sediment from on site.

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:

All management practices, controls and other provisions provided in this plan and the Traffic Control and Erosion Control Plans are in accordance with IDOT Standard Specifications for Road and Bridge Construction and the Illinois Urban Manual.

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):

Inlet and Pipe Protection:

Inlet and pipe protection will be used at all inlets, catch basins or inlet pipes to catch silt and debris prior to getting into the sewer system.

Perimeter Erosion Barrier:

A silt filter fence will be placed adjacent to the areas of construction to intercept water borne silt and prevent it from leaving the site. Silt fences will be placed near the right-of-way and temporary easements. The project drains to a closed drainage system

Sodding:

All areas disturbed by construction will be stabilized with permanent sodding immediately following the finished grading. All areas will receive 4 inches of topsoil. All sodding will be placed in accordance with the Landscaping Plans attached to this plan. Temporary erosion control seeding will be placed over any disturbed area which will not be permanently landscaped within 7 days.

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 known non-storm discharges exist within the project limits.



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

Project Information:

Route FAU 2832
Section 00-00218-00-FP
County Cook

Marked McCormick Boulevard
Project No. M-8003 (221)

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

Signature

Date

Title

Name of Firm

Street Address

City State

Zip Code

Telephone Number

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**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
NOTICE OF INTENT (NOI)
GENERAL PERMIT TO DISCHARGE STORM WATER
CONSTRUCTION SITE ACTIVITIES**

OWNER INFORMATION

NAME:	LAST City of Evanston	FIRST	MIDDLE	(OR COMPANY NAME)	OWNER TYPE:	City	
MAILING ADDRESS:	2100 Ridge Avenue						
CITY:	Evanston	STATE:	IL	ZIP:	60201		
CONTACT PERSON:	Mr. Sat Nagar	TELEPHONE NUMBER:	AREA CODE 847	NUMBER 866-2967			

CONTRACTOR INFORMATION

NAME:	LAST	FIRST	MIDDLE	(OR COMPANY NAME)	TELEPHONE NUMBER:	AREA CODE	NUMBER
MAILING ADDRESS:	CITY:			STATE:	ZIP:		

CONSTRUCTION SITE INFORMATION

SELECT ONE:	<input type="checkbox"/> New Site <input type="checkbox"/> CHANGE OF INFORMATION TO PERMIT NO. ILR10						
FACILITY NAME:	FAU 2832 (McCormick Boulevard)			OTHER NPDES PERMIT NOS.:			
FACILITY LOCATION:	FAU 1312 (Emerson Street) to FAU 2744 (Green Bay Road)			TELEPHONE NUMBER:	AREA CODE	NUMBER	
CITY:	Evanston	ST:	IL	ZIP:	60201	LATITUDE:	87 42 30
COUNTY:	Cook	SECTION:	12,13,14	TOWNSHIP:	41N	RANGE:	13E
APPROX. CONST. START DATE:	03 / 01 / 06	APPROX. CONSTRUCTION END DATE:	10 / 31 / 06	TOTAL SIZE OF CONSTRUCTION SITE IN ACRES:		0010	
STORM WATER POLLUTION PREVENTION PLAN COMPLETED <input type="checkbox"/> YES <input type="checkbox"/> NO (if no, separate notification required to Agency prior to construction.)							

TYPE OF CONSTRUCTION

Reconstruction	TYPE BRIEF DESCRIPTION OF PROJECT: Transportation project including roadway reconstruction and widening, and construction of storm sewer.
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HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE

HAS THIS PROJECT SATISFIED APPLICABLE REQUIREMENTS FOR COMPLIANCE WITH ILLINOIS LAW ON:			
HISTORIC PRESERVATION	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
ENDANGERED SPECIES	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	

RECEIVING WATER INFORMATION

DOES YOUR STORM WATER DISCHARGE DIRECTLY TO: <input type="checkbox"/> WATERS OF THE STATE OR <input checked="" type="checkbox"/> STORM SEWER	OWNER OF STORM SEWER SYSTEM: City of Evanston
NAME OF CLOSEST RECEIVING WATER:	North Shore Channel

I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a storm water pollution prevention plan and a monitoring program plan, will be complied with.

OWNER SIGNATURE: _____ DATE: _____

MAIL COMPLETED FORM TO: (DO NOT SUBMIT ADDITIONAL DOCUMENTATION UNLESS REQUESTED)	ILLINOIS ENVIRONMENTAL PROTECTION AGENCY DIVISION OF WATER POLLUTION CONTROL ATTN: PERMIT SECTION POST OFFICE BOX 19276 SPRINGFIELD, ILLINOIS 62794-9276 www.epa.state.il.us	FOR OFFICE USE ONLY
		LOG:
		PERMIT NO. ILR10
		DATE:

Information required by this form must be provided to comply with 415 ILCS 5/39 (1996). Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

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

SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES

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

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

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

Revise Article 105.07 of the Standard Specifications to read:

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

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

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.
 - (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
 - (3) The lower vertical limits shall be the limits of excavation.
- (b) For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:

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

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

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

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

AGGREGATE SHIPPING TICKETS (BDE)

Effective: January 1, 2006

Add the following to Article 1003.01 of the Standard Specifications:

- "(f) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Designation of Aggregate Information on Shipping Tickets"."

Add the following to Article 1004.01 of the Standard Specifications:

- "(f) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Designation of Aggregate Information on Shipping Tickets"."

Add the following to Article 1005.01 of the Supplemental Specifications:

- "(d) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Designation of Aggregate Information on Shipping Tickets"."

80156

AUTHORITY OF RAILROAD ENGINEER (BDE)

Effective: July 1, 2004

Revise Article 105.02 of the Standard Specifications to read:

"105.02 Authority of Railroad Engineer. Whenever the safety of railroad traffic is concerned, the Railroad Engineer will have jurisdiction over safety measures to be taken and his/her decision as to the methods, procedures, and measures used shall be final, and any and all Contractors performing work near or about the railroad shall be governed by such decision. Instructions to the Contractor by the Railroad Engineer will be given through the Engineer. Work ordered as specified herein will be classified and paid for according to Article 104.02. Work performed for the Contractor's convenience will not be paid for separately but shall be considered as included in the contract."

80128

BITUMINOUS CONCRETE SURFACE COURSE (BDE)

Effective: April 1, 2001

Revised: April 1, 2003

Replace the fourth paragraph of Article 406.23(b) of the Standard Specifications with the following:

"Mixture for cracks, joints, flangeways, leveling binder (machine method), leveling binder (hand method) and binder course in excess of 103 percent of the quantity specified by the Engineer will not be measured for payment.

Surface course mixture in excess of 103 percent of adjusted plan quantity will not be measured for payment. The adjusted plan quantity for surface course mixtures will be calculated as follows:

Adjusted Plan Quantity = C x quantity shown on the plans or as specified by the Engineer.

where C = metric: $C = \frac{G_{mb} \times 24.99}{U}$ English: $C = \frac{G_{mb} \times 46.8}{U}$

and where:

G_{mb} = average bulk specific gravity from approved mix design.

U = Unit weight of surface course shown on the plans in kg/sq m/25 mm (lb/sq yd/in.), used to estimate plan quantity.

24.99 = metric constant.

46.8 = English constant.

If project circumstances warrant a new surface course mix design, the above equations shall be used to calculate the adjusted plan quantity for each mix design using its respective average bulk specific gravity."

80050

BITUMINOUS EQUIPMENT, SPREADING AND FINISHING MACHINE (BDE)

Effective: January 1, 2005 .

Revise the fourth paragraph of Article 1102.03 of the Standard Specifications to read:

"The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to uniformly place a non-segregated mixture in front of the screed. The distribution system shall have chain curtains, deflector plates, and /or other devices designed and built by the paver manufacturer to prevent segregation during distribution of the mixture from the hopper to the paver screed. The Contractor shall submit a written certification that the devices recommended by the paver manufacturer to prevent segregation have been installed and are operational. Prior to paving, the Contractor, in the presence of the Engineer, shall visually inspect paver parts specifically identified by the manufacturer for excessive wear and the need for replacement. The Contractor shall supply a completed check list to the Engineer noting the condition of the parts. Worn parts shall be replaced. The Engineer may require an additional inspection prior to placement of the surface course or at other times throughout the work."

80142

**CALCIUM CHLORIDE ACCELERATOR FOR PORTLAND CEMENT CONCRETE PATCHING
(BDE)**

Effective: January 1, 2001

The Contractor has the option to use a calcium chloride accelerator for Class PP-1 or Class PP-2 concrete.

80031

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

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

Revise Article 208.02 of the Standard Specifications to read:

"208.02 Materials. Materials shall be according to the following Articles of Section 1000 – Materials:

- (a) Fine Aggregate (Note 1)..... 1003.04
- (b) Coarse Aggregate (Note 2) 1004.06

Note 1. The fine aggregate shall be moist to the satisfaction of the Engineer.

Note 2. The coarse aggregate shall be wet to the satisfaction of the Engineer."

Revise the first sentence of the second paragraph of subparagraph (b) in Article 208.03 of the Standard Specifications to read:

"Any material meeting the requirements of Articles 1003.04 or 1004.06 which has been excavated from the trenches shall be used for backfilling the trenches."

Add the following to the end of Article 542.02 of the Standard Specifications:

- "(bb) Fine Aggregate (Note 1)..... 1003.04
- (cc) Coarse Aggregate (Note 2) 1004.06

Note 1. The fine aggregate shall be moist to the satisfaction of the Engineer.

Note 2. The coarse aggregate shall be wet to the satisfaction of the Engineer."

Revise the first and second sentences of the second paragraph of subparagraph (a) of Article 542.04 of the Standard Specifications to read:

"The unstable and unsuitable material shall be removed to a depth determined by the Engineer and for a width of one diameter (or equivalent diameter) of the pipe on each side of the pipe culvert, and replaced with aggregate. Rock shall be removed to an elevation 300 mm (1 ft) lower than the bottom of the pipe or to a depth equal to 40 mm/m (1/2 in./ft) of ultimate fill height over the top of the pipe culvert, whichever is the greater depth, and for a width as specified in (b) below, and replaced with aggregate."

Revise the second paragraph of subparagraph (c) of Article 542.04 of the Standard Specifications to read:

"Well compacted aggregate, at least 100 mm (4 in.) in depth below the pipe culvert, shall be placed the entire width of the trench and for the length of the pipe culvert, except well compacted impervious material shall be used for the outer 1 m (3 ft) at each end of the pipe. When the trench has been widened by the removal and replacement of unstable or unsuitable material, the foundation material shall be placed for a width not less than the above specified widths on each side of the pipe. The aggregate and impervious material shall be approved by the Engineer and shall be compacted to the Engineer's satisfaction by mechanical means."

Revise subparagraph (e) of Article 542.04 of the Standard Specifications to read:

"(e) Backfilling. As soon as the condition of the pipe culvert will permit, the entire width of the trench shall be backfilled with aggregate to a height of at least the elevation of the center of the pipe. The aggregate shall be placed longitudinally along the pipe culvert, except at the outer 1 m (3 ft) at each end of the culvert which shall be backfilled with impervious material. The elevation of the backfill material on each side of the pipe shall be the same. The space under the pipe shall be completely filled. The aggregate and impervious material shall be placed in 200 mm (8 in.) layers, loose measurement. When using PVC, PE, or corrugated metal pipe, the aggregate shall be continued to a height of at least 300 mm (1 ft) above the top of the pipe and compacted to a minimum of 85 percent of standard lab density by mechanical means. When reinforced concrete pipes are used and the trench is within 600 mm (2 ft) of the pavement structure, the backfill shall be compacted to a minimum of 85 percent of standard lab density by mechanical means.

When using PVC, PE, or corrugated metal pipe a minimum of 300 mm (1 ft) of cover from the top of the pipe to the top of the subgrade will be required.

The installed pipe and its embedment shall not be disturbed when using movable trench boxes and shields, sheet pile, or other trench protection.

The remainder of the trench shall be backfilled with select material, from excavation or borrow, free from large or frozen lumps, clods or rock, meeting the approval of the Engineer. The material shall be placed in layers not exceeding 200 mm (8 in.) in depth, loose measurement and compacted to 95 percent of the standard laboratory density. Compaction shall be obtained by use of mechanical tampers or with approved vibratory compactors. Before compacting, each layer shall be wetted or dried to bring the moisture content within the limits of 80 to 110 percent of optimum moisture content determined according to AASHTO T 99 (Method C). All backfill material shall be deposited in the trench or excavation in such a manner as not to damage the culvert. The filling of the trench shall be carried on simultaneously on both sides of the pipe.

The Contractor may, at his/her expense, backfill the entire trench with aggregate in lieu of select material. The aggregate shall be compacted to the satisfaction of the Engineer by mechanical means.

The backfill material for all trenches and excavations made in the subgrade of the proposed improvement, and for all trenches outside of the subgrade where the inner edge of the trench is within 600 mm (2 ft) of the edge of the proposed pavement, curb, gutter, curb and gutter, stabilized shoulder, or sidewalk shall be according to Section 208. The trench backfill material shall be compacted to a minimum of 85 percent of standard lab density by mechanical means.

The Contractor may, at his/her expense, backfill the entire trench with controlled low strength material meeting the approval of the Engineer.

When the trench has been widened for the removal and replacement of unstable or unsuitable material, the backfilling with aggregate and impervious material, will be required for a width of at least the specified widths on each side of the pipe. The remaining width of each layer may be backfilled with select material. Each 200 mm (8 in.) layer for the entire trench width shall be completed before beginning the placement of the next layer."

Revise subparagraph (b) of Article 542.05 of the Standard Specifications to read:

"(b) Embankment. Embankment extending to an elevation of 300 mm (1 ft) over the top of the pipe shall be constructed according to Article 542.04(f), except the material up to the elevation of the center of the pipe and extending to a width of at least 450 mm (18 in.) on each side of the pipe, exclusive of the outer 1 m (3 ft) at each end of the pipe, shall consist of aggregate. At the outer 1 m (3 ft) at each end of the culvert, impervious material shall be used."

Add the following paragraph after the first paragraph of Article 542.10 of the Standard Specifications:

"Trench backfill will be measured for payment according to Article 208.03."

Add the following paragraph after the third paragraph of Article 542.11 of the Standard Specifications:

"Trench backfill will be paid for according to Article 208.04."

Add the following to of Article 550.02 of the Standard Specifications:

"(m) Fine Aggregate (Note 2).....	1003.04
(n) Coarse Aggregate (Note 3)	1004.06

Note 2. The fine aggregate shall be moist to the satisfaction of the Engineer.

Note 3. The coarse aggregate shall be wet to the satisfaction of the Engineer."

Revise the first two sentences of the third paragraph of Article 550.04 of the Standard Specifications to read:

"Well compacted, aggregate bedding material at least 100 mm (4 in.) in depth below the pipe, shall be placed for the entire width of the trench and length of the pipe. The aggregate shall be compacted to the satisfaction of the Engineer by mechanical means."

Revise Article 550.07 of the Standard Specifications to read:

"550.07 Backfilling. As soon as the condition of the pipe will permit, the entire width of the trench shall be backfilled with aggregate to a height of at least the elevation of the center of the pipe. The aggregate shall be placed longitudinally along the pipe. The elevation of the backfill material on each side of the pipe shall be the same. The space under the pipe shall be completely filled. The aggregate backfill material shall be placed in 200 mm (8 in.) layers, loose measurement and compacted to the satisfaction of the Engineer by mechanical means. When using PVC pipe, the aggregate shall be continued to a height of at least 300 mm (12 in.) above the top of the pipe.

The installed pipe and its embedment shall not be disturbed when using movable trench boxes and shields, sheet pile, or other trench protection.

The remainder of the trench and excavation shall be backfilled to the natural line or finished surface as rapidly as the condition of the sewer will permit. The backfill material shall consist of suitable excavated material from the trench or of trench backfill as herein specified. All backfill material shall be deposited in the trench or excavation in such a manner as not to damage the sewer and shall be compacted to the satisfaction of the Engineer by mechanical means. The filling of the trench shall be carried on simultaneously on both sides of the pipe.

The backfill material for trenches and excavation made in the subgrade of the proposed improvement, and for all trenches outside of the subgrade where the inner edge of the trench is within 600 mm (2 ft) of the edge of the proposed pavement, curb, gutter, curb and gutter, stabilized shoulder or sidewalk shall be according to Section 208. The backfill material shall be compacted to 85 percent of standard lab density by mechanical means.

All backfill material up to a height of 300 mm (1 ft) above the pipe shall be deposited in uniform layers not exceeding 200 mm (8 in.) thick, loose measurement. The material in each layer shall be compacted to the satisfaction of the Engineer by mechanical means. The

backfilling above this height shall be done according to Method 1, 2 or 3 as described below, with the following exceptions.

When trench backfill or excavated material meeting the requirements of Section 208 is required above the first 300 mm (1 ft) of the pipe, the layers shall not exceed 200 mm (8 in.). Gradations CA6 or CA10 shall not be used with Method 2 or Method 3.

Method 1. The material shall be deposited in uniform layers not exceeding 300 mm (1 ft) thick, loose measurement, and each layer shall be compacted to the satisfaction of the Engineer by mechanical means.

Method 2. The material shall be deposited in uniform layers not exceeding 300 mm (1 ft) thick, loose measurement, and each layer shall be either inundated or deposited in water.

Method 3. The trench shall be backfilled with loose material, and settlement secured by introducing water through holes jetted into the backfill to a point approximately 600 mm (2 ft) above the top of the pipe. The holes shall be spaced as directed by the Engineer but shall be no farther than 2 m (6 ft) apart.

The water shall be injected at a pressure just sufficient to sink the holes at a moderate rate of speed. The pressure shall be such that the water will not cut cavities in the backfill material nor overflow the surface. If water does overflow the surface, it shall be drained into the jetted holes by means of shallow trenches.

Water shall be injected as long as it will be absorbed by the backfill material and until samples taken from test holes in the trench show a satisfactory moisture content. The Contractor shall bore the test holes not more than 15 m (50 ft) apart and at such other locations in the trench designated by the Engineer. As soon as the watersoaking has been completed, all holes shall be filled with soil and compacted by ramming with a tool approved by the Engineer.

Backfill material which has been watersoaked shall be allowed to settle and dry for at least 10 days before any surface course or pavement is constructed on it. The length of time may be altered, if deemed desirable, by the Engineer. Where the inner edge of the trench is within 600 mm (2 ft) of the edge of the proposed pavement, curb, gutter, curb and gutter, stabilized shoulder or sidewalk, the provisions of this paragraph shall also apply.

At the end of the settling and drying period, the crusted top of the backfill material shall be scarified and, if necessary, sufficient backfill material added, as specified in Method 1, to complete the backfilling operations.

The method used for backfilling and compacting the backfill material shall be the choice of the Contractor. If the method used does not produce results satisfactory to the Engineer, the Contractor will be required to alter or change the method being used so the resultant backfill will be satisfactory to the Engineer. Should the Contractor be required to alter or change the

method being used, no additional compensation will be allowed for altering or changing the method.

The Contractor may, at his/her expense, backfill the entire trench with controlled low strength material meeting the approval of the Engineer.

When sheeting and bracing have been used, sufficient bracing shall be left across the trench as the backfilling progresses to hold the sides firmly in place without caving or settlement. This bracing shall be removed as soon as practicable. Any depressions which may develop within the area involved in the construction operation due to settlement of the backfilling material shall be filled in a manner approved by the Engineer.

When the Contractor constructs the trench with sloped or benched sides according to Article 550.04, backfilling for the full width of the excavation shall be as specified, except no additional compensation will be allowed for trench backfill material required outside the vertical limits of the specified trench width.

Whenever excavation is made for installing sewer pipe across earth shoulders or private property, the topsoil disturbed by excavation operations shall be replaced as nearly as possible in its original position, and the whole area involved in the construction operations shall be left in a neat and presentable condition.

When using any PVC pipe, the pipe shall be backfilled with aggregate to 300 mm (1 ft) over the top of the pipe and compacted to a minimum of 85 percent of standard lab density by mechanical means.

When reinforced concrete pipes are used and the trench is within 600 mm (2 ft) of the pavement structure, the backfill shall be compacted to a minimum of 85 percent of standard lab density by mechanical means.

Deflection Testing for Storm Sewers. All PVC storm sewers will be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted.

For PVC storm sewers with diameters 600 mm (24 in.) or smaller, a mandrel drag shall be used for deflection testing. For PVC storm sewers with diameters over 600 mm (24 in.), deflection measurements other than by a mandrel drag shall be used.

Where the mandrel is used, the mandrel shall be furnished by the Contractor and pulled by hand through the pipeline with a suitable rope or cable connected to each end. Winching or other means of forcing the deflection gauge through the pipeline will not be allowed.

The mandrel shall be of a shape similar to that of a true circle enabling the gauge to pass through a satisfactory pipeline with little or no resistance. The mandrel shall be of a design to prevent it from tipping from side to side and to prevent debris build-up from occurring between the channels of the adjacent fins or legs during operation. Each end of the core of the mandrel shall have fasteners to which the pulling cables can be attached. The mandrel shall have 9,

various sized fins or legs of appropriate dimension for various diameter pipes. Each fin or leg shall have a permanent marking that states its designated pipe size and percent of deflection allowable.

The outside diameter of the mandrel shall be 95 percent of the base inside diameter, where the base inside diameter is:

For all PVC pipe (as defined using ASTM D 3034 methodology):

If the pipe is found to have a deflection greater than specified, that pipe section shall be removed, replaced, and retested."

Revise subparagraph (c) of Article 1003.04 of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradation shall be as follows:

Backfill, bedding and trench backfill for pipe culverts and storm sewers	FA 1, FA 2, FA 6, or FA 21	
Porous granular embankment and backfill, french drains, and sand backfill for underdrains	FA 1, FA 2, or FA20 (Note 1)	

Note 1: For FA 1, FA 2, and FA 20 the percent passing the 75 μ m (No. 200) sieve shall be 2 ± 2 ."

Revise the title of Article 1004.06 of the Standard Specifications to read:

"Coarse Aggregate for Blotter, Embankment, Backfill, Trench Backfill, French Drains, and Bedding."

Add the following to the end of subparagraph (c) of Article 1004.06 of the Standard Specifications:

"Backfill, bedding, and trench backfill for pipe culverts and storm sewers	CA 6, CA 10, and CA 18"	
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80051

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003

Revised: July 1, 2004

Revise Article 1020.05(b) of the Standard Specifications to read:

- "(b) Admixtures. Except as specified, the use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted only when approved in writing by the Engineer. The Department will maintain an Approved List of Concrete Admixtures. When the Department permits the use of a calcium chloride accelerator, it shall be according to Article 442.02, Note 5.

When the atmosphere or concrete temperature is 18 °C (65 °F) or higher, a retarding admixture meeting the requirements of Article 1021.03 shall be used in the Class BD Concrete and portland cement concrete bridge deck overlays. The amount of retarding admixture to be used will be determined by the Engineer. The proportions of the ingredients of the concrete shall be the same as without the retarding admixture except that the amount of mixing water shall be reduced, as may be necessary, in order to maintain the consistency of the concrete as required. In addition, a high range water-reducing admixture shall be used in Class BD Concrete. The amount of high range water-reducing admixture will be determined by the Engineer. At the option of the Contractor, a water-reducing admixture may be used. Type I cement shall be used.

For Class PC and PS Concrete, a retarding admixture may be added to the concrete mixture when the concrete temperature is 18 °C (65 °F) or higher. Other admixtures may be used when approved by the Engineer, or if specified by the contract. If an accelerating admixture is permitted by the Engineer, it shall be the non-chloride type.

At the Contractor's option, admixtures in addition to an air-entraining admixture may be used for Class PP-1 concrete. The accelerator shall be the non-chloride type. If a water-reducing or retarding admixture is used, the cement factor may be reduced a maximum 18 kg/cu m (0.30 hundredweight/cu yd). If a high range water-reducing admixture is used, the cement factor may be reduced a maximum 36 kg/cu m (0.60 hundredweight/cu yd). Cement factor reductions shall not be cumulative when using multiple admixtures. An accelerator shall always be added prior to a high range water-reducing admixture, if both are used.

If Class C fly ash or ground granulated blast-furnace slag is used in Class PP-1 concrete, a water-reducing or high range water-reducing admixture shall be used. However, the cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used. In addition, an accelerator shall not be used.

For Class PP-2 or PP-3 concrete, a non-chloride accelerator followed by a high range water-reducing admixture shall be used, in addition to the air-entraining admixture. For Class PP-3 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-2 or PP-3 concrete, the Contractor has the option to use a water-reducing admixture. A retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

When the air temperature is less than 13 °C (55 °F) for Class PP-1 or PP-2 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-4 concrete, a high range water-reducing admixture shall be used in addition to the air-entraining admixture. The Contractor has the option to use a water-reducing admixture. An accelerator shall not be used. For stationary or truck mixed concrete, a retarding admixture shall be used to allow for haul time. The Contractor has the option to use a mobile portland cement concrete plant according to Article 1103.04, but a retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

If the Department specifies a calcium chloride accelerator for Class PP-1 concrete, the maximum chloride dosage shall be 1.0 L (1.0 quart) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.0 L (2.0 quarts) per 45 kg (100 lb) of cement if approved by the Engineer. If the Department specifies a calcium chloride accelerator for Class PP-2 concrete, the maximum chloride dosage shall be 1.3 L (1.3 quarts) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.6 L (2.6 quarts) per 45 kg (100 lb) of cement if approved by the Engineer.

For Class PV, MS, SI, RR, SC and SH concrete, at the option of the Contractor, or when specified by the Engineer, a water-reducing admixture or a retarding admixture may be used. The amount of water-reducing admixture or retarding admixture permitted will be determined by the Engineer. The air-entraining admixture and other admixtures shall be added to the concrete separately, and shall be permitted to intermingle only after they have separately entered the concrete batch. The sequence, method and equipment for adding the admixtures shall be approved by the Engineer. The water-reducing admixture shall not delay the initial set of the concrete by more than one hour. Type I cement shall be used.

When a water-reducing admixture is added, a cement factor reduction of up to 18 kg/cu m (0.30 hundredweight/cu yd), from the concrete designed for a specific slump without the admixture, will be permitted for Class PV, MS, SI, RR, SC and SH concrete. When an approved high range water-reducing admixture is used, a cement factor reduction of up to 36 kg/cu m (0.60 hundredweight/cu yd), from a specific water cement/ratio without the admixture, will be permitted based on a 14 percent minimum water reduction. This is applicable to Class PV, MS, SI, RR, SC and SH concrete. A cement factor below 320 kg/cu m (5.35 hundredweight/cu yd) will not be permitted for Class PV, MS, SI, RR, SC and SH concrete. A cement factor reduction will not be

allowed for concrete placed underwater. Cement factor reductions shall not be cumulative when using multiple admixtures.

For use of admixtures to control concrete temperature, refer to Articles 1020.14(a) and 1020.14(b).

The maximum slumps given in Table 1 may be increased to 175 mm (7 in.) when a high range water-reducing admixture is used for all classes of concrete except Class PV and PP."

Revise Section 1021 of the Standard Specifications to read:

"SECTION 1021. CONCRETE ADMIXTURES

1021.01 General. Admixtures shall be furnished in liquid form ready for use. The admixtures may be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable to the satisfaction of the Engineer as to manufacturer and trade name of the material they contain.

Prior to inclusion of a product on the Department's Approved List of Concrete Admixtures, the manufacturer shall submit a report prepared by an independent laboratory accredited by the AASHTO Accreditation Program. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 335 kg/cu m (5.65 cwt/cu yd). Compressive strength test results for six months and one year will not be required.

In addition to the report, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 335 kg/cu m (5.65 cwt/cu yd). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by the AASHTO Accreditation Program.

Prior to the approval of an admixture, the Engineer may conduct all or part of the applicable tests on a sample that is representative of the material to be furnished. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 335 kg/cu m (5.65 cwt/cu yd). For freeze-thaw testing, the Department will perform the test according to Illinois Modified AASHTO T 161, Procedure B.

The manufacturer shall include in the submittal the following information according to ASTM C 494; the average and manufacturing range of specific gravity, the average and manufacturing range of solids in the solution, and the average and manufacturing range of pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory accredited by the AASHTO Accreditation Program.

All admixtures, except chloride-based accelerators, shall contain no more than 0.3 percent chloride by mass (weight).

1021.02 Air-Entraining Admixtures. Air-entraining admixtures shall conform to the requirements of AASHTO M 154.

If the manufacturer certifies that the air-entraining admixture is an aqueous solution of Vinsol resin that has been neutralized with sodium hydroxide (caustic soda), testing for compliance with the requirements may be waived by the Engineer. In the certification, the manufacturer shall show complete information with respect to the formulation of the solution, including the number of parts of Vinsol resin to each part of sodium hydroxide. Before the approval of its use is granted, the Engineer will test the solution for its air-entraining quality in comparison with a solution prepared and kept for that purpose.

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall comply with the following requirements:

- (a) The retarding admixture shall comply with the requirements of AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall comply with the requirements of AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

When a Type F or Type G high range water-reducing admixture is used, water-cement ratios shall be a minimum of 0.32.

Type F or Type G admixtures may be used, subject to the following restrictions:

For Class MS, SI, RR, SC and SH concrete, the water-cement ratio shall be a maximum of 0.44.

The Type F or Type G admixture shall be added at the jobsite unless otherwise directed by the Engineer. The initial slump shall be a minimum of 40 mm (1 1/2 in.)

prior to addition of the Type F or Type G admixture, except as approved by the Engineer.

When a Type F or Type G admixture is used, retempering with water or with a Type G admixture will not be allowed. An additional dosage of a Type F admixture, not to exceed 40 percent of the original dosage, may be used to retemper concrete once, provided set time is not unduly affected. A second retempering with a Type F admixture may be used for all classes of concrete except Class PP and SC, provided that the dosage does not exceed the dosage used for the first retempering, and provided that the set time is not unduly affected. No further retempering will be allowed.

Air tests shall be performed after the addition of the Type F or Type G admixture.

1021.04 Set Accelerating Admixtures. The admixture shall comply with the requirements of AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating)"

80094

CURING AND PROTECTION OF CONCRETE CONSTRUCTION (BDE)

Effective: January 1, 2004

Revised: November 1, 2005

Revise the second and third sentences of the eleventh paragraph of Article 503.06 of the Standard Specifications to read:

"Forms on substructure units shall remain in place at least 24 hours. The method of form removal shall not result in damage to the concrete."

Delete the twentieth paragraph of Article 503.22 of the Standard Specifications.

Revise the "Unit Price Adjustments" table of Article 503.22 of the Standard Specifications to read:

"UNIT PRICE ADJUSTMENTS"	
Type of Construction	Percent Adjustment in Unit Price
For concrete in substructures, culverts (having a waterway opening of more than 1 sq m (10 sq ft)), pump houses, and retaining walls (except concrete pilings, footings and foundation seals):	
When protected by:	
Protection Method II	115%
Protection Method I	110%
For concrete in superstructures:	
When protected by:	
Protection Method II	123%
Protection Method I	115%
For concrete in footings:	
When protected by:	
Protection Method I, II or III	107%
For concrete in slope walls:	
When protected by:	
Protection Method I	107%

Delete the fourth paragraph of Article 504.05(a) of the Standard Specifications.

Revise the second and third sentences of the fifth paragraph of Article 504.05(a) of the Standard Specifications to read:

"All test specimens shall be cured with the units according to Article 1020.13."

Revise the first paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"Curing and Low Air Temperature Protection. The curing and protection for precast, prestressed concrete members shall be according to Article 1020.13 and this Article."

Revise the first sentence of the second paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"For curing, air vents shall be in place and shall be so arranged that no water can enter the void tubes during the curing of the members."

Revise the first sentence of the third paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"As soon as each member is finished, the concrete shall be covered with curing material according to Article 1020.13."

Revise the eighth paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"The prestressing force shall not be transferred to any member before the concrete has attained the compressive strength of 28,000 kPa (4000 psi) or other higher compressive release strength specified on the plans, as determined from tests of 150 mm (6 in.) by 300 mm (12 in.) cylinders cured with the member according to Article 1020.13. Members shall not be shipped until 28-day strengths have been attained and members have a yard age of at least 4 days."

Delete the third paragraph of Article 512.03(a) of the Standard Specifications.

Delete the last sentence of the second paragraph of Article 512.04(d) of the Standard Specifications.

Revise the "Index Table of Curing and Protection of Concrete Construction" table of Article 1020.13 of the Standard Specifications to read:

"INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION"			
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
Cast-in-Place Concrete: ^{11/}			
Pavement			
Shoulder	1020.13(a)(1)(2)(3)(4)(5) ^{9/5/}	3	1020.13(c)
Base Course			
Base Course Widening	1020.13(a)(1)(2)(3)(4)(5) ^{1/2/}	3	1020.13(c)
Driveway			
Median			
Curb			
Gutter	1020.13(a)(1)(2)(3)(4)(5) ^{4/5/}	3	1020.13(c) ^{16/}
Curb and Gutter			
Sidewalk			
Slope Wall			
Paved Ditch			
Catch Basin			
Manhole	1020.13(a)(1)(2)(3)(4)(5) ^{4/}	3	1020.13(c)
Inlet			
Valve Vault			
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) ^{2/}	3 ^{12/}	1020.13(c)
Pavement Replacement	1020.13(a)(1)(2)(3)(4)(5) ^{1/2/}	3	442.06(h) and 1020.13(c)
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)
Piles	1020.13(a)(3)(5)	7	1020.13(e)(1)(2)(3)
Footings			
Foundation Seals	1020.13(a)(1)(2)(3)(4)(5) ^{4/6/}	7	1020.13(e)(1)(2)(3)
Substructure	1020.13(a)(1)(2)(3)(4)(5) ^{1/7/}	7	1020.13(e)(1)(2)(3)
Superstructure (except deck)	1020.13(a)(1)(2)(3)(5) ^{8/}	7	1020.13(e)(1)(2)
Deck	1020.13(a)(5)	7	1020.13(e)(1)(2) ^{17/}
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5) ^{1/7/}	7	1020.13(e)(1)(2)
Pump Houses	1020.13(a)(1)(2)(3)(4)(5) ^{1/}	7	1020.13(e)(1)(2)
Culverts	1020.13(a)(1)(2)(3)(4)(5) ^{4/6/}	7	1020.13(e)(1)(2) ^{18/}
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)
Precast Concrete: ^{11/}			
Bridge Beams			
Piles			
Bridge Slabs	1020.13(a)(3)(5) ^{9/ 10/}	As required. ^{13/}	504.06(c)(6), 1020.13(e)(2) ^{19/}
Nelson Type Structural Member			
All Other Precast Items	1020.13(a)(3)(4)(5) ^{2/ 9/ 10/}	As required. ^{14/}	504.06(c)(6), 1020.13(e)(2) ^{19/}
Precast, Prestressed Concrete: ^{11/}			
All Items	1020.13(a)(3)(5) ^{9/ 10/}	Until strand tensioning is released. ^{15/}	504.06(c)(6), 1020.13(e)(2) ^{19/}

Notes-General:

- 1/ Type I, membrane curing only
- 2/ Type II, membrane curing only
- 3/ Type III, membrane curing only
- 4/ Type I, II and III membrane curing
- 5/ Membrane curing will not be permitted between November 1 and April 15.
- 6/ The use of water to inundate footings, foundation seals or the bottom slab of culverts is permissible when approved by the Engineer, provided the water temperature can be maintained at 7 °C (45 °F) or higher.
- 7/ Asphalt Emulsion for Waterproofing may be used in lieu of other curing methods when specified and permitted according to Article 503.18.
- 8/ On non-traffic surfaces which receive protective coat according to Article 503.19, a linseed oil emulsion curing compound may be used as a substitute for protective coat and other curing methods. The linseed emulsion curing compound will be permitted between April 16 and October 31 of the same year, provided it is applied with a mechanical sprayer according to Article 1101.09 (b), and meets the material requirements of Article 1022.07.
- 9/ Steam curing (heat and moisture) is acceptable and shall be accomplished by the method specified in Article 504.06(c)(6).
- 10/ A moist room according to AASHTO M 201 is acceptable for curing.
- 11/ If curing is required and interrupted because of form removal for cast-in-place concrete items, precast concrete products, or precast prestressed concrete products, the curing shall be resumed within two hours from the start of the form removal.
- 12/ Curing maintained only until opening strength is attained, with a maximum curing period of three days.
- 13/ The curing period shall end when the concrete has attained the mix design strength. The producer has the option to discontinue curing when the concrete has attained 80 percent of the mix design strength or after seven days. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 14/ The producer shall determine the curing period or may elect to not cure the product. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 15/ The producer has the option to continue curing after strand release.
- 16/ When structural steel or structural concrete is in place above slope wall, Article 1020.13(c) shall not apply. The protection method shall be according to Article 1020.13(e)(1).
- 17/ When Article 1020.13(e)(2) is used to protect the deck, the housing may enclose only the bottom and sides. The top surface shall be protected according to Article 1020.13(e)(1).
- 18/ For culverts having a waterway opening of 1 sq m (10 sq ft) or less, the culverts may be protected according to Article 1020.13(e)(3).
- 19/ The seven day protection period in the first paragraph of Article 1020.13(e)(2) shall not apply. The protection period shall end when curing is finished. For the third paragraph of Article 1020.13(e)(2), the decrease in temperature shall be according to Article 504.06(c)(6)."

Add the following to Article 1020.13(a) of the Standard Specifications:

"(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry cotton mats. The cotton mats shall be placed in a manner which will not mar the concrete surface. A texture resulting from the cotton mat material is acceptable. The cotton mats shall then be wetted immediately and thoroughly soaked with a gentle spray of water. For bridge decks, a foot bridge shall be used to place and wet the cotton mats.

The cotton mats shall be maintained in a wetted condition until the concrete has hardened sufficiently to place soaker hoses without marring the concrete surface. The soaker hoses shall be placed on top of the cotton mats at a maximum 1.2 m (4 ft) spacing. The cotton mats shall be kept wet with a continuous supply of water for the remainder of the curing period. Other continuous wetting systems may be used if approved by the Engineer.

After placement of the soaker hoses, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets.

For construction items other than bridge decks, soaker hoses or a continuous wetting system will not be required if the alternative method keeps the cotton mats wet. Periodic wetting of the cotton mats is acceptable.

For areas inaccessible to the cotton mats on bridge decks, curing shall be according to Article 1020.13(a)(3)."

Revise the first paragraph of Article 1020.13(c) of the Standard Specifications to read:

"Protection of Portland Cement Concrete, Other Than Structures, From Low Air Temperatures. When the official National Weather Service forecast for the construction area predicts a low of 0 °C (32 °F), or lower, or if the actual temperature drops to 0 °C (32 °F), or lower, concrete less than 72 hours old shall be provided at least the following protection:"

Delete Article 1020.13(d) and Articles 1020.13(d)(1),(2),(3),(4) of the Standard Specifications.

Revise the first five paragraphs of Article 1020.13(e) of the Standard Specifications to read:

"Protection of Portland Cement Concrete Structures From Low Air Temperatures. When the official National Weather Service Forecast for the construction area predicts a low below 7 °C (45 °F), or if the actual temperature drops below 7 °C (45 °F), concrete less than 72 hours old shall be provided protection. Concrete shall also be provided protection when placed during the winter period of December 1 through March 15. Concrete shall not be placed until the materials, facilities, and equipment for protection are approved by the Engineer.

When directed by the Engineer, the Contractor may be required to place concrete during the winter period. If winter construction is specified, the Contractor shall proceed with the construction, including concrete, excavation, pile driving, steel erection, and all appurtenant work required for the complete construction of the item, except at times when weather conditions make such operations impracticable.

Regardless of the precautions taken, the Contractor shall be responsible for protection of the concrete placed and any concrete damaged by cold temperatures shall be removed and replaced at no additional cost to the Department."

Add the following at the end of the third paragraph of Article 1020.13(e)(1) of the Standard Specifications:

"The Contractor shall provide means for checking the temperature of the surface of the concrete during the protection period."

Revise the second sentence of the first paragraph of Article 1020.13(e)(2) of the Standard Specifications to read:

"The Contractor shall provide means for checking the temperature of the surface of the concrete or air temperature within the housing during the protection period."

Delete the last sentence of the first paragraph of Article 1020.13(e)(3) of the Standard Specifications.

Add the following Article to Section 1022 of the Standard Specifications:

"1022.06 Cotton Mats. Cotton mats shall consist of a cotton fill material, minimum 400 g/sq m (11.8 oz/sq yd), covered with unsized cloth or burlap, minimum 200 g/sq m (5.9 oz/sq yd), and be tufted or stitched to maintain stability.

Cotton mats shall be in a condition satisfactory to the Engineer. Any tears or holes in the mats shall be repaired."

Add the following Article to Section 1022 of the Standard Specifications:

"1022.07 Linseed Oil Emulsion Curing Compound. Linseed oil emulsion curing compound shall be composed of a blend of boiled linseed oil and high viscosity, heavy bodied linseed oil emulsified in a water solution. The curing compound shall meet the requirements of a Type I according to Article 1022.01, except the drying time requirement will be waived. The oil phase shall be 50 ± 4 percent by volume. The oil phase shall consist of 80 percent by mass (weight) boiled linseed oil and 20 percent by mass (weight) Z-8 viscosity linseed oil. The water phase shall be 50 ± 4 percent by volume."

Revise Article 1020.14 of the Standard Specifications to read:

1020.14 Temperature Control for Placement. Temperature control for concrete placement shall be according to the following.

- (a) Temperature Control other than Structures. The temperature of the concrete immediately before placement shall be a minimum of 10 °C (50 °F) and a maximum of 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

Plastic concrete temperatures up to 35 °C (96 °F), as placed, may be permitted provided job site conditions permit placement and finishing without excessive use of water on and/or overworking of the surface. The occurrence within 24 hours of unusual surface distress shall be cause to revert to a maximum 32 °C (90 °F) plastic concrete temperature.

Concrete shall not be placed when the air temperature is below 5 °C (40 °F) and falling or below 2 °C (35 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to between 20 °C (70 °F) and 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

For pavement patching, refer to Article 442.06(e) for additional information on temperature control for placement.

- (b) Temperature Control for Structures. The temperature of the concrete, as placed in the forms, shall be a minimum of 10 °C (50 °F) and a maximum of 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits. When insulated forms are used, the temperature of the concrete mixture shall not exceed 25 °C (80 °F). If the Engineer determines that heat of hydration might cause excessive temperatures in the concrete, the concrete shall be placed at a temperature between 10 °C (50 °F) and 15 °C (60 °F). When concrete is placed in contact with previously placed concrete, the temperature of the concrete may be increased as required to offset anticipated heat loss.

Concrete shall not be placed when the air temperature is below 7 °C (45 °F) and falling or below 4 °C (40 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to between 20 °C (70 °F) and 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

- (c) Temperature. The concrete temperature shall be determined according to ASTM C 1064."

80114

DETECTABLE WARNINGS (BDE)

Effective: August 1, 2005

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

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

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

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

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

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

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

Products that are colored shall be colored their entire thickness.

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

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

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

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

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

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

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

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

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

80146

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Effective: September 1, 2000

Revised: June 22, 2005

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% state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100% state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

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

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

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

unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 13 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

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

- (a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven (7) working days after the date of letting. To meet the seven (7) day requirement, the bidder may send the Plan by certified mail or delivery service within the seven (7) working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven (7) working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven (7) day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other

bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The name and address of each DBE to be used;
 - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
 - (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
 - (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five (5) working day period in order to cure the deficiency.

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

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

- (a) DBE as the Contractor: 100% goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100% goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100% goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.
- (d) DBE as a trucker: 100% goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
 - (1) 60% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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 (5) working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen

Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be

directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor 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.

EPOXY COATING ON REINFORCEMENT (BDE)

Effective: April 1, 1997

Revised: January 1, 2003

For work outside the limits of bridge approach pavement, all references to epoxy coating in the Highway Standards and Standard Specifications for reinforcement, tie bars and chair supports will not apply for pavement, shoulders, curb, gutter, combination curb and gutter and median.

31578

EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: August 1, 2001

Revised: November 1, 2001

When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, he/she will direct the Contractor in writing to correct the deficiency. The Contractor shall then correct the deficiency within 24 hours. The deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for Construction Site Activities.

If the Contractor fails to correct the deficiency(s) within 24 hours, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The time period will begin with the initial written notification to the Contractor and end with the Engineer's acceptance of the corrected work. The per calendar day deduction will be either \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater.

If the Contractor fails to respond, the Engineer may correct the deficiencies and deduct the cost from monies due or which may become due the Contractor. This corrective action shall in no way relieve the Contractor of his/her contractual requirements or responsibilities.

80055

EXPANSION JOINTS (BDE)

Effective: August 1, 2003

Add the following paragraph after the second paragraph of Article 420.10(e) of the Standard Specifications:

"After the dowel bars are oiled, plastic expansion caps shall be secured to the bars maintaining a minimum expansion gap of 50 mm (2 in.) between the end of the bar and the end of the cap. The caps shall fit snugly on the bar and the closed end shall be watertight. For expansion joints formed using dowel bar basket assemblies, the caps shall be installed on the alternating free ends of the bars. For expansion joints formed using a construction header, the caps shall be installed on the exposed end of each bar once the header has been removed and the joint filler material has been installed."

80103

FLAGGER VESTS (BDE)

Effective: April 1, 2003

Revised: January 1, 2006

Revise the first sentence of Article 701.04(c)(1) of the Standard Specifications to read:

"The flagger shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-2004 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e)."

Revise Article 701.04(c)(6) of the Standard Specifications to read:

"(6) Nighttime Flagging. Flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 108 lux (10 fc) measured 300 mm (1 ft) out from the flagger's chest. The bottom of any luminaire shall be a minimum of 3 m (10 ft) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties.

The flagger vest shall be a fluorescent orange or fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 3 garments."

80101

FREEZE-THAW RATING (BDE)

Effective: November 1, 2002

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

“When coarse aggregate is used to produce portland cement concrete for base course, base course widening, pavement, driveway pavement, sidewalk, shoulders, curb, gutter, combination curb and gutter, median, paved ditch or their repair using concrete, the gradation permitted will be determined from the results of the Department’s Freeze-Thaw Test.”

80079

FURNISHED EXCAVATION (BDE)

Effective: August 1, 2002

Revised: November 1, 2004

Revise Article 204.01 of the Standard Specifications to read:

Description. Borrow excavation and furnished excavation shall consist of excavating suitable materials obtained from locations approved by the Engineer and transporting the materials to various locations throughout the limits of the contract."

Revise Article 204.07(b) of the Standard Specifications to read:

"(b) Measured Quantities. Furnished excavation will be computed for payment in cubic meters (cubic yards) as follows:

Furnished Excavation = Embankment - [Suitable Excavation x (1 - Shrinkage Factor)]

Where:

Embankment = the volume of fill in its final position computed by the method of average end areas and based upon the existing ground line as shown on the plans except as noted in (1) and (2) below;

Suitable Excavation = earth excavation, rock excavation, and other on-site excavation suitable for use in embankments as shown in the Earthwork Schedule on the plans;

Shrinkage Factor = 0.25 unless otherwise shown on the plans.

(1) If the Contractor so requests, the Engineer will reestablish the existing ground line after the clearing and tree removal have been performed according to Section 201 and the top 150 mm (6 in.) of the existing ground surface has been disked and compacted to the satisfaction of the Engineer.

(2) If settlement platforms are erected, the Engineer will reestablish the existing ground line after the embankment is complete as specified in Article 204.07(a)(2).

Furnished excavation placed in excess of that required for the execution of the contract will not be measured for payment."

Add the following paragraph to the end of Article 204.07 of the Standard Specifications:

"The quantity for furnished excavation will not be recalculated when surplus, suitable materials are utilized in embankments according to Article 202.03."

80072

HAND VIBRATOR (BDE)

Effective: November 1, 2003

Add the following paragraph to Article 1103.17(a) of the Standard Specifications:

"The vibrator shall have a non-metallic head for areas containing epoxy coated reinforcement. The head shall be coated by the manufacturer. The hardness of the non-metallic head shall be less than the epoxy coated reinforcement, resulting in no damage to the epoxy coating. Slip-on covers will not be allowed."

80054

INLET FILTERS (BDE)

Effective: August 1, 2003

Add the following to Article 280.02 of the Standard Specifications:

"(k) Inlet Filters..... 1081.15(h)"

Add the following paragraph after the first paragraph of Article 280.04(c) of the Standard Specifications:

"When specified, drainage structures shall be protected with inlet filters. Inlet filters shall be installed either directly on the drainage structure or under the grate of the drainage structure resting on the lip of the frame. The fabric bag shall hang down into the drainage structure. Prior to ordering materials, the Contractor shall determine the size and shape of the various drainage structures being protected."

Revise Article 280.07(d) of the Standard Specifications to read:

"(d) Inlet and Pipe Protection. This work will be paid for at the contract unit price per each for INLET AND PIPE PROTECTION.

Protection of drainage structures with inlet filters will be paid for at the contract unit price per each for INLET FILTERS."

Add the following to Article 1081.15 of the Standard Specifications:

"(h) Inlet Filters. An inlet filter shall consist of a steel frame with a two piece geotextile fabric bag attached with a stainless steel band and locking cap that is suspended from the frame. A clean, used bag and a used steel frame in good condition meeting the approval of the Engineer may be substituted for new materials. Materials for the inlet filter assembly shall conform to the following requirements:

(1) Frame Construction. Steel shall conform to Article 1006.04.

Frames designed to fit under a grate shall include an overflow feature that is welded to the frame's ring. The overflow feature shall be designed to allow full flow of water into the structure when the filter bag is full. The dimensions of the frame shall allow the drainage structure grate to fit into the inlet filter assembly frame opening. The assembly frame shall rest on the inside lip of the drainage structure frame for the full variety of existing and proposed drainage structure frames that are present on this contract. The inlet filter assembly frame shall not cause the drainage structure grate to extend higher than 6 mm (1/4 in.) above the drainage structure frame.

- (2) Grate Lock. When the inlet is located in a traffic lane, a grate lock shall be used to secure the grate to the frame. The grate lock shall conform to the manufacturer's requirements for materials and installation.
- (3) Geotextile Fabric Bag. The sediment bag shall be constructed of an inner filter bag and an outer reinforcement bag.
- a. Inner Filter Bag. The inner filter bag shall be constructed of a polypropylene geotextile fabric with a minimum silt and debris capacity of 0.06 cu m (2.0 cu ft). The bag shall conform to the following requirements:

Inner Filter Bag		
Material Property	Test Method	Minimum Avg. Roll Value
Grab Tensile Strength	ASTM D 4632	45 kg (100 lb)
Grab Tensile Elongation	ASTM D 4632	50%
Puncture Strength	ASTM D 4833	29 kg (65 lb)
Trapezoidal Tear	ASTM D 4533	20 kg (45 lb)
UV Resistance	ASTM D 4355	70% at 500 hours
Actual Open Size	ASTM D 1420	212 μ m (No. 70 sieve US)
Permittivity	ASTM D 4491	2.0/sec
Water Flow Rate	ASTM D 4491	5900 Lpm/sq m (145 gpm/sq ft)

- b. Outer Reinforcement Bag. The outer reinforcement bag shall be constructed of polyester mesh material that conforms to the following requirements:

Outer Reinforcement Bag		
Material Property	Test Method	Value
Content	ASTM D 629	Polyester
Weight	ASTM D 3776	155 g/sq m (4.55 oz/sq yd) \pm 15%
Whales (holes)	ASTM D 3887	7.5 \pm 2 holes/25 mm (1 in.)
Chorses (holes)	ASTM D 3887	15.5 \pm 2holes/25 mm (1 in.)
Instronball Burst	ASTM D 3887	830 kPa (120 psi) min.
Thickness	ASTM D 1777	1.0 \pm 0.1 mm (0.040 \pm 0.005 in.)

- (4) Certification. The manufacturer shall furnish a certification with each shipment of inlet filters, stating the amount of product furnished, and that the material complies with these requirements."

LIGHT EMITTING DIODE (LED) PEDESTRIAN SIGNAL HEAD (BDE)

Effective: November 1, 2005

Add the following paragraph to the end of Article 802.03 of the Standard Specifications:

"The warranty for light emitting diode (LED) modules, including the maintained minimum luminous intensities, shall cover a minimum of 60 months from the date of delivery."

Revise Article 881.01 of the Standard Specifications to read:

"**881.01 Description.** This work shall consist of furnishing and installing a conventional pedestrian signal head or light emitting diode (LED) pedestrian signal head."

Revise Article 881.02(a) of the Standard Specifications to read:

"(a) Signal Heads.....1078.01"

Revise the first paragraph of Article 881.04 of the Standard Specifications to read:

"**881.04 Basis of Payment.** This work will be paid for at the contract unit price each for PEDESTRIAN SIGNAL HEAD or PEDESTRIAN SIGNAL HEAD, LED of the type specified and of the material type when specified."

Revise Article 1078.02(b) of the Standard Specifications to read:

"(b) Optical Unit. Only symbolic walk (walking person) and don't walk (upraised palm) indications shall be used.

(1) Conventional Pedestrian Signal. Each signal section shall have an optical unit according to Article 1078.01(c), except the lamp for a 300 mm (12 in.) section shall be nominal 90 W, 1040 lumens with a minimum average rated life of 8,000 hours (0.91 years) and the lamp for a 225 mm (9 in.) section shall be nominal 54 W, 530 lumens with a minimum average rated life of 8,000 hours (0.91 years).

(2) LED Pedestrian Signal. The pedestrian LED signal heads shall meet the requirements of the Institute of Transportation Engineers (ITE) LED purchase specification, "Pedestrian Traffic Control Signal Indications - Part 2: LED Pedestrian Traffic Signal Modules", or applicable successor ITE specifications, except as modified herein. The LEDs utilized in the modules shall not be Aluminum Gallium Arsenide (AlGaAs) material technology. The LED signal heads shall also meet the following requirements:

a. Physical and Mechanical Requirements. The power supply for the LED module shall be integrated with the unit.

- b. Photometric Requirements. The illuminated portion of the module shall be uniformly and completely dispersed with the LEDs.
- c. Electrical Requirements. The pedestrian LED signal module shall be EPA Energy Star qualified.

The individual LEDs shall be wired such that a catastrophic loss or the failure of one LED will result in the loss of not more than five percent of the signal module light output.

- d. Warranty. The LED modules shall be warrantied according to Article 802.03.”

80150

LIGHT EMITTING DIODE (LED) SIGNAL HEAD (BDE)

Effective: April 1, 2002

Revised: November 1, 2005

Add the following paragraph to the end of Article 802.03 of the Standard Specifications:

"The warranty for light emitting diode (LED) modules, including the maintained minimum luminous intensities, shall cover a minimum of 60 months from the date of delivery."

Revise Article 880.01 of the Standard Specifications to read:

"880.01 Description. This work shall consist of furnishing and installing a conventional signal head, optically programmed signal head or light emitting diode (LED) signal head."

Revise Article 880.02(a) of the Standard Specifications to read:

"(a) Signal Heads.....1078.01"

Revise the first sentence of the first paragraph of Article 880.03 of the Standard Specifications to read:

"The signal head shall be installed on a post, bracket, span wire or mast arm as shown on the plans."

Revise the first paragraph of Article 880.04 of the Standard Specifications to read:

"880.04 Basis of Payment. This work will be paid for at the contract unit price each for SIGNAL HEAD, OPTICALLY PROGRAMMED SIGNAL HEAD, or SIGNAL HEAD, LED of the type specified and of the material type when specified."

Revise Article 1078.01 of the Standard Specifications to read:

"1078.01 Signal Head, Optically Programmed Signal Head and Light Emitting Diode (LED) Signal Head."

Add the following to Article 1078.01(c) of the Standard Specifications:

"(3) The LED signal section shall be according to the following:

- a. General Requirements. The LED signal head shall meet the requirements of the Institute of Transportation Engineers (ITE) LED purchase specification, "Vehicle Traffic Control Signal Heads, Part 2: LED Vehicle Traffic Signal Modules", and "Vehicle Traffic Control Signal Heads, Part 3: LED Vehicle Arrow Traffic Signal Modules", or applicable successor ITE specifications, except as modified herein. The LEDs utilized in the modules shall not be Aluminum Gallium Arsenide (AlGaAs) material technology.

- b. Physical and Mechanical Requirements. The power supply for the LED module shall be integrated with the unit.
- c. Photometric Requirements. The candlepower values for yellow 300 mm (12 in.) circular modules shall be equal to the corresponding values for green 300 mm (12 in.) circular modules as listed in Table 1 of Section 4 of the aforementioned ITE specification based on normal use in traffic signal operation over the operating temperature range.

The illuminated portion of the arrow module shall be uniformly and completely dispersed with the LEDs.

- d. Electrical Requirements. When applicable to the particular module type, the LED signal module shall be EPA Energy Star qualified. For yellow 300 mm (12 in.) circular and arrow modules, the wattage requirements shall be as follows:

Module Type	Maximum Watts (W) at 74 °C (165 °F)	Nominal Watts (W) at 25 °C (77 °F)
300 mm (12 in.) Yellow Circular	25	22
300 mm (12 in.) Yellow Arrow	12	10

The individual LEDs shall be wired such that a catastrophic loss or the failure of one LED will result in the loss of not more than five percent of the signal module light output.

- e. Warranty. The LED modules shall be warrantied according to Article 802.03."

80067

PARTIAL PAYMENTS (BDE)

Effective: September 1, 2003

Revise Article 109.07 of the Standard Specifications to read:

"109.07 Partial Payments. Partial payments will be made as follows:

- (a) **Progress Payments.** At least once each month, the Engineer will make a written estimate of the amount of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

- (b) **Material Allowances.** At the discretion of the Department, payment may be made for materials, prior to their use in the work, when satisfactory evidence is presented by the Contractor. Satisfactory evidence includes justification for the allowance (to expedite the work, meet project schedules, regional or national material shortages, etc.), documentation of material and transportation costs, and evidence that such material is properly stored on the project or at a secure location acceptable and accessible to the Department.

Material allowances will be considered only for nonperishable materials when the cost, including transportation, exceeds \$10,000 and such materials are not expected to be utilized within 60 days of the request for the allowance. For contracts valued under \$500,000, the minimum \$10,000 requirement may be met by combining the principal (material) product of no more than two contract items. An exception to this two item limitation may be considered for any contract regardless of value for items in which material (products) are similar except for type and/or size.

Material allowances shall not exceed the value of the contract items in which used and shall not include the cost of installation or related markups. Amounts paid by the Department for material allowances will be deducted from estimates due the Contractor as the material is used. Two-sided copies of the Contractor's cancelled checks for materials and transportation must be furnished to the Department within 60 days of payment of the allowances or the amounts will be reclaimed by the Department."

80116

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 2 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

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: August 10, 2005

FEDERAL AID CONTRACTS. Add the following State of Illinois requirements to the Federal requirements contained in Section V of Form FHWA-1273:

"The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

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

"IV.COMPLIANCE WITH THE PREVAILING WAGE ACT

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of three years from the date of completion of this contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon two business days' notice, these records shall be available, at all reasonable hours at a location within the State, for inspection by the Department or the Department of Labor.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class B misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

80155

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: July 1, 2004

All personnel, excluding flaggers, working outside of a vehicle (car or truck) within 7.6 m (25 ft) of pavement open to traffic shall wear a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments. Other types of garments may be substituted for the vest as long as the garments have manufacturers tags identifying them as meeting the ANSI Class 2 requirement.

80130

PLANTING WOODY PLANTS (BDE)

Effective: January 1, 2006

Revise the first and second paragraphs of Article 253.14 of the Standard Specifications to read:

"253.14 Period of Establishment. Prior to being accepted, the plants shall endure a period of establishment. This period shall begin in June and end in September of the same year. To qualify for inspection, plants shall have been in place, in a live healthy condition, on or before June 1 of the year of inspection. To be acceptable, plants shall be in a live healthy condition, representative of their species, at the time of inspection in the month of September.

When the planting work is performed by a subcontractor, this delay in inspection and acceptance of plants shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party performance bond naming the Department as obligee in the full amount of the planting quantities listed in the contract, multiplied by their contract unit prices. The bond shall be executed prior to acceptance and final payment of the non-planting items and shall be in full force and effect until final inspection and acceptance of all plants including replacements. Execution of the third party bond shall be the option of the prime Contractor."

Revise Article 253.16 of the Standard Specifications to read:

"253.16 Method of Measurement. This work will be measured for final payment, in place, after the period of establishment. Trees, shrubs, and vines will be measured as each individual plant. Seedlings will be measured in units of 100 plants."

Revise Article 253.17 of the Standard Specifications to read:

"253.17 Basis of Payment. This work will be paid for at the contract unit price per each for TREES, SHRUBS, and VINES, of the species, root type, and plant size specified; and per unit for SEEDLINGS. Payment will be made according to the following schedule.

- (a) Initial Payment. Upon planting, 75 percent of the pay item(s) will be paid.
- (b) Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining 25 percent of the pay item(s) will be paid."

80148

PORTABLE CHANGEABLE MESSAGE SIGNS (BDE)

Effective: November 1, 1993

Revised: April 2, 2004

Description. This work shall consist of furnishing, placing, and maintaining changeable message sign(s) at the locations(s) shown on the plans or as directed by the Engineer.

The sign(s) shall be trailer mounted. The message panel shall be at least 2.1 m (7 ft) above the pavement, present a level appearance, and be capable of displaying up to eight characters in each of three lines at a time. Character height shall be 450 mm (18 in.).

The message panel shall be of either a bulb matrix or disc matrix design controlled by an onboard computer capable of storing a minimum of 99 programmed messages for instant recall. The computer shall be capable of being programmed to accept messages created by the operator via an alpha-numeric keyboard and able to flash any six messages in sequence. The message panel shall also be capable of being controlled by a computer from a remote location via a cellular linkage. The Contractor shall supply the modem, the cellular phone, and the necessary software to run the sign from a remote computer at a location designated by the Engineer. The Contractor shall promptly program and/or reprogram the computer to provide the messages as directed by the Engineer.

The message panel shall be visible from 400 m (1/4 mile) under both day and night conditions. The letters shall be legible from 250 m (750 ft).

The sign shall include automatic dimming for nighttime operation and a power supply capable of providing 24 hours of uninterrupted service.

The Contractor shall provide all preventive maintenance efforts s(he) deems necessary to achieve uninterrupted service. If service is interrupted for any cause and not restored within 24 hours, the Engineer will cause such work to be performed as may be necessary to provide this service. The cost of such work shall be borne by the Contractor or deducted from current or future compensation due the Contractor.

When the sign(s) are displaying messages, they shall be considered a traffic control device. At all times when no message is displayed, they shall be considered equipment.

Basis of Payment. When portable changeable message signs are shown on the Standard, this work will not be paid for separately but shall be considered as included in the cost of the Standard.

For all other portable changeable message signs, this work will be paid for at the contract unit price per calendar month for each sign as CHANGEABLE MESSAGE SIGN.

80124

PORTLAND CEMENT (BDE)

Effective: January 1, 2005

Revised: November 1, 2005

Add the following paragraph after the last paragraph of Article 1001.01 of the Standard Specifications.

"For portland cement according to ASTM C 150, the bill of lading shall state if limestone has been added. The bill of lading shall also state that the limestone addition is not in excess of five percent by mass (weight) of the cement."

80139

PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2002

Add the following paragraph after the fourth paragraph of Article 1103.01(b) of the Standard Specifications:

“The truck mixer shall be approved before use according to the Bureau of Materials and Physical Research’s Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks”.”

Add the following paragraph after the first paragraph of Article 1103.01(c) of the Standard Specifications:

“The truck agitator shall be approved before use according to the Bureau of Materials and Physical Research’s Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks”.”

Add the following paragraph after the first paragraph of Article 1103.01(d) of the Standard Specifications:

“The nonagitator truck shall be approved before use according to the Bureau of Materials and Physical Research’s Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks”.”

Revise the first sentence of the first paragraph of Article 1103.02 of the Standard Specifications to read:

“The plant shall be approved before production begins according to the Bureau of Materials and Physical Research’s Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks”.”

80083

PORTLAND CEMENT CONCRETE PATCHING (BDE)

Effective: January 1, 2001
Revised: January 1, 2004

Revise Note 1 of Article 442.02 of the Standard Specifications, to read:

"Note 1. When patching ramp pavements and two lane pavements with two way traffic, Class PP-2, PP-3, or PP-4 concrete shall be used for Class A, Class B and Class C patching. For all other pavements, Class PP-1, PP-2, PP-3, or PP-4 concrete shall be used, at the Contractor's option, for Class A, Class B and Class C patching."

Delete Note 2 of Article 442.02 of the Standard Specifications.

Add the following to Article 442.02 of the Standard Specifications:

"(l) Calcium Chloride (Note 5) 1013.01

Note 5. The calcium chloride accelerator, when permitted by the Department, shall be Type L (Liquid) with a minimum of 32.0 percent by mass (weight) of calcium chloride."

Revise the first paragraph of Article 442.06(e) of the Standard Specifications to read:

"(e) Concrete Placement. For Class A, Class B and Class C Patches, concrete shall be placed according to Article 420.07 and governed by the limitations set forth in Article 1020.14, except that the maximum temperature of the mixed concrete immediately before placing shall be 35 °C (96 °F), the required use of an approved retarding admixture when the plastic concrete reaches 30 °C (85 °F) shall not apply."

Revise the first paragraph of Article 442.06(h) of the Standard Specifications to read:

"(h) Curing and Protection. In addition to Article 1020.13, when the air temperature is less than 13 °C (55 °F), the Contractor shall cover the patch with minimum R12 insulation until opening strength is reached. Insulation is optional when the air temperature is 13 °C - 35 °C (55 °F - 96 °F). Insulation shall not be placed when the air temperature is greater than 35 °C (96 °F)."

Revise the second paragraph of Article 701.05(e)(1)d.1. of the Standard Specifications to read:

"No open holes, broken pavement, or partially filled holes shall remain overnight for bituminous patching or when the Department specifies only Class PP-2, PP-3, or PP-4 concrete be used. The only exception is conditions beyond the control of the Contractor."

Revise Article 701.05(e)(2)b. of the Standard Specifications to read:

"b. Strength Tests. For patches constructed with Class PP-1, PP-2, PP-3, or PP-4 concrete, the pavement may be opened to traffic when test specimens cured with the patches have obtained a minimum flexural strength of 4150 kPa (600 psi) or a minimum compressive strength of 22,100 kPa (3200 psi) according to Article 1020.09.

For patches constructed with Class PP-2, PP-3, or PP-4 concrete which can obtain a minimum flexural strength of 4150 kPa (600 psi) or a minimum of compressive strength of 22,100 kPa (3200 psi) in 16 hours, the pavement may be opened to traffic at a lower opening strength. The specimens cured with the patches shall have obtained a minimum flexural strength of 2050 kPa (300 psi) or a minimum compressive strength of 11,000 kPa (1600 psi) according to Article 1020.09, to permit opening pavement to traffic.

With the approval of the Engineer, concrete strength may be determined according to AASHTO T 276. The strength-maturity relationship shall be developed from concrete which has an air content near the upper specification limit. The strength-maturity relationship shall be re-established if the mix design or materials are changed."

Revise Article 701.05(e)(2)c. of the Standard Specifications to read:

"c. Construction Operations. For Class PP-2, PP-3, or PP-4 concrete used on ramp pavements and two lane pavements with two way traffic, or when the Department specifies only Class PP-2, PP-3, or PP-4 concrete be used for other pavements, Contractor construction operations shall be performed in a manner which allows the patches to be opened the same day and before nightfall. If patches are not opened before nightfall, the additional traffic control shall be at the Contractor's expense. Any time patches cannot be opened before nightfall, the Contractor shall change subsequent construction operations or the mix design. The changes shall be at no additional cost to the Department."

Revise Table 1 of Article 1020.04 of the Standard Specifications by replacing Class PP concrete with the following:

"TABLE 1. CLASSES OF PORTLAND CEMENT CONCRETE AND MIX DESIGN CRITERIA				
Class of Concrete	Use	Specification Section Reference	Cement Factor kg/cu m (cw/cu yd)	Max. Water/Cement Ratio kg/kg (lb/lb)
PP-1	PCC Pavement Patching Bridge Deck Patching	442	Type I Cement 385 to 445 (6.50 to 7.50) Type III Cement 365 to 425 (6.20 to 7.20)	0.44

PP-2	PCC Pavement Patching Bridge Deck Patching	442	Type I Cement 435 (7.35)	0.38
PP-3	PCC Pavement Patching Bridge Deck Patching	442	Type III Cement 435 (7.35)	0.35
PP-4	PCC Pavement Patching Bridge Deck Patching	442	Rapid Hardening Cement 355 to 370 (6.00 to 6.25)	0.50

For PP-1, the Contractor has the option to replace the Type I Cement with Class C fly ash or ground granulated blast-furnace slag. The amount of cement replaced shall not exceed 15 percent by mass (weight), at a minimum replacement ratio of 1.5:1.

For PP-2, the Contractor has the option to replace the Type I cement with ground granulated blast-furnace slag. The amount of cement replaced shall not exceed 30 percent by mass (weight), at a minimum replacement ratio of 1:1.

For PP-3, in addition to the cement, 60 kg/cu m (100 lb/cu yd) of ground granulated blast-furnace slag and 30 kg/cu m (50 lb/cu yd) of microsilica are required. For an air temperature greater than 30 °C (85 °F), the Contractor has the option to replace the Type III cement with Type I cement.

For PP-4, the cement shall be from the Department's "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs".

Class of Concrete	Slump, mm (in.)	Mix Design Compressive Strength, kPa (psi)	Mix Design Flexural Strength, kPa (psi)	Air Content, %	Coarse Aggregate Gradations Permitted
		Hours	Hours		
		48	48		
PP - 1	100 (4) Max	22,100 (3200)	4150 (600)	4.0 - 7.0	CA-7, CA-11, CA-13, CA14, or CA-16
PP - 2	150 (6) Max	22,100 (3200)	4150 (600)	4.0 - 6.0	CA-7, CA-11, CA-13, CA14, or CA-16
PP - 3	100 (4) Max	22,100 (3200)	4150 (600)	4.0 - 6.0	CA-7, CA-11, CA-13, CA14, or CA-16
PP - 4	150 (6) Max	22,100 (3200)	4150 (600)	4.0 - 6.0	CA-7, CA-11, CA-13, CA14, or CA-16

For PP-1, PP-2, PP-3 or PP-4; only CA-13, CA-14, or CA-16 may be used for bridge deck patching. In addition, the mix design strength at 48 hours shall be increased to 27,500 kPa (4,000 psi) compressive or 4,650 kPa (675 psi) flexural for bridge deck patching.

For PP-1, the slump may be increased to 150 mm (6 in.) Max if a high range water-reducing admixture is used."

Delete Article 1020.05(g) of the Standard Specifications.

80036

PRECAST CONCRETE PRODUCTS (BDE)

Effective: July 1, 1999

Revised: November 1, 2004

Product Approval. Precast concrete products shall be produced according to the Department's current Policy Memorandum, "Quality Control/Quality Assurance Program for Precast Concrete Products". The Policy Memorandum applies to precast concrete products listed under the Products Key of the "Approved List of Certified Precast Concrete Producers".

Precast Concrete Box Culverts. Add the following sentence to the end of the fourth paragraph of Article 540.06:

"After installation, the interior and exterior joint gap between precast concrete box culvert sections shall not exceed 38 mm (1 1/2 in.)."

Portland Cement Replacement. For precast concrete products using Class PC concrete or other mixtures, portland cement replacement with fly ash or ground granulated blast-furnace (GGBF) slag shall be governed by the AASHTO or ASTM standard specification referenced in the Standard Specifications.

For all other precast concrete products using Class PC concrete or other mixtures, portland cement replacement with fly ash or GGBF slag shall be approved by the Engineer. Class F fly ash shall not exceed 15 percent by mass (weight) of the total portland cement and Class F fly ash. Class C fly ash shall not exceed 20 percent by mass (weight) of the total portland cement and Class C fly ash. GGBF slag shall not exceed 25 percent by mass (weight) of the total portland cement and GGBF slag.

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

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

Shipping. When a precast concrete product has attained the specified strength, the earliest the product may be loaded, shipped, and used is on the fifth calendar day. The first calendar day shall be the date casting was completed.

Acceptance. Products which have been lot or piece inspected and approved by the Department prior to July 1, 1999, will be accepted for use on this contract.

419.doc

ISS

PREFORMED RECYCLED RUBBER JOINT FILLER (BDE)

Effective: November 1, 2002

Revise Article 503.02(c) of the Standard Specifications to read:

“(c) Prefomed Expansion Joint Filler.....1051”

Revise Article 637.02(d) of the Standard Specifications to read:

“(d) Prefomed Expansion Joint Filler.....1051”

Add the following Article to Section 1051 of the Standard Specifications:

“1051.10 Prefomed Recycled Rubber Joint Filler. Prefomed recycled rubber joint filler shall consist of ground tire rubber, free of steel and fabric, combined with ground scrap or waste polyethylene. It shall not have a strong hydrocarbon or rancid odor and shall meet the physical property requirements of ASTM D 1752. Water absorption by volume shall not exceed 5.0 percent.”

80084

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
Union Pacific Railroad 301 West Lake Street NorthLake, IL 60164	44 @ 60 mph	22 @ 60 mph

DOT/AAR No.: N/A
RR Division: COMMUTER OPERATIONS

RR Mile Post: MP 12.86 (NOYES ST.) TO MP 13.16 (LINCOLN ST)
RR Sub-Division: KENOSHA SUBDIVISION

For Freight/Passenger Information Contact: Mr. Tom Andryuk
For Insurance Information Contact: Ms. Nancy Savage

Phone: (312) 496-4726
Phone: (402) 544-2215

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

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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.

Basis of Payment. 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.

80157

RAP FOR USE IN BITUMINOUS CONCRETE MIXTURES (BDE)

Effective: January 1, 2000

Revised: April 1, 2002

Revise Article 1004.07 to read:

"1004.07 RAP Materials. RAP is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt pavement. RAP must originate from routes or airfields under federal, state or local agency jurisdiction. The Contractor shall supply documentation that the RAP meets these requirements.

(a) Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP will be allowed on top of the pile after the pile has been sealed.

(1) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I/ Superpave, or equivalent mixtures only and represent the same aggregate quality, but shall be at least C quality or better, the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag), similar gradation and similar AC content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous", with a quality rating dictated by the lowest coarse aggregate quality present in the mixture. Homogenous stockpiles shall meet the requirements of Article 1004.07(d). Homogeneous RAP stockpiles not meeting these requirements may be processed (crushing and screening) and retested.

(2) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I/ Superpave, or equivalent mixtures only. The coarse aggregate in this RAP shall be crushed aggregate only and may represent more than one aggregate type and/or quality but shall be at least C quality or better. This RAP may have an inconsistent gradation and/or asphalt cement content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 16 mm (5/8 in.) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department. Conglomerate RAP stockpiles shall meet the requirements of Article 1004.07(d).

(3) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP containing coarse aggregate (crushed or round) that is at least D quality or better. This RAP may have an inconsistent gradation and/or asphalt content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department. Conglomerate DQ RAP shall meet the requirements of Article 1004.07(d).

Reclaimed Superpave Low ESAL IL-9.5L surface mixtures shall only be placed in conglomerate DQ RAP stockpiles due to the potential for rounded aggregate.

(4) Other. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Other". "Other" RAP stockpiles shall not be used in any of the Department's bituminous mixtures.

- (b) Use. The allowable use of a RAP stockpile shall be set by the lowest quality of coarse aggregate in the RAP stockpile. Class I/Superpave surface mixtures are designated as containing Class B quality coarse aggregate only. Superpave Low ESAL IL-19.0L binder and IL-9.5L surface mixtures are designated as Class C quality coarse aggregate only. Class I/Superpave binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate only. Bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate only. Any mixture not listed above shall have the designated quality determined by the Department.

RAP containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in Class I/Superpave (including Low ESAL) surface mixtures only. RAP stockpiles for use in Class I/Superpave mixtures (including Low ESAL), base course, base course widening and Class B mixtures shall be either homogeneous or conglomerate RAP stockpiles except conglomerate RAP stockpiles shall not be used in Superpave surface mixture Ndesign 50 or greater. RAP for use in bituminous aggregate mixtures (BAM) shoulders and BAM stabilized subbase shall be from homogeneous, conglomerate, or conglomerate DQ stockpiles.

Additionally, RAP used in Class I/Superpave surface mixtures shall originate from milled or crushed mixtures only, in which the coarse aggregate is of Class B quality or better. RAP stockpiles for use in Class I/Superpave (including Low ESAL) binder mixes as well as base course, base course widening and Class B mixtures shall originate from milled or processed surface mixture, binder mixture, or a combination of both mixtures uniformly blended to the satisfaction of the Engineer, in which the coarse aggregate is of Class C quality or better.

- (c) Contaminants. RAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.
- (d) Testing. All RAP shall be sampled and tested either during or after stockpiling.

For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 450 metric tons (500 tons) for the first 1800 metric tons (2,000 tons) and one sample per 1800 metric tons (2,000 tons) thereafter. A minimum of five tests shall be required for stockpiles less than 3600 metric tons (4,000 tons).

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

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

All of the extraction results shall be compiled and averaged for asphalt content and gradation. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	Homogeneous / Conglomerate	Conglomerate "D" Quality
25 mm (1 in.)		± 5%
12.5 mm (1/2 in.)	± 8%	± 15%
4.75 mm (No. 4)	± 6%	± 13%
2.36 mm (No. 8)	± 5%	
1.18 mm (No. 16)		± 15%
600 µm (No. 30)	± 5%	
75 µm (No. 200)	± 2.0%	± 4.0%
AC	± 0.4%	± 0.5%

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

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

- (e) Designs. At the Contractor's option, bituminous concrete mixtures may be constructed utilizing RAP material meeting the above detailed requirements. The amount of RAP included in the mixture shall not exceed the percentages specified in the plans.

RAP designs shall be submitted for volumetric verification. If additional RAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP stockpile

and design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

- (f) Production. The coarse aggregate in all RAP used shall be equal to or less than the nominal maximum size requirement for the bituminous mixture being produced.

To remove or reduce agglomerated material, a scalping screen, crushing unit or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If the RAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design.

80011

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: November 2, 2005

Revise Article 1006.10(a) of the Supplemental Specifications to read:

"(a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.

(1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706M (A 706), Grade 420 (60) for deformed bars and the following.

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

CHEMICAL COMPOSITION		
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	2/, 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 706M (A 706). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
 - d. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
- (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284M (M 284) and the following.
- a. Certification. The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.
 - b. Coating Thickness. The thickness of the epoxy coating shall be 0.18 to 0.30 mm (7 to 12 mils). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 0.18 to 0.50 mm (7 to 20 mils).
 - c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 13 mm (0.5 in.) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

80151

SEEDING AND SODDING (BDE)

Effective: July 1, 2004

Revised: August 1, 2005

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

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

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

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

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

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

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

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

Revise Article 252.09 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

“(b) Salt Tolerant Sod.

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

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

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

80131

167

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

Effective: November 1, 2005

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

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

Materials. Materials shall be according to the following.

- (a) Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F.

The viscosity modifying admixture will be evaluated according to the test methods and mix design proportions referenced in AASHTO M 194, except the following physical requirements shall be met:

- (1) For initial and final set times, the allowable deviation of the test concrete from the reference concrete shall not be more than 1.0 hour earlier or 1.5 hours later.
 - (2) For compressive and flexural strengths, the test concrete shall be a minimum of 90 percent of the reference concrete at 3, 7, and 28 days.
 - (3) The length change of the test concrete shall be a maximum 135 percent of the reference concrete. However, if the length change of the reference concrete is less than 0.030 percent, the length change of the test concrete shall be a maximum 0.010 percentage units greater than the reference concrete.
 - (4) The relative durability factor of the test concrete shall be a minimum 80 percent.
- (b) Fine Aggregate. A fine aggregate used alone in the mix design shall not have an expansion greater than 0.30 percent per ASTM C 1260. For a blend of two or more fine aggregates, the resulting blend shall not have an expansion greater than 0.30 percent.

The aggregate blend expansion will be calculated as follows:

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

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

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

Mix Design Criteria. Article 1020.04 of the Standard Specifications shall apply except as follows:

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications or as specified. The maximum cement factor shall be 418 kg/cu m (7.05 cwt/cu yd). The cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used.
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements shall not apply.
- (d) The coarse aggregate gradations shall be CA 11, CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 shall not be used for drilled shafts or when the Engineer approves a horizontal flow distance greater than 9 m (30 ft). The fine aggregate proportion shall be a maximum 50 percent by mass (weight) of the total aggregate used.
- (e) The slump flow range shall be ± 50 mm (± 2 in.) of the Contractor target value, and within the overall Department range of 510 mm (20 in.) minimum to 710 mm (28 in.) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 100 mm (4 in.). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

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

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

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

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

Trial mixture information will also be required by the Engineer. A trial mixture is a batch of concrete tested by the Contractor to verify the Contractor's mix design will meet specification requirements. Trial mixture information shall include test results as specified in the "Portland Cement Concrete Level III Technician" course manual. Test results shall also include slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index. For the trial mixture, the slump flow shall be near the midpoint of the proposed slump flow target range.

Trial Batch. A minimum 1.5 cu m (2 cu yd) trial batch shall be produced, and the self-consolidating concrete admixture dosage proposed by the Contractor shall be used. The slump flow shall be within 25 mm (1.0 in.) of the maximum slump flow range specified by the Contractor, and the air content shall be within the top half of the allowable specification range.

The trial batch shall be scheduled a minimum of 21 calendar days prior to anticipated use, and shall be performed in the presence of the Engineer.

The Contractor shall provide the labor, equipment, and materials to test the concrete. The mixture will be evaluated by the Engineer for strength, air content, slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index.

Upon review of the test data from the trial batch, the Engineer will verify or deny the use of the mix design and notify the Contractor. Verification by the Engineer will include the Contractor's target slump flow range. If applicable, the Engineer will verify the Contractor's maximum J-ring value and minimum L-box blocking ratio.

A new trial batch will be required whenever there is a change in the source of any component material, proportions, dosage of the self-consolidating concrete admixture, batch sequence, mixing speed, mixing time, or as determined by the Engineer. The testing criteria for the new trial batch will be determined by the Engineer.

When necessary, the trial batches shall be disposed of according to Article 202.03 of the Standard Specifications.

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

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

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

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

Placing and Consolidating. Concrete placement and consolidations shall be according to Article 503.07 of the Standard Specifications except as follows:

Revise the third paragraph of Article 503.07 of the Standard Specifications to read:

“Open troughs and chutes shall extend as nearly as practicable to the point of deposit. The drop distance of concrete shall not exceed 1.5 m (5 ft). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 9 m (30 ft), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted.”

Delete the sixth, seventh, eighth and ninth paragraphs of Article 503.07 of the Standard Specifications.

Revise the eleventh paragraph of Article 503.07 of the Standard Specifications to read:

“Concrete shall be placed in continuous layers. When it is necessary by reason of an emergency to place less than a complete horizontal layer in one operation, such layer shall terminate in a vertical bulkhead. In order that the concrete will not be injured and that there shall be no line of separation between the batches, the separate batches shall follow each other closely as recommended by the manufacturer of the self-consolidating concrete admixture(s). In no case shall the interval of time between the placing of successive batches be greater than 20 minutes. Concrete shall be rodded with a piece of lumber or conduit if the material has lost its fluidity prior to placement of additional concrete. Any other method for restoring the fluidity of the concrete shall be approved by the Engineer. If ready-mixed concrete is used, the requirements of Article 1020.11 shall apply. Delivery of mixed concrete shall be regulated so that there will not be an interruption in the placing of concrete in the forms, as recommended by the manufacturer of the self-consolidating concrete admixture(s). In no case shall the interval of time be greater than 20 minutes.”

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

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

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

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 40 cu m (50 cu yd) thereafter. The Contractor shall select either the J-ring or L-box test for jobsite testing.

The column segregation index test will not be required to be performed at the jobsite. The hardened visual stability index test shall be performed on the first truck delivery of the day, and every 230 cu m (300 cu yd) thereafter. Slump flow, visual stability index, J-ring value or L-box blocking ratio, air content, and concrete temperature shall be recorded for each hardened visual stability index test.

The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.

If mix foaming or other potential detrimental material is observed during placement or at the completion of the pour, the material shall be removed while the concrete is still plastic.

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

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

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

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

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 25 mm (1 in.) for slump flow, and a limit of precision will not apply to the visual stability index.

For the J-ring or the L-box quality assurance split sample testing, a minimum of 80 percent of the total tests required of the Contractor will be witnessed by the Engineer per plant, which will

include a minimum of one witnessed test per mix design. The Engineer reserves the right to conduct quality assurance split sample testing. The acceptable limit of precision will be 25 mm (1 in.) for the J-ring value and ten percent for the L-box blocking ratio.

For each hardened visual stability index test performed by the Contractor, the cut cylinders shall be presented to the Engineer for determination of the rating. The Engineer reserves the right to conduct quality assurance split sample testing. A limit of precision will not apply to the hardened visual stability index.

80152

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004

Revised: November 1, 2005

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

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

Materials. Materials shall be according to the following.

- (a) Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F.

The viscosity modifying admixture will be evaluated according to the test methods and mix design proportions referenced in AASHTO M 194, except the following physical requirements shall be met:

- (1) For initial and final set times, the allowable deviation of the test concrete from the reference concrete shall not be more than 1.0 hour earlier or 1.5 hours later.
 - (2) For compressive and flexural strengths, the test concrete shall be a minimum of 90 percent of the reference concrete at 3, 7 and 28 days.
 - (3) The length change of the test concrete shall be a maximum 135 percent of the reference concrete. However, if the length change of the reference concrete is less than 0.030 percent, the length change of the test concrete shall be a maximum 0.010 percentage units greater than the reference concrete.
 - (4) The relative durability factor of the test concrete shall be a minimum 80 percent.
- (b) Fine Aggregate. A fine aggregate used alone in the mix design shall not have an expansion greater than 0.30 percent per ASTM C 1260. For a blend of two or more fine aggregates, the resulting blend shall not have an expansion greater than 0.30 percent.

The aggregate blend expansion will be calculated as follows:

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

Where: a, b, c, ... = percent of aggregate blend
A, B, C, ... = aggregate expansion according to ASTM C 1260

Mix Design Criteria. The mix design criteria shall be as follows:

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications or as specified. The maximum cement factor shall be 418 kg/cu m (7.05 cwt/cu yd).
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements of Article 1020.04 of the Standard Specifications shall not apply.
- (d) The coarse aggregate gradations shall be CA 11, CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 shall not be used when the Engineer approves a horizontal flow distance greater than 9 m (30 ft). The fine aggregate proportion shall be a maximum 50 percent by mass (weight) of the total aggregate used.
- (e) The slump flow range shall be ± 50 mm (± 2 in.) of the Contractor target value, and within the overall Department range of 510 mm (20 in.) minimum to 710 mm (28 in.) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 100 mm (4 in.). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

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

80132

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

80143

SUBGRADE PREPARATION (BDE)

Effective: November 1, 2002

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

"Equipment of such weight, or used in such a way as to cause a rut in the finished subgrade of 13 mm (1/2 in.) or more in depth, shall be removed from the work or the rutting otherwise prevented."

80086

SUPERPAVE BITUMINOUS CONCRETE MIXTURE IL-4.75 (BDE)

Effective: November 1, 2004

Description. This work shall consist of constructing bituminous concrete surface course or leveling binder with a Superpave, IL-4.75 mixture. Work shall be according to Section 406 of the Standard Specifications and the special provision "Quality Control/Quality Assurance of Bituminous Concrete Mixtures", except as modified herein.

Materials.

- (a) Fine Aggregate. The fine aggregate shall be at least 50 percent manufactured sand meeting FA 20 gradation. The manufactured sand shall be stone sand, slag sand, steel slag sand, or combinations thereof. When used as leveling binder, steel slag sand will not be permitted.

The fine aggregate quality shall be Class B. The total minus 75 μm (No. 200) material in the mixture shall be free from organic impurities.

- (b) Reclaimed Asphalt Pavement (RAP). RAP will not be permitted.
- (c) Bituminous Material. The asphalt cement (AC) shall conform to Article 1009.05 of the Standard Specifications for SBS PG76-28 or SBR PG76-28, except the elastic recovery shall be a minimum of 80.

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

- (d) Mineral Filler. Mineral filler shall conform to the requirements of Article 1011.01 of the Standard Specifications, except it shall not be collected dust.

Laboratory Equipment.

- (a) Superpave Gyratory Compactor. The Superpave gyratory compactor (SGC) shall be used for all laboratory mixture compaction.
- (b) Ignition Oven. The ignition oven shall be used for determination of AC content. The ignition oven shall also be used to recover aggregates for all required washed gradations.

The Engineer may waive the ignition oven requirement for AC content if the aggregates to be used are known to have ignition AC content calibration factors, which exceed 1.5 percent. If the calibration factor exceeds 1.5 percent other IDOT approved methods shall be utilized for determination of AC content.

Mixture Design. The Contractor shall submit mix designs for approval, for each required mixture. Mix designs shall be developed by Level III personnel who have successfully completed the course, "Superpave Mix Design Upgrade". Articles 406.10 and 406.13 of the Standard Specifications shall not apply. The mixtures shall be designed according to the respective Illinois Modified AASHTO references listed below.

- AASHTO MP 2 Standard Specification for Superpave Volumetric Mix Design
- AASHTO PP 2 Standard Practice for Short and Long Term Aging of Hot Mix Asphalt (HMA)
- AASHTO PP 19 Standard Practice for Volumetric Analysis of Compacted Hot Mix Asphalt (HMA)
- AASHTO PP 28 Standard Practice for Designing Superpave HMA
- AASHTO T 209 Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
- AASHTO T 305 Standard Method of Test for Determination of Draindown Characteristics in Uncompacted Asphalt Mixtures.
- AASHTO T 308 Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method
- AASHTO T 312 Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyrotory Compactor

(a) Mixture Composition. The job mix formula (JMF) shall conform to the following:

Sieve	Percent Passing
12.5 mm (1/2 in.)	100
9.5 mm (3/8 in.)	100
4.75 mm (No. 4)	90-100
2.36 mm (No. 8)	70-90
1.18 mm (No. 16)	50-65
600 µm (No. 30)	35-55
300 µm (No. 50)	15-30
150 µm (No. 100)	10-18
75 µm (No. 200)	8-10
AC Content	8% to 10%

(b) Volumetric Requirements.

Volumetric Parameter	Requirement
Design Air Voids	2.5 % at Ndesign 50
Voids in the Mineral Aggregate (VMA)	19.0% minimum
Voids Filled with Asphalt (VFA)	87-95%
Maximum Draindown	0.3%

- (c) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination shall be made on the basis of tests performed according to Illinois Modified T 283. To be considered acceptable by the Engineer as a mixture not susceptible to stripping, the ratio of conditioned to unconditioned split tensile strengths (TSRs) shall be equal to or greater than 0.75 for 4 in. specimens or 0.85 for 6 in. specimens. Mixtures having TSRs less than these, either with or without an additive, will be considered unacceptable.

When it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option. The liquid additive shall be selected from the Department's list of approved additives and may be limited to those, which have exhibited satisfactory performance in similar mixes.

Dry hydrated lime shall be added at a rate of 1.0 to 1.5 percent by weight of total dry aggregate. Slurry shall be added in such quantity as to provide the required amount of hydrated lime solids by weight of total dry aggregate. The exact rate of application for all anti-stripping additives will be determined by the Engineer. The method of application shall be according to Article 406.12 of the Standard Specifications.

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

During production, mineral filler shall not be stored in the same silo as collected dust. This may require the wasting of any previously collected baghouse fines prior to production of the IL-4.75 mixture. Only dust collected during the production of IL-4.75 may be returned directly to the IL-4.75 mixture. Any additional minus 75 μm (No. 200) material needed to produce the IL-4.75 shall be mineral filler.

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

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

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

Control Charts/Limits. Control charts/limits and testing frequency shall be according to QC/QA requirements for Class I mixtures except as follows:

Parameter	Individual Test	Moving Average
% Passing		
1.18 mm (No. 16)	± 4%	± 3%
75 µm mm (No. 200)	± 1.0%	± 0.8%
Asphalt Content	± 0.2%	± 0.1%
Air Voids	± 1.0% (of design)	± 0.8% (of design)
Density	93.5 - 97.4%	

CONSTRUCTION REQUIREMENTS

Placement. The mixture shall be placed on a dry, clean surface when the air temperature in the shade is 10 °C (50 °F) or above. The mixture temperature shall be 155 °C (310 °F) or above and shall be measured in the truck just prior to placement.

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

Lift Thickness.

- (a) Surface Course. The minimum and maximum compacted lift thickness for the IL-4.75 mixture shall be 19 mm (3/4 in.) and 32 mm (1 1/4 in.) respectively.
- (b) Leveling Binder. Density requirements for IL-4.75 mixture shall apply when the nominal , compacted thickness is 19 mm (3/4 in.) or greater.

Compaction. The compaction operation shall start immediately after the mixture has been placed. The Contractor shall provide a minimum of two steel-wheeled tandem rollers for breakdown (T_B) and one finish steel-wheeled roller (T_F) meeting the requirements of Article 406.16(a) and 1101.01(e) of the Standard Specifications except the minimum compression for all of the rollers shall be 49 N/mm (280 lb/in.) of roller width. Pneumatic-tired and vibratory rollers will not be permitted.

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

80136

SUPERPAVE BITUMINOUS CONCRETE MIXTURES (BDE)

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

Description. This work shall consist of designing, producing and constructing Superpave bituminous concrete mixtures using Illinois Modified Strategic Highway Research Program (SHRP) Superpave criteria. This work shall be according to Sections 406 and 407 of the Standard Specifications and the special provision, "Quality Control/Quality Assurance of Bituminous Concrete Mixtures", except as follows.

Materials.

- (a) Fine Aggregate Blend Requirement. The Contractor may be required to provide FA 20 manufactured sand to meet the design requirements. For mixtures with $N_{design} \geq 90$, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation.
- (b) Reclaimed Asphalt Pavement (RAP). If the Contractor is allowed to use more than 15 percent RAP, as specified in the plans, a softer performance-graded binder may be required as determined by the Engineer.

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

RAP will not be permitted in mixtures containing polymer modifiers.

RAP containing steel slag will be permitted for use in top-lift surface mixtures only.

- (c) Bituminous Material. The asphalt cement (AC) shall be performance-graded (PG) or polymer modified performance-graded (SBS-PG or SBR-PG) meeting the requirements of Article 1009.05 of the Standard Specifications for the grade specified on the plans.

The following additional guidelines shall be used if a polymer modified asphalt is specified:

- (1) The polymer modified asphalt cement shall be shipped, maintained, and stored at the mix plant according to the manufacturer's requirements. Polymer modified asphalt cement shall be placed in an empty tank and shall not be blended with other asphalt cements.
- (2) The mixture shall be designed using a mixing temperature of 163 ± 3 °C (325 ± 5 °F) and a gyratory compaction temperature of 152 ± 3 °C (305 ± 5 °F).
- (3) Pneumatic-tired rollers will not be allowed unless otherwise specified by the Engineer. A vibratory roller meeting the requirements of Article 406.16 of the

Standard Specifications shall be required in the absence of the pneumatic-tired roller.

Laboratory Equipment.

- (a) Superpave Gyrotory Compactor. The superpave gyrotory compactor (SGC) shall be used for all QC/QA testing.
- (b) Ignition Oven. The ignition oven shall be used to determine the AC content. The ignition oven shall also be used to recover aggregates for all required washed gradations.

The Engineer may waive the ignition oven requirement for AC content if the aggregates to be used are known to have ignition AC content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the AC content.

Mixture Design. The Contractor shall submit mix designs, for approval, for each required mixture. Mix designs shall be developed by Level III personnel who have successfully completed the course, "Superpave Mix Design Upgrade". Articles 406.10 and 406.13 of the Standard Specifications shall not apply. The mixtures shall be designed according to the respective Illinois Modified AASHTO references listed below.

AASHTO MP 2	Standard Specification for Superpave Volumetric Mix Design
AASHTO R 30	Standard Practice for Mixture Conditioning of Hot-Mix Asphalt (HMA)
AASHTO PP 28	Standard Practice for Designing Superpave HMA
AASHTO T 209	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
AASHTO T 312	Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyrotory Compactor
AASHTO T 308	Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method

- (a) Mixture Composition. The ingredients of the bituminous mixture shall be combined in such proportions as to produce a mixture conforming to the composition limits by weight. The gradation mixture specified on the plans shall produce a mixture falling within the limits specified in Table 1.

TABLE 1. MIXTURE COMPOSITION (% PASSING) ^{1/}								
Sieve Size	IL-25.0 mm		IL-19.0 mm		IL-12.5 mm ^{4/}		IL-9.5 mm ^{4/}	
	min	max	min	max	min	max	min	max
37.5 mm (1 1/2 in.)		100						
25 mm (1 in.)	90	100		100				
19 mm (3/4 in.)		90	82	100		100		
12.5 mm (1/2 in.)	45	75	50	85	90	100		100
9.5 mm (3/8 in.)						89	90	100
4.75 mm (#4)	24	42 ^{2/}	24	50 ^{2/}	28	65	28	65
2.36 mm (#8)	16	31	20	36	28	48 ^{3/}	28	48 ^{3/}
1.18 mm (#16)	10	22	10	25	10	32	10	32
600 μm (#30)								
300 μm (#50)	4	12	4	12	4	15	4	15
150 μm (#100)	3	9	3	9	3	10	3	10
75 μm (#200)	3	6	3	6	4	6	4	6

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 40 percent passing the 4.75 mm (#4) sieve for binder courses with Ndesign ≥ 90.

3/ The mixture composition shall not exceed 40 percent passing the 2.36 mm (#8) sieve for surface courses with Ndesign ≥ 90.

4/ The mixture composition for surface courses shall be according to IL-12.5 mm or IL-9.5 mm, unless otherwise specified by the Engineer.

One of the above gradations shall be used for leveling binder as specified in the plans and according to Article 406.04 of the Standard Specifications.

It is recommended that the selected combined aggregate gradation not pass through the restricted zones specified in Illinois Modified AASHTO MP 2.

- (b) Dust/AC Ratio for Superpave. The ratio of material passing the 75 μm (#200) sieve to total asphalt cement shall not exceed 1.0 for mixture design (based on total weight of mixture).
- (c) Volumetric Requirements. The target value for the air voids of the hot mix asphalt (HMA) shall be 4.0 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the requirements listed in Table 2.

TABLE 2. VOLUMETRIC REQUIREMENTS					
Ndesign	Voids in the Mineral Aggregate (VMA), % minimum				Voids Filled with Asphalt (VFA), %
	IL-25.0	IL-19.0	IL-12.5	IL-9.5	
50	12.0	13.0	14.0	15	65 - 78
70					65 - 75
90					
105					

- (d) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of tests performed according to Illinois Modified T 283 using 4 in. Marshall bricks. To be considered acceptable by the Department as a mixture not susceptible to stripping, the ratio of conditioned to unconditioned split tensile strengths (TSRs) shall be equal to or greater than 0.75. Mixtures, either with or without an additive, with TSRs less than 0.75 will be considered unacceptable.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option. The liquid additive shall be selected from the Department's list of approved additives and may be limited to those which have exhibited satisfactory performance in similar mixes.

Dry hydrated lime shall be added at a rate of 1.0 to 1.5 percent by weight of total dry aggregate. Slurry shall be added in such quantity as to provide the required amount of hydrated lime solids by weight of total dry aggregate. The exact rate of application for all anti-stripping additives will be determined by the Department. The method of application shall be according to Article 406.12 of the Standard Specifications.

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

Required Plant Tests. Testing shall be conducted to control the production of the bituminous mixture. The Contractor shall use the test methods identified to perform the following mixture tests at a frequency not less than that indicated in Table 3.

TABLE 3. REQUIRED PLANT TESTS for SUPERPAVE			
Parameter		Frequency of Tests	Test Method
Aggregate Gradation Hot bins for batch and continuous plants Individual cold-feeds or combined belt-feed for drier drum plants. (% passing sieves: 12.5 mm (1/2 in.), 4.75 mm (No. 4), 2.36 mm (No. 8), 600 µm (No. 30), 75 µm (No. 200))		1 dry gradation per day of production (either morning or afternoon sample). and 1 washed ignition oven test on the mix per day of production (conduct in afternoon if dry gradation is conducted in the morning or vice versa). NOTE. The order in which the above tests are conducted shall alternate from the previous production day (example: a dry gradation conducted in the morning will be conducted in the afternoon on the next production day and so forth). The dry gradation and washed ignition oven test results shall be plotted on the same control chart.	Illinois Procedure (See Manual of Test Procedures for Materials).
Asphalt Content by Ignition Oven (Note 1.)		1 per half day of production	Illinois Modified AASHTO T 308
Air Voids	Bulk Specific Gravity of Gyratory Sample	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	Illinois Modified AASHTO T 312
	Maximum Specific Gravity of Mixture		Illinois Modified AASHTO T 209

Note 1. The Engineer may waive the ignition oven requirement for AC content if the aggregates to be used are known to have ignition AC content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the AC content.

During production, the ratio of minus 75 µm (#200) sieve material to total asphalt cement shall be not less than 0.6 nor more than 1.2 and the moisture content of the mixture at discharge from the mixer shall not exceed 0.5 percent. If at any time the ratio of minus 75 µm (#200) material to asphalt or moisture content of the mixture falls outside the stated limits, production of the mix shall cease. The cause shall be determined and corrective action satisfactory to the Engineer shall be initiated prior to resuming production.

During production, mixtures containing an anti-stripping additive will be tested by the Department for stripping according to Illinois Modified T 283. If the mixture fails to meet the TSR

criteria for acceptance, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria.

Construction Requirements

Lift Thickness.

- (a) Binder and Surface Courses. The minimum compacted lift thickness for constructing bituminous concrete binder and surface courses shall be according to Table 4:

TABLE 4 – MINIMUM COMPACTED LIFT THICKNESS	
Mixture	Thickness, mm (in.)
IL-9.5	32 (1 1/4)
IL-12.5	38 (1 1/2)
IL-19.0	57 (2 1/4)
IL-25.0	76 (3)

- (b) Leveling Binder. Mixtures used for leveling binder shall be as follows:

TABLE 5 – LEVELING BINDER	
Nominal, Compacted, Leveling Binder Thickness, mm (in.)	Mixture
≤ 32 (1 1/4)	IL-9.5
32 (1 1/4) to 50 (2)	IL 9.5 or IL-12.5

Density requirements shall apply for leveling binder when the nominal, compacted thickness is 32 mm (1 1/4 in.) or greater for IL-9.5 mixtures and 38 mm (1 1/2 in.) or greater for IL-12.5 mixtures.

- (c) Full-Depth Pavement. The compacted thickness of the initial lift of binder course shall be 100 mm (4 in.). The compacted thickness of succeeding lifts shall meet the minimums specified in Table 4 but not exceed 100 mm (4 in.).

If a vibratory roller is used for breakdown, the compacted thickness of the binder lifts, excluding the top lift, may be increased to 150 mm (6 in.) provided the required density is obtained.

- (d) Bituminous Patching. The minimum compacted lift thickness for constructing bituminous patches shall be according to Table 4.

Control Charts/Limits. Control charts/limits shall be according to QC/QA Class I requirements, except density shall be plotted on the control charts within the following control limits:

TABLE 6. DENSITY CONTROL LIMITS		
Mixture	Parameter	Individual Test
12.5 mm / 9.5 mm	Ndesign \geq 90	92.0 – 96.0%
12.5 mm / 9.5 mm	Ndesign < 90	92.5 – 97.4%
19.0 mm / 25.0 mm	Ndesign \geq 90	93.0 – 96.0%
19.0 mm / 25.0 mm	Ndesign < 90	93.0 – 97.4%

Basis of Payment. On resurfacing projects, this work will be paid for at the contract unit price per metric ton (ton) for BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, of the friction aggregate mixture and Ndesign specified, LEVELING BINDER (HAND METHOD), SUPERPAVE, of the Ndesign specified, LEVELING BINDER (MACHINE METHOD), SUPERPAVE, of the Ndesign specified, and BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition and Ndesign specified.

On resurfacing projects in which polymer modifiers are required, this work will be paid for at the contract unit price per metric ton (ton) for POLYMERIZED BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, of the friction aggregate mixture and Ndesign specified, POLYMERIZED LEVELING BINDER (HAND METHOD), SUPERPAVE, of the Ndesign specified, POLYMERIZED LEVELING BINDER (MACHINE METHOD), SUPERPAVE, of the Ndesign specified, and POLYMERIZED BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition and Ndesign specified.

On full-depth pavement projects, this work will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS CONCRETE PAVEMENT, (FULL-DEPTH), SUPERPAVE, of the thickness specified.

On projects where widening is constructed and the entire pavement is then resurfaced, the binder for the widening will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition, Ndesign, and thickness specified. The surface and binder used to resurface the entire pavement will be paid for according to the paragraphs above for resurfacing projects.

80010

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

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

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

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

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

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

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

Erosion control blanket shall conform to Article 251.04.

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

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

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

80087

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 1992

Revised: January 1, 2005

To ensure a prompt response to incidents involving the integrity of work zone traffic control, the Contractor shall provide a telephone number where a responsible individual can be contacted 24 hours-a-day.

When the Engineer is notified, or determines a traffic control deficiency exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge.

A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan. A deficiency may also be applied to situations where corrective action is not an option such as the use of non-certified flaggers for short term operations; working with lane closures beyond the time allowed in the contract; or failure to perform required contract obligations such as traffic control surveillance.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option this monetary deduction will be immediate.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

5729I

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

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

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 3. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

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

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

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

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

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

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

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

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

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

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

BASIS OF PAYMENT This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

20338

TRUCK BED RELEASE AGENT (BDE)

Effective: April 1, 2004

Add the following sentence after the third sentence of the first paragraph of Article 406.14 of the Standard Specifications.

"In addition to the release agent, the Contractor may use a light scatter of manufactured sand (FA 20 or FA 21) evenly distributed over the bed of the vehicle."

80123

WEIGHT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2001

Revised: August 1, 2002

The Contractor shall provide accurate weights of materials delivered to the contract for incorporation into the work (whether temporary or permanent) and for which the basis of payment is by weight. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the contract number, the net weight, the tare weight when applicable and the identification of the transporting vehicle. For aggregates, the Contractor shall have the driver of the vehicle furnish or establish an acceptable alternative to provide the contract number and a copy of the material order to the source for each load. The source is defined as that facility that produces the final material product that is to be incorporated into the contract pay items.

The Department will conduct random, independent vehicle weight checks for material sources according to the procedures outlined in the Documentation Section Policy Statement of the Department's Construction Manual and hereby incorporated by reference. The results of the independent weight checks shall be applicable to all contracts containing this Special Provision. Should the vehicle weight check for a source result in the net weight of material on the vehicle exceeding the net weight of material shown on the delivery ticket by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. No adjustment in pay quantity will be made. Should the vehicle weight check for a source result in the net weight of material shown on the delivery ticket exceeding the net weight of material on the vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. The Engineer will adjust the net weight shown on the delivery ticket to the checked delivered net weight as determined by the independent vehicle weight check.

The Engineer will also adjust the method of measurement for all contracts for subsequent deliveries of all materials from the source based on the independent weight check. The net weight of all materials delivered to all contracts containing this Special Provision from this source, for which the basis of payment is by weight, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - \left(\frac{B-C}{B} \right); \text{ Where } A \leq 1.0; \left(\frac{B-C}{C} \right) > 0.50\% \text{ (0.70\% for aggregates)}$$

Where A = Adjustment factor
B = Net weight shown on delivery ticket
C = Net weight determined from independent weight check

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Contractor to the satisfaction of the Engineer. If the cause of the deficient weight is not identified and corrected within seven (7) calendar days, the source shall cease delivery of all materials to all contracts containing this Special Provision for which the basis of payment is by weight.

Should the Contractor elect to challenge the results of the independent weight check, the Engineer will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Contractor furnishes the Engineer with written documentation that the source scale has been calibrated within seven (7) calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the source scale was not within the specified Department of Agriculture tolerance.

At the Contractor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify the accuracy of the scale used for the independent weight check.

80048

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: January 1, 2003

Revised: November 1, 2004

Add the following to Article 702.01 of the Standard Specifications:

"All devices and combinations of devices shall meet the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350 for their respective categories. The categories are as follows:

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, flexible delineators and plastic drums with no attachments. Category 1 devices shall be crash tested and accepted or may be self-certified by the manufacturer.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include drums and vertical panels with lights, barricades and portable sign supports. Category 2 devices shall be crash tested and accepted for Test Level 3.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions, truck mounted attenuators and other devices not meeting the definitions of Category 1 or 2. Category 3 devices shall be crash tested and accepted for either Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals and area lighting supports. Currently, there is no implementation date set for this category and it is exempt from the NCHRP 350 compliance requirement.

The Contractor shall provide a manufacturer's self-certification letter for each Category 1 device and an FHWA acceptance letter for each Category 2 and Category 3 device used on the contract. The letters shall state the device meets the NCHRP 350 requirements for its respective category and test level, and shall include a detail drawing of the device."

Delete the third, fourth and fifth paragraphs of Article 702.03(b) of the Standard Specifications.

Delete the third sentence of the first paragraph of Article 702.03(c) of the Standard Specifications.

Revise the first sentence of the first paragraph of Article 702.03(e) of the Standard Specifications to read:

"Drums shall be nonmetallic and have alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes."

Add the following to Article 702.03 of the Standard Specifications:

"(h) Vertical Barricades. Vertical barricades may be used in lieu of cones, drums or Type II barricades to channelize traffic."

Delete the fourth paragraph of Article 702.05(a) of the Standard Specifications.

Revise the sixth paragraph of Article 702.05(a) of the Standard Specifications to read:

"When the work operations exceed four days, all signs shall be post mounted unless the signs are located on the pavement or define a moving or intermittent operation. When approved by the Engineer, a temporary sign stand may be used to support a sign at 1.2 m (5 ft) minimum where posts are impractical. Longitudinal dimensions shown on the plans for the placement of signs may be increased up to 30 m (100 ft) to avoid obstacles, hazards or to improve sight distance, when approved by the Engineer. "ROAD CONSTRUCTION AHEAD" signs will also be required on side roads located within the limits of the mainline "ROAD CONSTRUCTION AHEAD" signs."

Delete all references to "Type 1A barricades" and "wing barricades" throughout Section 702 of the Standard Specifications.

80097

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within * working days

80071

* Completion Date Contract - The contractor shall complete all work included in this contract on or before October 31, 2006.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4 and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or quailifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise 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

listed on the wage determination unless the Administrator of the

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 Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall, upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the 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 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 tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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.