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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID?

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

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

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

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

Each addendum will be placed with the contract number. Addenda will also be placed on the Addendum/Revision Checksheet and each subscription service subscriber will be notified by e-mail of each addendum 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 Roseanne Nance (217)-785-5875 or nancer@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	217/785-5875

ADDENDUMS TO THE PROPOSAL FORMS

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

114

1(21 91(11 11111 212
Proposal Submitted By
Name
Address
City

Letting January 21, 2005

NOTICE TO PROSPECTIVE BIDDERS

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

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



Springfield, Illinois 62764

Contract No. 83781
DUPAGE County
Section 00-00069-00-PV (Villa Park)
Route FAU 2652 (South Villa avenue)
Project CMM-M-8003(334)
District 1 Construction Funds

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

Prepared by

Checked by

Printed by authority of the State of Illinois)

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

INSTRUCTIONS

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

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

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

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

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

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

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

Call

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding

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



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1.	Proposal of

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

Contract No. 83781
DUPAGE County
Section 00-00069-00-PV (Villa Park)
Project CMM-M-8003(334)
Route FAU 2652 (South Villa avenue)
District 1 Construction Funds

Construction consists of 1.05 miles of reconstruction and widening a bituminous concrete roadway, sewers, curb and gutter, sidewalks and landscaping on FAU Route 2652, South Villa Avenue from Roosevelt Road to Madison Street in the Village of Villa Park.

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

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

<u>A</u>	mount o		roposal <u>uaranty</u>	<u>A</u>	mount o	f Bid	Proposal <u>Guaranty</u>
Up to		\$5,000	. \$150	\$2,000,000	to	\$3,000,000	\$100,000
\$5,000	to	\$10,000	. \$300	\$3,000,000	to	\$5,000,000	\$150,000
\$10,000	to	\$50,000 \$	\$1,000	\$5,000,000	to	\$7,500,000	\$250,000
\$50,000	to	\$100,000 \$	3,000	\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to	\$150,000 \$	55,000	\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to	\$250,000 \$	67,500	\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to	\$500,000 \$1	12,500	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to	\$1,000,000 \$2	25,000	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to	\$1,500,000 \$5	50,000	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to	\$2,000,000 \$7	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 damage	es 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 undersigned.	I become void or the proposal guaranty check shall be returned to the

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

BD 354 (Rev. 11/2001)

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

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

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

Schedule of Combination Bids

CombinationN		Combination Bid			
0.	Sections Included in Combination	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-91-052-04 PPS NBR - 1-10223-0000

XX006111 W SER REC B BOX L S 1

XX006112 W SER REC B BOX S S 1

ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE SCHEDULE OF PRICES CONTRACT NUMBER - 83781

RUN DATE - 12/14/04 RUN TIME - 183322

COUNTY N DUPAGE	NAME CODE DIST SECT 00-00069-00-PV	ION NUMBER (VILLA PARK)	CMM-N	PROJECT NUMBER M-8003/334/000	ROUTE FAU 2652
ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS CEN	TOTAL PRICE IS DOLLARS CTS
A2000320	T-ACER MIY MOR 2-1/2	EACH	10.000 >		= 010
A2001416	T-ACER SACCH AB 2	EACH	10.000	[(
B2004516	T-MALUS R J TF 2	EACH	20.000		
XX002161	ABAND EX WATER MAIN	EACH	2.000	 (
XX002895	SAN MAN REC F&L	EACH	5.000 X	 (
XX002982	GATE VALVES 6	EACH	2.000 X]
XX004208	SEW SER LAT REP 6PC	FOOT	360.000 X		-
XX004592	MH TA 6D T1F CL RP	EACH	5.000 X		
XX005084	LIGHTING CONTR FOUND	EACH	2.000 X		
XX006107	L P AL 30 MH 8 MA B B	EACH	 48.000 X	`	
XX006108	UD 4-1/C 6 2-1/C 8 GR		1,661.000 X		
XX006109	UD 4-1/C 4 2-1/C 8 GR	FOOT	3,069.000 X		·- <u>_</u>
XX006110	UD 2-1/C 4 1/C 8 GR	FOOT	178.000 X		
			7,0.000 A	· .	- I I

EACH

EACH

16.000 X

12.000 X

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 83781

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 12/14/04 RUN TIME - 183322

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY		UNIT PRICE		E
XX006113	REM EX FIRE HYDRANTS	EACH .	5.000)		CENTS	DOLLARS	CTS
XX006114	NON-PRESSURE CONNEC 3	EACH	1.000			· 	
XX006115	NON-PRESSURE CONNEC 6	EACH	2.000				
XX006116	NON-PRESSURE CONN 10	EACH	1.000	 (
XX006117	CASING PIPE IN TRENCH	FOOT	25.000 >	(
XX006118	DI WM ST CASING DIR B	FOOT	72.000 /	(
X0300558	SAN SEW REM REPL 8	FOOT	 (40.000	(
X0301892	MAN TA 8D T1FCL R-PLT	EACH	1.000	(=		
X0322033	STORM SEW WM REQ 12	. · F00T	673.000	(=		
X0322468	GAS VALVE ADJUSTED	EACH	1.000				
X0323353	GATE VALVES 10	EACH	5.000 X		 =		
X0323426	SED CONT DR ST INL CL	EACH	153.000 X		 =		
X0712400	TEMP PAVEMENT	SQ YD	285.000 X		 =		
X2800100	TEMP DITCH CHK ROL EX	EACH	40.000 X		 =		
X3550300	BIT BC SUPER 6	SQ YD	20,461.000 x		 = 		

ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE SCHEDULE OF PRICES CONTRACT NUMBER - 83781

RUN DATE - 12/14/04 RUN TIME - 183322

ITEM NUMBER	DAY ITEM DECORERTION	UNIT OF					E T
NOMBEK	PAY ITEM DESCRIPTION	MEASURE	QUANTITY	<u>DOLLARS</u>	CENTS	TOTAL PRICE DOLLARS	CTS
X4066414	BC SC SUPER "C" N50	TON	310.000	 	=		
X4066424	BC SC SUPER "D" N50	TON	1,754.000	X	 		
X4066614	BCBC SUP IL-19.0 N50	TON	2,925.000	X	=		- - -
Z0001050	AGG SUBGRADE 12	SQ YD	23,495.000	\ \	 		
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000	- (
Z0076600	TRAINEES	HOUR	1,500.000	0	80 =	1,200	 .00
20100110	TREE REMOV 6-15	UNIT	120.000	(=======================================		
20100210	TREE REMOV OVER 15	UNIT	85.000	(
20101000	TEMPORARY FENCE	FOOT	615.000	(=		
20101100	TREE TRUNK PROTECTION	EACH	41.000	\	=		
20200100	EARTH EXCAVATION	CU YD	3,946.000	(
20201200	REM & DISP UNS MATL	CU YD ·	1,425.000	(
20700220	POROUS GRAN EMBANK	CU YD	4,239.000	(
20800150	TRENCH BACKFILL	CU YD	6,227.000 X	(i	
21101615	TOPSOIL F & P 4	SQ YD	14,969.000 X				

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 83781

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 12/14/04 RUN TIME - 183322

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRIC	E CENTS	TOTAL PRIC	E CTS
25000400	NITROGEN FERT NUTR	POUND	186.000		=	DOLLARO	013
25000500	PHOSPHORUS FERT NUTR	POUND	 186.000	(=		
25000600	POTASSIUM FERT NUTR	POUND	ا 2 186 - 000	(.	 =		
25200110	SODDING SALT TOLERANT	SQ YD	ا بر 14,969.000	(
25200200	SUPPLE WATERING	UNIT	675.000 x		 =		
28000255	TEMP EROS CONTR SEED	ACRE	3.100 X				
28000400	PERIMETER EROS BAR	FOOT	6,570.000 x	<u></u>	. =		
28000510	INLET FILTERS	EACH	 153.000 x		-		
35101400	AGG BASE CSE B	TON	913.000 X		.		
40200800	AGG SURF CSE B	TON	 5,841.000 X		 =		
40600980	BIT SURF REM BUTT JT	SQ YD	 527.000 x		- =		
42300200	PCC DRIVEWAY PAVT 6	SQ YD	 960.000 x		 =		
42400200	PC CONC SIDEWALK 5	SQ FT	52,570.000 X		- =	· ·	
44000100	PAVEMENT REM	SQ YD	19,489.000 X				
44000200	DRIVE PAVEMENT REM	SQ YD	3,619.000 X				 -
•			——————————————————————————————————————	·			

ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE SCHEDULE OF PRICES CONTRACT NUMBER - 83781

RUN DATE - 12/14/04 RUN TIME - 183322

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	OHANTITY	UNIT PRICE		TOTAL PRIC	
44000300	CURB REM	FOOT	QUANTITY		CENTS	DOLLARS	CTS
44000500	COMB CURB GUTTER REM	F001 F00T	58.000 / (3,857.000		= 		
44000600	SIDEWALK REM	SQ FT	3,657.000 / 15,089.000 /		= 		
	CL D PATCH T3 10	SQ YD	73,089.000 / 200.000		= 		
	PIPE CULVERT REMOV	FOOT	/ 200.000 (878.000		= <u> </u>	· 	
	P CUL CL A 1 12	FOOT	 153.000		= <u> </u>		
	PRC FLAR END SEC 12	EACH	 16.000		· <u> </u>		
	STORM SEW CL A 1 12	FOOT	 99.000		· <u> </u>		
550A0070	STORM SEW CL A 1 15	FOOT	 40.000 X		· <u>-</u>		
550A0090	STORM SEW CL A 1 18	FOOT	11.000 X		· <u> </u>	÷	
550A0110	STORM SEW CL A 1 21	FOOT	38.000 X		<u> </u>		
550A0120	STORM SEW CL A 1 24	FOOT	 54.000 X		· =		
550A0340	STORM SEW CL A 2 12	FOOT]3,013.000 X		 =		
550A0360	STORM SEW CL A 2 15	FOOT	43.000 X				
550A0380	STORM SEW CL A 2 18	FOOT	70.000 X				

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 83781

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 12/14/04 RUN TIME - 183322

ITEM		LINIT OF			
<u>NÚMBER</u>	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS CENTS	TOTAL PRICE DOLLARS CTS
550A0410	STORM SEW CL A 2 24	FOOT	23.000		=
550A0450	STORM SEW CL A 2 36	FOOT	160.000	(-
550A0470	STORM SEW CL A 2 42	FOOT	210.000 ×	 {	- =
550A0480	STORM SEW CL A 2 48	FOOT	199.000	(-
550A0490	STORM SEW CL A 2 54	FOOT	ا بر 181.000	(-
55034300	SS 1 RCEP S30 R19	FOOT	100.000	\	- =
55034400	SS 1 RCEP S34 R22	FOOT	55.000 X	(=
55034500	SS 1 RCEP S38 R24	FOOT	60.000 X	(· =
55035600	SS 2 RCEP S38 R24	FOOT	362.000 x	(- [
55035700	SS 2 RCEP S45 R29	FOOT	442.000 x	(·
55035800	SS 2 RCEP S53 R34	FOOT	ا × 485.000	(,	
55035900	SS 2 RCEP S60 R38	FOOT	734.000 X		·
55036000	SS 2 RCEP S68 R43	FOOT	 × 170.000	(-
55100200	STORM SEWER REM 6	FOOT	 10.000 x	 (
55100300	STORM SEWER REM 8	. F00T	935.000 X		· =
				ll	_

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES RUN DATE - 12/14/04 RUN TIME - 183322

ITEM NUMBER	DAY ITEM DECCRIPTION	UNIT OF		UNIT PRICE	TOTAL PRICE
NUMBER	PAY ITEM DESCRIPTION	MEASURE	QUANTITY	DOLLARS CEN	TS DOLLARS CTS
55100400	STORM SEWER REM 10	FOOT	404.000		= . :
55100500	STORM SEWER REM 12	FOOT	644.000	(
55100700	STORM SEWER REM 15	FOOT	41.000 >	(
55100900	STORM SEWER REM 18	FOOT	49.000	(
56103000	D I WATER MAIN 6	FOOT	ا 25.000 ک	(
56103200	D I WATER MAIN 10	FOOT	2,037.000	(
56400300	FIRE HYDNTS TO BE ADJ	EACH	 بر 9.000	([
56400600	FIRE HYDRANTS	EACH	5.000 ×	(
60107600	PIPE UNDERDRAINS 4	FOOT	300.000 x	(=
60108100	PIPE UNDERDRAIN 4 SP	FOOT	 100.000	(
60200105	CB TA 4 DIA T1F OL	EACH	2.000 X		
60201110	CB TA 4 DIA T11V F&G	EACH	 x 99.000		 =
60207605	CB TC T8G	EACH	 13.000 X		
60218400	MAN TA 4 DIA T1F CL	E.ACH	 10.000 X		
60221100	MAN TA 5 DIA T1F CL	EACH	5.000 X		

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES RUN DATE - 12/14/04 RUN TIME - 183322

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRI	CE CENTS	TOTAL PRIC	
60223800	MAN TA 6 DIA T1F CL	EACH	10.000 X		CENTS	DOLLARS	CTS
60224446	MAN TA 7 DIA T1F CL	EACH	23.000 X				
60236200	INLETS TA T8G	EACH	23.000 X				
60240301	INLETS TB T8G	EACH	1.000 X				
60240312	INLETS TB T11V F&G	EACH	8.000 X				
60249100	VALVE VAULTS	EACH	7.000 X		 		
60250200	CB ADJUST	EACH	6.000 X			 :	
60252800	CB RECONST	EACH	1.000 X				
60255500	MAN ADJUST	EACH	36.000 X		 =	<u>-</u>	-
60257900	MAN RECONST	ÉACH	 1.000 X			_,	
60265700	VV ADJUST	EACH	 10.000 X				
60266100	VV RECONST	EACH	3.000 X				
60266500	VV REMOVED	EACH	4.000 X				
60266800	VALVE BOX REPLACED	EACH	1.000 X				
60500040	REMOV MANHOLES	EACH	6.000 X				
					l.		

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 83781

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 12/14/04 RUN TIME - 183322

ITEM	DAY ITEM DECORIESTON	UNIT OF		UNIT PRI		TOTAL PRIC	E
NUMBER	PAY ITEM DESCRIPTION	MEASURE _	QUANTITY	DOLLARS	CENTS	DOLLARS	CTS
60500050	REMOV CATCH BAS	EACH	17.000 X			:	
60500705	CB FILL TO MAIN FLOW	EACH	3.000 X				
60600605	CONC CURB TB	FOOT	44.000 X		 		<u>-</u>
60603300	GUTTER OUTLET	EACH	6.000 X	 ,	 	 ·	
60603800	COMB CC&G TB6.12	FOOT (11,014.000 X			- 	
66900200	NON SPL WASTE DISPOSL	CÚ YD	7,068.000 X	,			
67000400	ENGR FIELD OFFICE A	CAL MO	12.000 X				
67100100	MOBILIZATION	L SUM	1.000 X				
70101800	TRAF CONT & PROT SPL	L SUM	1.000 X				
70102550	TR CONT-PROT TEMP DET	EACH	1.000 X				
70300210	TEMP PVT MK LTR & SYM	. SQ FT	18.000 X				
70300220	TEMP PVT MK LINE 4	FOOT	18,500.000 X	, 			
78008300	POLYUREA PM T2 LTR-SY	SQ FT	161.000 X				
78008310	POLYUREA PM T2 LN 4	FOOT	11,110.000 X				
78008330	POLYUREA PM T2 LN 6	FOOT	1,273.000 X				
				_	1 1		1

				TON TIME	10002	~ .	
ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRIC	CE	TOTAL PRIC	
78008350	POLYUREA PM T2 LN 12	F00T	365.000 X	DOLLARO	=	DOLLARS	CTS
78008370	POLYUREA PM T2 LN 24	FOOT	299.000 X				
80400100	ELECT SERV INSTALL	ЕАСН	 2.000 X				
80400200	ELECT UTIL SERV CONN	L SUM	1.000 X		 =	~ ~ = ~ =	
80600200	GRNDING ELECTRODE BG	EACH	 50.000 X				
81000800.	CON T 3 GALVS	FOOT	2,194.000 X				
81500200	TR & BKFIL F ELECT WK	FOOT	6,511.000 X				
81600320	UD 2#6 #8G XLP USE 1	FOOT	1,535.000 X				
81702400	EC C XLP USE 3-1C 2	FOOT	224.000 X				
82102150	LUM SV HOR MT 150W	EACH	48.000 X				
82500510	LT CONT CBRCS 60-240	EACH	2.000 X				
83600200	LIGHT POLE FDN 24D	FOOT	408.000 X		<u>-</u>		
84200600	REM EX LT U NO SALV	EACH	6.000 X				
·							

TOTAL	ς	-	
.01,71	Ĭ		

NOTE:

*** PLEASE TURN PAGE FOR IMPORTANT NOTES ***

ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE 11 SCHEDULE OF PRICES CONTRACT NUMBER - 83781

RUN DATE - 12/14/04 RUN TIME - 183322

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.

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

I. GENERAL

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

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

C. Educational Loan

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

D. Bid-Rigging/Bid Rotating

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

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

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

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

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

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 each of its subcontractors. Unless otherwise directed in writing by the Department, 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 may be indicated as to be subcontracted.

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.

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

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

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

CERTIFICATION STATEMENT

ac	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 Co	ompany)	_			
-	Name of Authorized Representative (type or print)	Title of Authorized Representa	ative (type or print)			
Signature of Authorized Representative						

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name			
Contractor Name			
Legal Address			
City, State, Zip			
Telephone Number		Email Address	Fax Number (if available)
LCS 500). Vendo octential conflict publicly available contracts. A public equirements se 1. Disclosure of of ownership or of the Governor' A for each individual contents and the covernor'	dors desiring to enter into a of interest information as a contract file. This Form dicly traded company may t forth in Form A. See Distribution. The financial Information. Indistributive income share in	a contract with the State of Illinois specified in this Disclosure Form. A must be completed for bids in a submit a 10K disclosure (or equal colosure Form Instructions. OSURE OF FINANCIAL INFOR The individual named below has an excess of 5%, or an interest which the copies of this form as necessalirements)	n 50-35 of the Illinois Procurement Code (30 must disclose the financial information and This information shall become part of the excess of \$10,000, and for all open-ended uivalent if applicable) in satisfaction of the MATION In interest in the BIDDER (or its parent) in terms in has a value of more than \$90,420.00 (60% ary and attach a separate Disclosure Form
NAME:	 SS		
Type of o	ownership/distributable incor	ne share:	
stock % or \$ val	sole proprietorship lue of ownership/distributable in		other: (explain on separate sheet):
			indicate which, if any, of the following potentia blease attach additional pages and describe.
, ,		he previous 3 years, including conf	tractual employment of services. YesNo
If your a	answer is yes, please answ	er each of the following questions.	
1.	Are you currently an office Highway Authority?	r or employee of either the Capitol	Development Board or the Illinois Toll YesNo
2.	currently appointed to or en	mployed by any agency of the State	of the State of Illinois? If you are e of Illinois, and your annual salary (1/01) provide the name the State

agency for which you are employed and your annual salary.

3.	If you are currently appointed to or employed by any agency of the salary exceeds \$90,420.00, (60% of the Governor's salary as of (i) more than 7 1/2% of the total distributable income of your ficorporation, or (ii) an amount in excess of the salary of the Governor	7/1/01) are you entitled to receive rm, partnership, association or
4.	If you are currently appointed to or employed by any agency of the salary exceeds \$90,420.00, (60% of the Governor's salary as of or minor children entitled to receive (i) more than 15% in aggregate of your firm, partnership, association or corporation, or (ii) an amosalary of the Governor?	7/1/01) are you and your spouse e of the total distributable income
	employment of spouse, father, mother, son, or daughter, including coprevious 2 years.	ontractual employment for services
If your	answer is yes, please answer each of the following questions.	YesNo
1.	Is your spouse or any minor children currently an officer or employed Board or the Illinois Toll Highway Authority?	ee of the Capitol Development YesNo
	Is your spouse or any minor children currently appointed to or empl of Illinois? If your spouse or minor children is/are currently appoint agency of the State of Illinois, and his/her annual salary exceeds Governor's salary as of 7/1/01) provide the name of the spouse ar of the State agency for which he/she is employed and his/her annual	ed to or employed by any \$90,420.00, (60% of the nd/or minor children, the name
3.	If your spouse or any minor children is/are currently appointed to or State of Illinois, and his/her annual salary exceeds \$90,420.00, (60 as of 7/1/01) are you entitled to receive (i) more than 71/2% of the tfirm, partnership, association or corporation, or (ii) an amount in Governor?	0% of the salary of the Governor otal distributable income of your
	If your spouse or any minor children are currently appointed to or State of Illinois, and his/her annual salary exceeds \$90,420.00, (609,7/1/01) are you and your spouse or any minor children entitled to reaggregate of the total distributable income from your firm, partnersh (ii) an amount in excess of 2 times the salary of the Governor?	% of the Governor's salary as of eceive (i) more than 15% in the
unit of I	e status; the holding of elective office of the State of Illinois, the gove local government authorized by the Constitution of the State of Illin currently or in the previous 3 years.	
` '	nship to anyone holding elective office currently or in the previous 2 daughter.	years; spouse, father, mother, YesNo
Americ of the S	tive office; the holding of any appointive government office of the State, or any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in excharge of that office currently or in the previous 3 years.	ne State of Illinois or the statues
	nship to anyone holding appointive office currently or in the previous daughter.	2 years; spouse, father, mother, YesNo
(g) Employ	yment, currently or in the previous 3 years, as or by any registered lo	bbyist of the State government. YesNo

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

Contractor Name			
Legal Address			
City, State, Zip			
Telephone Number	Email Address	Fax Number (if avai	ilable)
•		,	,
Disclosure of the information contained in thi	• •		
Act (30 ILCS 500). This information shall be			Form B must
be completed for bids in excess of \$10,000,	and for all open-ended co	ntracts.	
DISCLOSURE OF OTHER	CONTRACTS AND PRO	CUREMENT RELATED IN	FORMATION .
1. Identifying Other Contracts & Procure has any pending contracts (including lease any other State of Illinois agency: Yes_If "No" is checked, the bidder only needs	s), bids, proposals, or othe No	er ongoing procurement rel	ationship with
2. If "Yes" is checked. Identify each such information such as bid or project number (INSTRUCTIONS:			
THE FO	DLLOWING STATEMENT	MUST BE SIGNED	
- Na	ame of Authorized Representativ	e (type or print)	•
Т	itle of Authorized Representative	(type or print)	•
	Signature of Authorized Repr	esentative	Date

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



Contract No. 83781
DUPAGE County
Section 00-00069-00-PV (Villa Park)
Project CMM-M-8003(334)
Route FAU 2652 (South Villa avenue)
District 1 Construction Funds

PART I. IDENTIFICATION	District i Construction Funds
Dept. Human Rights #	Duration of Project:
Name of Bidder:	
PART II. WORKFORCE PROJECTION	

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

TABLE A

TABLE B

TABLE A								TABLE									
TOTAL Workforce Projection for Contract								CURREN	ΤEΙ	MPLOYE	ES						
			MINORITY EMPLOYEES TRAINEES					TO BE ASSIGNED TO CONTRACT									
JOB	TC	TAL					*0	THER	APP	REN-	ON TI	HE JOB	T	OTAL		MINO	ORITY
CATEGORIES	EMPL	OYEES	BL	ACK	HISF	ANIC	MI	NOR.	TIC	CES	TRA	AINEES	EMP	LOYEES		EMPL	OYEES
	М	F	М	F	М	F	М	F	М	F	М	F	М	F		М	F
OFFICIALS (MANAGERS)																	
SUPERVISORS																	
FOREMEN																	
CLERICAL																	
EQUIPMENT OPERATORS																	
MECHANICS																	
TRUCK DRIVERS																	
IRONWORKERS																	
CARPENTERS																	
CEMENT MASONS																	
ELECTRICIANS																	
PIPEFITTERS, PLUMBERS																	
PAINTERS																	
LABORERS, SEMI-SKILLED																	
LABORERS, UNSKILLED																	
TOTAL																	

	TAB	BLE C						
Т	TOTAL Training Projection for Contract							
EMPLOYEES		TAL					_	THER
IN	EMPL	OYEES	BL	ACK	HISF	PANIC	MI	NOR.
TRAINING	М	F	М	F	М	F	М	F
APPRENTICES								
ON THE JOB TRAINEES								
4								

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

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

Note: See instructions on the next page

FOR DEPARTMENT USE ONLY

Contract No. 83781 DUPAGE County Section 00-00069-00-PV (Villa Park) Project CMM-M-8003(334) Route FAU 2652 (South Villa avenue) District 1 Construction Funds

PART II. WORKFORCE PROJECTION - continued

B.	B. Included in "Total Employees" under Table A is the total number of n ot the undersigned bidder is awarded this contract.	ew hires that would be employed in the event
	The undersigned bidder projects that: (number)	new hires would be
	recruited from the area in which the contract p	project is located; and/or (number)
	new hires would be recruited office or base of operation is located.	from the area in which the bidder's principal
	office or base of operation is located.	
C.	C. Included in "Total Employees" under Table A is a projection of numb undersigned bidder as well as a projection of numbers of persons to be	ers of persons to be employed directly by the be employed by subcontractors.
	The undersigned bidder estimates that (number)	persons will
	The undersigned bidder estimates that (number) be directly employed by the prime contractor and that (number) employed by subcontractors.	persons will be
PART	RT III. AFFIRMATIVE ACTION PLAN	
A.	A. The undersigned bidder understands and agrees that in the event utilization projection included under PART II is determined to be an in any job category, and in the event that the undersigned bidder commencement of work, develop and submit a written Affirmative (geared to the completion stages of the contract) whereby defici utilization are corrected. Such Affirmative Action Plan will be subject Department of Human Rights .	underutilization of minority persons or women is awarded this contract, he/she will, prior to e Action Plan including a specific timetable iencies in minority and/or female employee
B.	B. The undersigned bidder understands and agrees that the minority submitted herein, and the goals and timetable included under an Affii be part of the contract specifications.	
Comp	ompany Teleph	none Number
Addre	ddress	
, , , , , ,		
	NOTICE REGARDING SIGNAT	URE
	The Bidder's signature on the Proposal Signature Sheet will constitute the s needs to be completed only if revisions are required.	igning of this form. The following signature block
	Signature: Title:	Date:
Instruct	structions: All tables must include subcontractor personnel in addition to prime contractor	personnel.
Table A	ble A - Include both the number of employees that would be hired to perform the cont B) that will be allocated to contract work, and include all apprentices and on include all employees including all minorities, apprentices and on-the-job trains	-the-job trainees. The "Total Employees" column should
Table B	ble B - Include all employees currently employed that will be allocated to the contract currently employed.	ct work including any apprentices and on-the-job trainees
Table C	ble C - Indicate the racial breakdown of the total apprentices and on-the-job trainees	shown in Table A. BC-1256-Pg. 2 (Rev. 3/98)

ADDITIONAL FEDERAL REQUIREMENTS

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

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

Contract No. 83781 DUPAGE County Section 00-00069-00-PV (Villa Park) Project CMM-M-8003(334) Route FAU 2652 (South Villa avenue) District 1 Construction Funds

PROPOSAL SIGNATURE SHEET

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

	Firm Name_	
(IF AN INDIVIDUAL)	Signature of Owner_	
	Firm Name_	_
	Ву_	
(IF A CO-PARTNERSHIP)		
	-	
	ľ	Name and Address of All Members of the Firm:
	O a ma a mata. Na a a a	
		<u>.</u>
	Ву_	Signature of Authorized Representative
(IF A CORPORATION)		· ·
	_	Typed or printed name and title of Authorized Representative
	•	
	Attest_	Signature
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE	Business Address	
SECOND PARTY SHOULD SIGN BELOW)	_	
	Corporate Name_	
(IF A JOINT VENTURE)	-	Signature of Authorized Representative
	_	Typed or printed name and title of Authorized Representative
		Typed of printed name and title of Authorized Representative
	Attest_	
		Signature
	Business Address_	
Market the second section of the second section is	J	and a land and a land
If more than two parties are in the joint venture, p	iease attach an addition	nai signature sheet.



Electronic Bid Bond ID#

Company/Bidder Name

Division of Highways Proposal Bid Bond

(Effective November 1, 1992)

	Item No.
	Letting Date
KNOW ALL MEN BY THESE PRESENTS, That We	
,,,,,,,,,,	
as PRINCIPAL, and	
	as SURETY, are
Article 102.09 of the "Standard Specifications for Road a	OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in and Bridge Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well and payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.
	SATION IS SUCH, That Whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF cion, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated
the bidding and contract documents, submit a DBE Utiliz PRINCIPAL shall enter into a contract in accordance with coverages and providing such bond as specified with goo and material furnished in the prosecution thereof; or if, in contract and to give the specified bond, the PRINCIPAL	on the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in cation Plan that is accepted and approved by the Department; and if, after award by the Department, the had the terms of the bidding and contract documents including evidence of the required insurance and and sufficient surety for the faithful performance of such contract and for the prompt payment of labor in the event of the failure of the PRINCIPAL to make the required DBE submission or to enter into such pays to the Department the difference not to exceed the penalty hereof between the amount specified in expartment may contract with another party to perform the work covered by said bid proposal, then this in in full force and effect.
Surety shall pay the penal sum to the Department within i	EINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then fifteen (15) days of written demand therefor. If Surety does not make full payment within such period e amount owed. Surety is liable to the Department for all its expenses, including attorney's fees, toole or in part.
In TESTIMONY WHEREOF, the said PRINCIPAL day of	and the said SURETY have caused this instrument to be signed by their respective officers this A.D
PRINCIPAL	SURETY
(Company Name)	(Company Name)
By:	Bv.
(Signature & Title)	By: Signature of Attorney-in-Fact)
	Notary Certification for Principal and Surety
STATE OF ILLINOIS, COUNTY OF	roun'y certification for 1 incepta and ourcey
т	, a Notary Public in and for said County, do hereby certify that
1,	and
	f individuals signing on behalf of PRINCIPAL & SURETY)
who are each personally known to me to be the same per	rsons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and mowledged respectively, that they signed and delivered said instrument as their free and voluntary act
Given under my hand and notarial seal this	day of, A.D
My commission expires	
-	Notary Public
	id Form, the Principal may file an Electronic Bid Bond. By signing below the Principal is ensuring the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid

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 323 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. 83781
DUPAGE County
Section 00-00069-00-PV (Villa Park)
Project CMM-M-8003(334)
Route FAU 2652 (South Villa avenue)
District 1 Construction Funds



Illinois Department of Transportation

NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., January 21, 2005. 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. 83781
DUPAGE County
Section 00-00069-00-PV (Villa Park)
Project CMM-M-8003(334)
Route FAU 2652 (South Villa avenue)
District 1 Construction Funds

Construction consists of 1.05 miles of reconstruction and widening a bituminous concrete roadway, sewers, curb and gutter, sidewalks and landscaping on FAU Route 2652, South Villa Avenue from Roosevelt Road to Madison Street in the Village of Villa Park.

- 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)

Adopted January 1, 2004

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-02) (Revised 1-1-04)

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

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2002; the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids; and the Standard Specifications for Water and Sewer Main Construction in Illinois, May 1996, 5th ed. (herein after referred to as the Standard Water and Sewer Specifications); and the "Supplemental Specifications and Recurring Special Provisions"; indicated on the check sheet included herein which apply to and govern the reconstruction of FAU 2652 (South Villa Avenue), Section No.:00-00069-00-PV, Project M-8003(334) in DuPage County, and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

FAU 2652 (SOUTH VILLA AVENUE) SECTION NO.: 00-00069-00-PV PROJECT: M-8003 (334) DUPAGE COUNTY CONTRACT: 83781

LOCATION OF PROJECT

This project begins at a point on the centerline of South Villa Avenue (FAU 2652) approximately 170 feet north of the centerline of Illinois Route 38 (Roosevelt Road) and extends in a Northerly direction to Madison Street through the village of Villa Park in DuPage County for a total distance of 5,545.30 feet (1.05 miles).

DESCRIPTION OF PROJECT

This project is a roadway reconstruction, and the work to be performed under this contract consists of pavement removal, earthwork, bituminous pavement, pavement marking, lighting, storm sewer, water main, and all incidental and collateral work necessary to complete the project in staged construction as shown on the plans and as described herein.

MAINTENANCE OF ROADWAYS

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

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

UTILITY COORDINATION-VILLAGE OF VILLA PARK

The Village of Villa Park is to make adjustments to their street lighting and water main facilities. The Contractor shall coordinate his work and cooperate with the Village of Villa Park in these adjustments.

This coordination and cooperation by the Contractor will not be paid for separately but shall be considered included in the costs of the contract.

STATUS OF UTILITIES TO BE ADJUSTED

	Name of Utility	Type	Location	Estimated Dates for Start and Completion of Relocation or Adjustments
1	ComEd	Overhead and Underground Electric	Left and Right of Centerline Pavement Crossing	Start: May 2005 Duration: 8 Months
2	Ameritech	Overhead and Underground Telephone	Left and Right of Centerline Pavement Crossing	Start: May 2005 Duration: 8 Months
3	Nothern Illinois Gas Company (NICOR)	Underground Gas	Left and Right of Centerline Pavement Crossing	Start: May 2005 Duration: 8 Months
4	Village of Villa Park	Watermain Relocation	Left and Right of Centerline Pavement Crossing	Start: May 2005 Duration: 8 Months

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.

- 1. ComEd work shall consist of the following:
 - a. Relocation of several power poles and lines from existing locations along the east and west sides of Villa Avenue.
- 2. Ameritech Work shall consist of relocation/replacement of overhead and underground utilities throughout the length of the project
 - a. Joint relocation with ComEd of any overheard lines attached to poles
 - b. Relocation of any conflicting underground lines or ductwork
- 3. Northern Illinois Gas Company Work to consist of relocation/placement of ...
 - a. Proposed relocations on Van Buren Street
 - b. Relocation of crossing gas line and conflicting line along the west or east side of Villa Avenue
- 4. Village of Villa Park Work to consist of relocation/placement of any water lines conflicting with the proposed storm sewer.

The above date was estimated by the Department, it represents the approximate start date of relocation

Upon written notice from the Department, utilities have 90 days to relocate their facilities. The 90-day written notice will be sent after the following occurs: 1.) Right of way is clear for award. 2.) Final plans have been sent out. 3.) Utility permit received and the Department ready to issue permit. 4.) If the permit has not been submitted, a 15-day letter notifying the utility company that they have 15 days to provide their permit application and the lapse of that time. Utilities may request a waiver in writing during the 90-day relocation period with a proposed schedule.

START OF WORK

The Contractor will not be allowed to proceed with any operations on the pavement, which may require permanent lane or shoulder closures prior to <u>March 1, 2005</u> for the South Villa Avenue project. Daytime lane closures can be allowed with the written permission from the Engineer and the District's Bureau of Traffic.

MOBILIZATION

This work shall be as described in Section 671 of the Supplemental Special Provisions.

COMPLETION DATE PLUS GUARANTEED WORKING DAYS

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

"When a completion date plus guaranteed working days is specified, the Contractor shall complete all contract items and safely open all roadways on South Villa Avenue to traffic by 11:59 PM on, October 31, 2005, except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within $\underline{15}$ guaranteed working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the guaranteed working days allowed for clean up work and punch list items. Temporary lane closures for this work

may be allowed at the discretion of the Engineer.

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

RESTRICTION ON GUARANTEED WORKING DAYS

All temporary lane closures during the period governed by guaranteed working days will not be permitted during the hours of 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m. Monday through Friday.

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

Failure to Open Traffic Lanes to Traffic: Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified above, the Contractor shall be liable and shall pay to the Department the amount of \$250 per lane blocked, not as a penalty but as liquidated and ascertained damages, for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. The Department may deduct such damages from any monies due the Contractor. These damages shall apply during the period governed by guaranteed working days and any extensions of that contract time.

WORK ZONE TRAFFIC CONTROL (LUMP SUM PAYMENT)

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

Method of Measurement. All traffic control (except TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a LUMP SUM basis.

Basis of Payment: All traffic control and protection (except TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR) will be paid for at the contract LUMP SUM price for TRAFFIC CONTROL AND PROTECTION (SPECIAL). 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.

TRAFFIC CONTROL AND PROTECTION (SPECIAL)

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 and Traffic Control and Protection for Temporary Detour) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis. Traffic control pavement markings will be measured per foot.

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

TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain, and remove all applicable traffic control devices along the detour route.

Furnishing, erecting, maintaining, and removing traffic control devices along detour routes, in accordance with details shown in the plans, will be paid for at the contract unit price EACH for TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR.

TEMPORARY INFORMATION SIGNING

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

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

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

- Note 1. The Contractor may use 16mm (5/8 inch) instead of 19mm (3/4 inch) thick plywood.
- Note 2. Type A sheeting can be used on the plywood base.
- Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1084.02(b).
- Note 4. The overlay panels shall be 2mm (0.08 inch) thick.

GENERAL CONSTRUCTION REQUIRMENTS

Installation: The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 702.05 and Article 720.04. The signs shall be 2.1m (7') above the near edge of the pavement and shall be a minimum of 600mm (2') beyond the edge of the paved shoulder. A minimum of 2 posts shall be used.

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

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

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

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

Basis Of Payment: This work shall be included in the cost of TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR at the contract unit price EACH, which price shall be full compensation for all labor, equipment and materials required for performing the work as herein specified.

CHANGEABLE MESSAGE SIGNS

This item shall be as contained in the Special Provisions for "Portable Changeable Message Signs" except as follows:

"This message panel shall also be capable of being controlled by an IBM compatible 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 will also be required to promptly reprogram the computer to provide all messages as directed by the Engineer".

LETTERS AND SYMBOLS

The contractor shall use 3M™ Stamark™ high performance tape series 380I ES or approved equal for all letters and symbols shown on the pavement marking plans for polyurea pavement marking. All letters and symbols shall be white unless shown otherwise on the plans.

This work shall be included in the cost of POLYUREA PAVEMENT MARKING TYPE I - LETTERS & SYMBOLS at the contract unit price SQUARE FOOT, which price shall be full compensation for all labor, equipment and materials required for performing the work as herein specified.

COORDINATION WITH ALBRIGHT MIDDLE SCHOOL

The contractor shall contact Albright Middle School to confirm the dates that school will not be in session for the summer break. The school shall be kept accessible to the disabled at all times. Paving operations and sequencing for the southbound side of South Villa Avenue shall be provided as a priority directly in front of the school property to allow school bus vehicular access and drop off capabilities prior to the first day of the

school's fall classes.

This work shall be included in the cost of TRAFFIC CONTROL AND PROTECTION (SPECIAL) at the contract unit price LUMP SUM, which price shall be full compensation for all labor, equipment and materials required for performing the work as herein specified.

STAGING EXISTING DRAINAGE SYSTEM

This work shall require the contractor to stage all drainage work to allow positive drainage and prevent ponding of water under temporary conditions. In particular, the contractor's attention is directed to the proposed storm sewer between station 27+00 to station 41+50 where the inlets will be constructed prior to construction of the main line storm sewer. This pipes shall be abandoned, plugged, or removed as required prior to the installation and functioning of the new storm sewer system. The intent is to prevent an increase in the chances of upstream ponding.

This work shall not be paid for separately, but is included in the contract unit price per EACH of CATCH BASINS, TYPE A of the diameter, frame, and lid specified, without any extra compensation allowed to the contractor.

CONSTRUCTION LAYOUT

This work shall be done in accordance with the applicable portions of the Standard Specifications. The contractor shall also re-establish horizontal control points, benchmarks, and reference ties shown on the plans that are disturbed, damaged, lost, displaced, removed, or obliterated prior to or during construction as needed or directed by the engineer. This work shall be included in the cost of CONSTRUCTION LAYOUT paid as LUMP SUM.

AGGREGATE SUBGRADE 12"

This 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:

1. Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete will be permitted. Steel slag and other expansive materials as determined through testing by the Department will not be permitted.

Percent Passing
97 <u>+</u> 3
90+10
45 <u>+</u> 25
5 <u>+</u> 5

2. Gravel, Crushed Gravel, and Pit Run Gravel

Sieve Size	Percent Passing
6 inches	97 <u>+</u> 3
4 inches	90+10

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2 inches	55 <u>+</u> 25
#4	30 <u>+</u> 20
#200	5 <u>+</u> 5

3. Crushed Concrete with Bituminous Materials**

Sieve Size	Percent Passing
6 inches	97 <u>+</u> 3
4 inches	90 <u>+</u> 10
2 inches	45 <u>+</u> 25
#4	20 <u>+</u> 20
#200	5 <u>+</u> 5

^{**}The bituminous material shall be separated and mechanically blended with the crushed concrete so that the bituminous material does not exceed 40% of the final product. The top size of the bituminous material in the final product shall be less than 4 inches and shall not contain steel slag or any material that is considered expansive by the Department.

The Aggregate subgrade shall be placed in two lifts consisting of a 9 inch and variable nominal thickness lower lift and a 3 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. The 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 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.

When a recommended remedial treatment for unstable subgrades is included in the contract, the lower lift of Aggregate Subgrade may be placed simultaneously with the material for Porous Granular Embankment, Subgrade when the total thickness to be placed is 2 feet or less.

Method of Measurement.

- (a) Contract Quantities. Contract quantities shall be in accordance with Article 202.07.
- (b) Measured Quantities. Aggregate subgrade will be measured in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per SQUARE YARD for AGGREGATE SUBGRADE, 12", which price shall include the capping aggregate.

AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS

Revise Article 402.10 of the Standard Specifications to read:

"402.10 For Temporary Access. The contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial

entrances and roads according to Article 402.07 and as directed by the Engineer.

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

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

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface 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 per TON for every private entrance, commercial entrance, alley, or road constructed for the purpose of temporary access. If a residential drive, commercial entrance, alley, 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 TON 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 TON for AGGREGATE SURFACE COURSE, TYPE B.

TEMPORARY PAVEMENT

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

The contractor shall use either Portland cement concrete as outlined in Section 353 and 354 or bituminous concrete according to Section 355, 356,406, and the special provisions for; Bituminous Base Course/Widening Superpave. Bituminous Concrete Surface Course, and Superpave Bituminous Concrete Mixtures. The thickness of the Temporary Pavement shall be as described in the plans. The contractor shall have the

option of constructing either material type if both Portland cement concrete and bituminous concrete are shown in the plans.

Articles 355.10 and 406.21 shall not apply.

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

Temporary pavement will be measured in place and the area computed in SQUARE YARDS.

This work will be paid for at the contract unit price per SQUARE YARD for TEMPORARY PAVEMENT.

Removal of temporary pavement will be paid for at the contract unit price per SQUARE YARD for PAVEMENT REMOVAL.

RECLAIMED ASPHALT FOR NON-POROUS EMBANKMENT AND BACKFILL

Add the following sentence to Article 1004.06 (a) Description of the Standard Specifications for Road and Bridge Construction:

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

Add the following sentence to Article 1004.06 (c) Gradation of the Standard Specifications for Road and Bridge Construction.

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

RECLAIMED ASPHALT PAVEMENT (RAP) FOR TEMPORARY ACCESS ENTRANCES AND/OR AGGREGATE SHOULDERS, TYPE B

Replace the <u>Note</u> in Articles 402.02(a) and 481.02(a) of the Standard Specifications for Road and Bridge Construction with the following:

"Note: Reclaimed asphalt pavement (RAP) may be used as aggregate in surface course for temporary access entrances and/or aggregate shoulders Type B. The RAP material shall be reclaimed asphalt pavement material resulting from the cold milling or crushing of an existing hot-mix bituminous concrete pavement structure, including shoulders. RAP containing contaminants such as earth, brick, concrete, sheet asphalt, sand, or other materials identified by the Department will be unacceptable until the contaminants are thoroughly removed. The RAP shall also meet the following requirements:

One hundred percent of the RAP material shall pass the 37.5 mm (1 1/2 in ch) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single-sized will not be accepted."

BACKFILLING STORM SEWER UNDER ROADWAY

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

STORM SEWER ADJACENT TO OR CROSSING WATER MAIN

This work consists of constructing 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 at the contract unit price FOOT, 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.

PIPE CULVERT REMOVAL

This work shall consist of the removal and satisfactory disposal of pipe culverts and existing end treatments.

The pipe culvert should be removed in accordance with the applicable portions of Section 501 of the Standard specifications for Removal of Existing Structures.

This work will be paid for at the contract unit price FOOT for PIPE CULVERT REMOVAL.

FIRE HYDRANTS TO BE ADJUSTED

This work shall consist of the relocation or adjustment of existing fire hydrants which interfere with the construction of the proposed improvement.

The fire hydrant should be adjusted in accordance with the applicable portions of Section 564 of the Standard Specifications.

This work will be paid for at the contract unit price EACH for FIRE HYDRANTS TO BE ADJUSTED.

CATCH BASINS TO BE FILLED TO MAINTAIN FLOW

This work shall require the contractor to stage all surface drainage work to allow positive drainage and prevent ponding of water under temporary conditions. In particular, the contractor's attention is directed to the existing catch basins that will be filled, but continuous flow shall be maintained through the structure. The pipes shall be left in place to allow storm water runoff to be conveyed from one side of the structure to the other. The pipes shall be connected inside the structure prior to the installation and functioning of the new storm sewer system. The intent is to prevent an interruption of drainage.

The catch basin shall be filled in accordance with the applicable portions of Section 605 of the Standard Specifications.

This work shall not be paid for separately, but is included in the contract unit price per EACH for CATCH BASINS TO BE FILLED TO MAINTAIN FLOW without any extra compensation allowed to the contractor.

GAS VALVE TO BE ADJUSTED

This work shall consist of the adjustment of existing gas valves. The work will be done in accordance with Section 602 Standard Specifications.

Prior to starting construction, an inspection of all the existing valves will be made by the Engineer and the Contractor to determine the amount of existing debris in these structures. Upon completion of the work, the Contractor shall clean these valves in the following manner: gas valves shall be cleaned of all construction debris and existing debris shall be removed to 12" below the half trap. This work will not be paid for separately, but shall be considered included in the cost of the respective adjustment item.

Backfilling to subbase elevation shall be done with sand as specified in Article 550.07 of the Standard Specifications; however, no separate payment for backfilling will be made under these items and the work will be considered included in the cost of these items.

With approval of the Engineer, the Contractor may use precast adjusting rings. Adjustment bricks, rings and structure frames are to be set in full mortar bed. Shimming of the frame with wood and stones shall not be allowed. The interior of the adjustment shall be buttered to the satisfaction of the Engineer. Use of partial bricks will not be allowed. Bricks shall be laid in full header courses only.

Existing frames and lids that are obsolete or damaged shall be replaced when ordered by the Engineer in writing, except that existing frames and lids damaged by the Contractor's operations during construction shall be replaced by the Contractor at his/her expense.

Removal and patching of pavement around a gas valve shall be considered as part of the adjustment or reconstruction of that structure, and no additional compensation will be made.

Under no circumstance shall an adjustment or reconstruction not be completed in the same day as it is started. Under no circumstance shall debris be left in the street over night.

The Contractor shall stage adjustment or reconstruction work so that the traffic flows in a

safe manner.

This work will be paid for at the contract unit price EACH for GAS VALVE TO BE ADJUSTED, which price shall be payment in full for excavation, construction, backfilling, concrete brick, mortar, disposal of surplus excavation form work, and all labor and materials including reinforcement bars, and ladder rings when replacements are ordered by the Engineer.

SANITARY MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME & LID

This work consists of reconstructing sanitary sewer manholes in accordance where more than 2 feet of masonry will be added, removed, or rebuilt to bring the new frame and lid to the finished grade of the improvement. The existing frame and lid shall be removed form the site.

The reconstruction should be in accordance with the applicable portions of Section 602 of the Standard specifications.

The frame and lid shall be Neenah Type R-1772 self-sealing and gasketed frame and lid or approved equal.

This work will be paid for at the contract unit price EACH for SANITARY MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME & LID.

MANHOLES, TYPE A, TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE

This work shall consist of constructing manholes, of diameter specified, with restrictor plates. This work shall be as specified in Section 602 of the Standard Specifications and as shown on the plans and details and shall include the restrictor plate and cast iron frame and lid.

The restrictor plates shall be galvanized steel conforming to the requirements of AASHTO M 183 and the zinc coating shall conform to the requirements of AASHTO M 111. The stud and nut assemblies shall be stainless steel conforming to the requirements of AASHTO M 163.

The frames and lids shall be an IDOT Type 1 Frame with closed lid.

This item will be paid for at the Contract unit price EACH for MANHOLES, TYPE A, 6' — DIAMETER, TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE, and MANHOLES, TYPE A, 8' — DIAMETER, TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE which payment shall be full compensation for furnishing and installing the manhole with restrictor plate, frames and lids, excavation and trench backfill and all other appurtenances and collateral work necessary to complete this work as specified.

TEMPORARY EROSION CONTROL SEEDING

This work consists of seeding all erodable bare areas every seven days to minimize the amount of exposed surface area within contract limits.

The temporary erosion control seeding should be in accordance with the applicable portions of Section 280.04(f) of the Standard Specifications.

This work will be paid for at the contract unit price ACRE for TEMPORARY EROSION CONTROL SEEDING.

TEMPORARY DITCH CHECKS, ROLLED EXCELSIOR

This work shall consist of providing, placing, removal, and satisfactory disposal of temporary ditch checks at locations shown on the plans and in accordance with standard 280001-02 and Section 280 of the Standard Specifications. Straw bales, silt fence, and aggregate will not be allowed.

This work will be paid for at the contract unit price per EACH for TEMPORARY DITCH CHECKS, ROLLED EXCELSIOR.

INLET FILTERS

This work shall consist of the furnishing, installation, and removal of a drainage structure inlet filter assembly, consisting of a frame and filter bag, to collect sediment in surface storm water runoff at locations shown on the plans or as directed by the Engineer.

The contractor shall inspect the work site and review the plans to determine the number and dimensions of the various types of drainage structure frames (circular and rectangular) into which the inlet filters will be installed prior to ordering materials.

The drainage structure inlet filter assembly shall remain in place until the Engineer directs final removal of the assembly. The drainage structure inlet filter assembly shall remain the property of the Contractor. Final removal of the assembly shall include the disposal of debris or silt that has accumulated in the filter bag at the time of final removal. Periodic cleaning of the filter is paid for separately.

Materials: The drainage structure inlet filter shall be the "Catch-All Inlet & Pipe Protector" as manufactured by Mar-Mar Manufacturing Company, Inc., P.O. Box 278, McBee, South Carolina 29101, (877) 962-7622, or approved equal. A detail drawing in the plans depicts the drainage structure inlet filter assembly.

The drainage structure inlet filter assembly consists of a steel frame with a replaceable geotextile fabric bag attached with a steel frame in good condition. Meeting the approval of the Engineer may be substituted for new materials.

The drainage structure inlet filter assembly frame shall be rigid steel meeting the requirements of ASTM-A36. The frame 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 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 drainage structure inlet filter assembly bag shall be constructed of a polypropylene geotextile fabric with a minimum weight of 4 ounces per square yard, a minimum flow rate of 145 gallons per minute per square foot, and designed for a minimum silt and debris capacity of 2 cubic feet. The filter bag shall be reinforced with an outer polyester mesh fabric with a minimum weight of 4 ounces per square yard. The filter bag shall be suspended from the steel frame with a stainless steel band and locking cap. The inlet filter assembly frame shall

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not cause the drainage structure grate to extend higher than $\frac{1}{4}$ inch above the drainage structure frame.

<u>Basis of Payment:</u> The work will be paid for at the contract unit price per EACH for INLET FILTERS, which price shall include all costs for labor, materials, equipment, and incidentals necessary to perform the work.

SEDIMENT CONTROL, DRAINAGE STRUCTURE INLET FILTER CLEANING

This work shall consist of cleaning sediment out of a drainage structure inlet filter when directed by the Engineer. This cleaning work is to be periodically performed as directed by the Engineer, for the duration of the use of each drainage structure inlet filter assembly. The Engineer will be the sole judge of the need for cleaning, based on the rate that debris and silt is collected at each inlet filter location.

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

<u>Method of Measurement:</u> Cleaning of the drainage structure inlet 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.

INSPECTION OF MATERIALS FOR PLANTING

Add the following to the end of Article 1081.01(c)(1) of the Standard Specifications:

The Contractor shall provide the Engineer 30 calendar days advance notice of the plant material to be inspected.

Add the following to Article 1081.01(c) of the Standard Specifications:

(4) The Contractor shall retain the services of a Registered Landscape Architect approved by the Engineer, or similarly qualified independent professional approved by the Engineer, to inspect plant material grown in nurseries located outside of the State of Illinois. Inspection of plant material shall be made at the nursery and must be made in the field (or in storage houses) of the nursery supplying the material.

The Contractor shall submit a request for the approval of an independent plant material inspector to the Engineer and the request shall contain the following information:

- A statement that the plant material inspector is not employed by the Contractor or is not a consultant to the Contractor for other purposes.
- A description of professional qualifications.
- Professional license number and date of expiration if a license is required for the

profession.

The request for approval of a plant material inspector shall be submitted sufficiently in advance of actual need in order to allow for review by the Department and other agencies.

The Engineer will require a minimum of up to 30 calendar days for review of the request after receipt of the submittal by the Department. The review may involve rejection or resubmittal, in which case, the time for review may increase if submittals do not contain sufficient detail.

The independent plant material inspector shall be approved by the Engineer in writing before proceeding with the inspection of plant material.

This work will NOT be paid for separately, but will be included in the unit price bid for the plant material items.

TREE REMOVAL

This work shall consist of tree removal as specified in Section 201 of the Standard Specifications with the following revisions:

Delete sentences 4 and 5 of Article 201.04, Tree Removal, and substitute the following:

"All trees removed shall be cut flush with the natural ground line. All stubs and stumps shall be treated with a resprout herbicide approved by the Engineer to prevent regrowth from those stumps."

PORTLAND CEMENT CONCRETE SIDEWALK

Add to Section 424 of the Standard Specifications:

The subgrade shall have two inches of SUB-BASE GRANULAR MATERIAL, TYPE B placed as shown on the typical sections and leveled to the satisfaction of the engineer under areas of PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH.

The sub-base granular material, type B shall be included in the cost per SQUARE FOOT of PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH without any extra compensation allowed to the contractor.

GUTTER OUTLET

This work shall consist of constructing concrete gutter outlets at locations shown on the plans and shall meet the requirements shown on the plans. This work shall be in accordance with Section 606 of the Standard Specifications.

This work will be paid for at the contract unit price per EACH for GUTTER OUTLET.

POROUS GRANULAR EMBANKMENT, SUBGRADE

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. This material shall be used as a bridging layer over soft, lumpy, 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

Sieve Size	Percent Passing
*150 mm (6 inches)	97+03
*100 mm (4 inches)	90+10 in
50 mm (2 inches)	45+25
75 µm (#200)	5+05
· •	

2. Gravel, Crushed Gravel and Pit Run Gravel

Sieve Size	Percent Passing
*150 mm (6 inches)	97+03
*100 mm (4 inches)	90+10
50 mm (2 inches)	55+25
4.75 mm (#4)	30+20
75 µm (#200)	5+05

*For undercut greater than 450 mm (18 inches) the percent passing the 150 mm (6 inches) sieve may be 90+10 and the 100 mm (4 inches) sieve requirements eliminated.

The porous granular material shall be placed in one lift when the total thickness to be placed is 600 mm (2 feet) 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 interlocking and compaction. The Engineer shall verify that adequate keying has been obtained.

A 75 mm (3 inches) 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 300 mm (1 foot) longitudinal per 25 mm (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 will 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.

SANITARY SEWER REMOVAL AND REPLACEMENT 8"

This work shall consist of repairs to the existing sanitary sewer by removing the damaged sections and replacing it with new sewer pipe. The new pipe shall be of the same material as the existing pipe unless PVC or another material is approved by the engineer.

The pipes shall be replaced at locations as shown on the plans and as directed by the engineer. This work will be measured for payment per FOOT in place from the points of connection between the old and new pipes.

This work will be paid for at the contract unit price per FOOT for SANITARY SEWER REMOVAL AND REPLACEMENT 8" which price shall include the bedding material.

No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown on the plans.

LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 150 WATT

This work shall consist of providing a luminaire as specified in the Standard Specifications with the following revisions:

Add the following table(s) to Article 1085.35 of the Standard Specifications:

SOUTH VILLA - MAIN ROADWAY

IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE

GIVEN CONDITIONS			
ROADWAY DATA	Pavement Width	24 ft	
	Number of Lanes	2	
	I.E.S. Surface Classification	R3	
	Q-Zero Value	0.07	
LIGHT POLE DATA	Mounting Height	30 ft	
	Mast Arm Length	8 ft	

FAU 2652 (South Villa Avenue) Section No.: 00-00069-00-PV

Di	:Page	County	,

HPS 16000

		DuPage County
	Pole Set-Back From Edge of Pavement	<u>2</u> ft
LUMINAIRE DATA	Lamp Type	HÞS
	Lamp Lumens	16000
	I.E.S. Vertical Distribution	Medium
	I.E.S. Control Of Distribution	Cutoff
	I.E.S. Lateral Distribution	Type III
	Total Light Loss Factor	0.7
Lavour Dama	Charina	175 ft
LAYOUT DATA	Spacing	
	Configuration	Single Sided
	Luminaire Overhang over edge of pavement	6 ft
performance require	nents are met. PERFORMANCE REQUIREMENTS	
	mance requirements shall be the minimum accepance for the luminaire, based on the given condition	
ILLUMINATION	Average Horizontal Illumination, E _{AVE}	<u>-</u>
•	Uniformity Ratio, E _{AVE} /E _{MIN}	_
LUMINANCE	Average Luminance, L _{AVE}	0,4 Cd/m ²
	Uniformity Ratio, L _{AVE} /L _{MIN}	4.0:1
	Uniformity Ratio, L _{MAX} /L _{MIN}	8.0:1
	Max. Veiling Luminance Ratio, L _V /L _{AVE}	0.4:1
SOUTH VILLA - PE	DESTRIAN SIDEWALK	
ID	OT DISTRICT 1 LUMINAIRE PERFORMANCE T	ABLE
	GIVEN CONDITIONS	
ROADWAY DATA	Sidewalk Width	5 ft
	Number of Lanes	N/A
	I.E.S. Surface Classification	N/A
	Q-Zero Value	0.07
LIGHT POLE DATA	Mounting Height	30 ft
	Mast Arm Length	8 ft
	Pole Set-Back From Edge of Sidewalk	5 ft
	, 515 Oct Daok i Torri Lago or Oldowark	

Lamp Type Lamp Lumens

LUMINAIRE DATA

FAU 2652 (South Villa Avenue) Section No.: 00-00069-00-PV

		DuPage County
	I.E.S. Vertical Distribution	Medium
•	I.E.S. Control Of Distribution	Cutoff
	I.E.S. Lateral Distribution	Type III
	Total Light Loss Factor	0.7
LAYOUT DATA	Spacing	175 ft
	Configuration	Single Sided
	Luminaire Overhang over edge of pavement	N/A ft

NOTE: Variations from the above specified I.E.S. distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

PERFORMANCE REQUIREMENTS

NOTE: These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

ILLUMINATION	Average Horizontal Illumination, E _{AVE}	0.3 fc
	Uniformity Ratio, E _{AVE} /E _{MIN}	6.0:1
LUMINANCE	Average Luminance, L _{AVE}	
	Uniformity Ratio, L _{AVE} /L _{MIN}	-
	Uniformity Ratio,L _{MAX} /L _{MIN}	
	Max. Veiling Luminance Ratio, L _V /L _{AVE}	·

<u>Description.</u> This work shall consist of providing a luminaire from American Electric model #CHMD-150S-R3-FLX-240-LPI-L/PER-AR6001, or approved equivalent.

<u>Basis of payment</u>. This work will be paid for at the contract unit price per EACH installed, for LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 150 WATT.

LIGHT POLE, ALUMINUM, 30 FT. M.H., 8 FT. MAST ARM, BREAKAWAY BASE <u>Description</u>. This work shall consist of providing a light pole, mast arm, and breakaway base from Flagpoles Inc. model #FPSLS84530B-1-8VD-BSB-BRZPC, or approved equivalent.

Basis of payment. This work will be paid for at the contract unit price per EACH installed, for LIGHT POLE, ALUMINUM, 30 FT. M.H., 8 FT. MAST ARM, BREAKAWAY BASE.

UNIT DUCT, WITH 4-1/C NO. 6 AND 2/C NO. 8 GROUND, 600V (XLP-TYPE USE), 1 1/2" DIA., POLYETHYLENE

<u>Description.</u> The work shall consist of providing unit duct with cable with wire and duct size as specified. Item shall conform to the Standard Specifications Article 816 Unit Duct.

Basis of payment. This work will be paid for at the contract unit price per FOOT installed, for UNIT DUCT, WITH 4-1/C NO. 6 AND 2/C NO. 8 GROUND, 600V (XLP-TYPE USE),

1 1/2" DIA., POLYETHYLENE.

UNIT DUCT, WITH 4-1/C NO. 4 AND 2/C NO. 8 GROUND, 600V (XLP-TYPE USE), 1 ½" DIA.. POLYETHYLENE

<u>Description</u>. The work shall consist of providing unit duct with cable with wire and duct size as specified. Item shall conform to the Standard Specifications Article 816 Unit Duct.

<u>Basis of payment</u>. This work will be paid for at the contract unit price per FOOT installed, for UNIT DUCT, WITH 4-1/C NO. 4 AND 2/C NO. 8 GROUND, 600V (XLP-TYPE USE), 1 ½" DIA., POLYETHYLENE.

UNIT DUCT, WITH 2-1/C NO. 4 AND 1/C NO. 8 GROUND, 600V (XLP-TYPE USE), 1" DIA., POLYETHYLENE

<u>Description.</u> The work shall consist of providing unit duct with cable with wire and duct size as specified. Item shall conform to the Standard Specifications Article 816 Unit Duct.

<u>Basis of payment</u>. This work will be paid for at the contract unit price per FOOT installed, for UNIT DUCT, WITH 2-1/C NO. 4 AND 1/C NO. 8 GROUND, 600V (XLP-TYPE USE), 1" DIA., POLYETHYLENE.

ELECTRIC UTILITY SERVICE CONNECTION

Effective: January 1, 1997

<u>Description.</u> This item shall consist of payment for work performed by the Electric Utility Company in providing or modifying electric service as indicated. THIS MAY INVOLVE WORK AT MORE THAN ONE ELECTRIC SERVICE.

CONSTRUCTION REQUIREMENTS

<u>General.</u> It shall be the Contractor's responsibility to contact the utility. The Contractor shall coordinate his work fully with the electric utility both as to the work required and the timing of the installation. No additional compensation will be granted under this or any other item for extra work caused by failure to meet this requirement.

The Contractor should make particular note of the need for the earliest attention to arrangements with the utility for service. In the event of delay by the utility, no extension of time will be considered applicable for the delay unless the Contractor can produce written evidence of a request for electric service within 30 days of execution.

Method Of Payment. The Contractor will be reimbursed to the exact amount of money as billed by the Electric Utility Company for its services. Work provided by the Contractor for electric service will be paid separately as described under ELECTRIC SERVICE INSTALLATION. No extra compensation shall be paid to the Contractor for any incidental materials and labor required to fulfill the requirements as shown on the plans and specified herein.

For bidding purposes, this item shall be estimated as \$5,000

<u>Basis Of Payment.</u> This work will be paid for at the contract lump sum price for ELECTRIC UTILITY SERVICE CONNECTION which shall be reimbursement in full for electric utility service charges.

LIGHTING CONTROLLER FOUNDATION

<u>Description.</u> The work shall consist of 24" x 5' diameter foundation for a lighting controller pedestal. The foundation shall be the same as "FOUNDATION DETAIL" shown on plan sheet LIGHTING DETAILS SHEET 2 OF 2, including rebar, chamfers, and ground rod. The bolt circle shall be coordinated to match that required by the base of the lighting controller pedestal.

<u>Basis of payment</u>. This work will be paid for at the contract unit price per EACH installed, for LIGHTING CONTROLLER FOUNDATION.

NON-SPECIAL WASTE DISPOSAL

General. Implementation of this Special Provision will likely require the Contractor to subcontract for the execution of certain activities and/or work with contractors hired by the Village of Villa Park (VVP). It will be the Contractor's responsibility to assess the working conditions and adjust anticipated production rates accordingly. VVP has identified Practical Environmental Consultants, Inc. (PEC) as the designated Environmental Firm for the oversight of the soil excavation and removal activities. PEC will be contracted directly to the designated Engineer, Stanley Consultants, Inc. (Stanley). PEC will provide environmental monitoring, sampling, and reporting for the project.

<u>Description.</u> This work shall be according to Article **669** (REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES) of the Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction (adopted January 1, 2002), the supplemental specifications and recurring special provisions (adopted January 1, 2004), and the following:

Revise the first sentence of Article **669.03** to read: Practical Environmental Consultants, Inc. (PEC) is the designated Environmental Firm for the oversight of the soil excavation and removal activities, and the designated Engineer is Stanley Consultants, Inc. (Stanley). For purposes of this document, VVP shall be considered the "Department" as that term is used in Article 669.

Revise the first paragraph of Article **669.04** to read: The Contractor shall file a Site Health and Safety Plan and Erosion Control Plan with VVP. The designated Environmental Firm will prepare the Site Contamination Operation Plan and submit to VVP, the Engineer, and the Contractor. Note that the plans to be prepared pursuant to these NON-SPECIAL WASTE WORKING CONDITIONS shall also cover activities associated with the separate TACO BACKGROUND SOIL WORKING CONDITIONS. Therefore, duplicate plans are not requested, and the plans submitted for the non-special waste working conditions shall also cover the operations described in the TACO BACKGROUND SOIL WORKING CONDITIONS.

Revise Article **669.14** to read: The designated Environmental Firm will prepare the final Technical Report and submit to VVP, the Engineer, and the Contractor after the completion of the project. A single final Technical Report covering both NON-SPECIAL WASTE and TACO BACKGROUND soil excavation and disposal activities shall be prepared by the Environmental Firm. No interim reports are required. Since the specified soil removal activities are not associated with identified third party sites of

contamination along the roadway that may be pursued for future cost reimbursement (i.e. gasoline station along typical IDOT project), specific efforts to track and report contractor and subcontractor costs by site, relating to soil management activities as described under IDOT Standard Specifications under Article 669.14 (b), will not be conducted or included in the report.

Revise the first sentence of Article **669.05** to read: The Environmental Firm will prepare the Site Contamination Operation Plan (SCOP) and submit to VVP, the Engineer, and the Contractor a minimum of two weeks before beginning construction activities. Add a second sentence to read: The Contractor is responsible for providing the names and roles of all subcontractors to the designated Environmental Firm for inclusion in the SCOP.

Add the following sentences to Article **669.06** after the first sentence, to read: The Environmental Firm will provide health and safety monitoring information to the construction Contractor, Engineer, or VVP personnel present in the project area, with respect to potential exposures to identified soil contaminants. Per OSHA regulations, each employer is responsible for the safety of its own employees, and therefore, the Environmental Firm will only provide monitoring information to the Contractor, but will not direct safety-related activities. In addition, the Contractor is solely responsible for managing safety activities relating to any physical hazards associated with general construction activities or other safety issues not associated with the impacted soils identified in the project area.

Add the following sentences to the beginning of Article **669.07** to read: The Contractor will prepare an Erosion Control Plan that will describe procedures to prevent stormwater from running into excavated impacted soil areas or impacting any nearby surface water resources. The Contractor will be responsible for any additional local, state, or federal notifications or requirements concerning stormwater management. The Contractor shall also provide written procedures for dust control.

Revise Article 669.08 to read: The designated Environmental Firm will perform the PID monitoring in the specified areas. The designated Environmental Firm will coordinate and conduct any additional soil sampling during construction, and will consult with VVP, the Engineer, and the Contractor concerning any modifications to the soil classifications and limits described later in this Special Provision. However, the Contractor is responsible for obtaining waste profile and disposal approval from the selected landfill or receiving facility, and shall inform the Environmental Firm of any sampling and analysis requirements to obtain the approval. The designated Environmental Firm will also collect any necessary soil samples, coordinate the associated chemical analysis, and interpret any results, with input from VVP, the Engineer, and the Contractor. The limits of soils requiring special handling or disposal are specified in this Special Provision below, and are based on extensive prior analytical testing. It should be noted that the primary identified soil contaminants in the project area (polycyclic aromatic hydrocarbons [PAHs]) do not have a significant volatile organic component that would easily lend itself to detection by a PID. PAHs are primarily identified by laboratory analysis that may take several days to complete. Therefore, unless a significant deviation from the existing soil description and classification is observed or identified via PID screening, it is anticipated that the impacted soil limits identified in this Special Provision will be adhered to.

Add two sentences at the beginning of Article 669.09 to read: Management and/or

disposal of impacted soils shall be conducted in accordance with the criteria and limits specified in this Special Provision below. If the construction excavations do not impact the areas and depths included in this Special Provision, there is no additional requirement to excavate or remove the limits of identified non-special waste soils.

Replace the first two sentences of paragraph 10 of Article 669.09 with the following to read: The Contractor shall coordinate with the Environmental Firm, Engineer and VVP regarding handling and disposal options for soils classified as Illinois "non-special waste", as described below. The Contractor shall provide transportation and disposal of the non-special waste and shall obtain written approval for soil acceptance from the Contractor's selected disposal facility at least two weeks prior to the start of excavations. The Contractor shall coordinate any advanced waste profile sampling required by the disposal facility with the Environmental Firm in order to meet the soil acceptance approval date described above. VVP reserves the right to review and to accept or reject the facility proposed by the Contractor to use as a landfill or receiving facility. The Contractor is responsible for ensuring that all soils are legally disposed and handled according to local, state and federal regulations.

The following Special Provisions Apply to this project:

Monitoring:

The Environmental Firm must continuously monitor for worker protection and soil contamination at the following additional areas.

- #1 Station 10+71 to Station 66+16 ± 0 to 26 feet RT and 0 to 26 feet LT (roughly correlating to the road footprint extending outward to the outer edge of drainage ditches on both sides of the road, where present). The contaminants of concern sampling parameters are BTEX and PAHs (aka PNAs).
- #2 Connecting and paved South Villa Avenue intersection areas extending from the centerline to the project limits at the following locations:

Station 13+83.5 + 0 to 48 feet RT. Blackstone Place: Station 22+98.9 + 0 to 48 feet RT. Riordan Road: Station 23+62.7 ± 0 to 50.7 feet LT. Riordan Road: Station 30+64.9 + 0 to 59.2 RT. Kolberg Court: Station 36+68.6 ± 0 to 66.5 LT. Harrison Street: Station 43+19.0 + 0 to 50.3 RT. Van Buren Street: Station 43+00 + 0 to 32 feet LT. School Entrance: Station 50+97.4 + 0 to 54 feet LT. Julia Lane: Station 54+27 + 0 to 53.4 feet LT. Terry Lane:

Madison Street: Station 63+32 ± 0 to 70 feet RT and 0 to 70 feet LT.

The contaminants of concern sampling parameters are BTEX and PAHs.

Management of Contaminated Materials Designated as Illinois "Non-Special Waste"

The Contractor shall manage contaminated materials designated by the Engineer and/or VVP as Illinois "non-special waste" in the following manner. Available data indicates that

certain soils can be characterized as Illinois "non-special waste". In order to dispose of the soils as an Illinois "non-special waste", a non-special waste certification will be signed by VVP. The Contractor shall coordinate the completion of the non-special waste certification with VVP and the Environmental Firm. Non-special waste transportation and disposal do not require an Illinois EPA identification number or uniform hazardous waste manifests. The Contractor shall manage contaminated material and coordinate with the Environmental Firm that will be monitoring, conducting potential sampling, documenting various soil excavation activities.

The limited preliminary site investigation (PSI) report (dated May 1, 2002), supplemental soil investigation report (dated July 31, 2002), and the Re-Evaluation of PAH data against New Illinois Background Criteria (dated July 8, 2004) available through VVP, estimated the excavation quantity of non-special waste at the locations specified below. The information available at the time of plan preparation determined the limits of the contamination, and the quantities estimated were based on soil excavation for construction purposes only. The lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit, which ever is less.

The Contractor shall manage and dispose of all soils excavated within the following areas at a <u>licensed and permitted landfill</u>, as Illinois "non-special waste". The soils to be excavated and disposed of as non-special waste include the top 18-inches of soil/fill material located beneath any asphalt/concrete and crushed limestone sub-base, within the limits specified below in items #1 and #2. Additional soils described in Item #3 below also require excavation and disposal as non-special waste according the depth stipulations provided. The Contractor is responsible for removing and separating any asphalt and crushed limestone sub-base from the underlying impacted soil/fill material. Asphalt and crushed limestone sub-base are not considered part of the non-special waste disposal volume. Any excavation or disposal beyond what is required by this project or the Engineer shall be at the Contractor's expense.

- #1. Station 10+71 to Station 66+16 ± 0 to 12 feet RT and 0 to 12 feet LT (roughly correlating to the existing road footprint).
- #2. Connecting and <u>paved</u> South Villa Avenue intersection areas extending from the centerline to the project limits at the following locations:

Blackstone Place Station 13+83.5 ± 0 to 48 feet RT. Riordan Road Station 22+98.9 ± 0 to 48 feet RT. Riordan Road Station 23+62.7 + 0 to 50.7 feet LT.

Kolberg Court Station 30+64.9 ± 0 to 59.2 RT.

Harrison Street Station $36+68.6 \pm 0$ to 66.5 LT. Station $43+19.0 \pm 0$ to 50.3 RT. School Entrance Station $43+00 \pm 0$ to 32 feet LT. Station $50+97.4 \pm 0$ to 54 feet LT. Terry Lane Station $54+27 \pm 0$ to 53.4 feet LT.

Madison Street Station 63+32 ± 0 to 70 feet RT and 0 to 70 feet LT

#3. The following <u>additional</u> areas beyond the road footprint shall be excavated and the soil disposed as an Illinois "non-special waste" at a licensed and permitted landfill. Total soil excavation depths, beginning at the ground surface, that are subject to non-special waste handling and disposal are specified for each area below,

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Station 19+90 to Station 20+10 \pm 12 to 25 feet LT, to a depth of 18 inches; Station 22+10 to Station 22+30 \pm 12 to 23 feet RT, to a depth of 18 inches; Station 26+00 to Station 26+50 \pm 12 to 30 feet LT, to a depth of 6 feet; Station 30+18 to Station 30+38 \pm 12 to 30 feet RT, to a depth of 30 inches; Station 33+42 to Station 33+62 \pm 12 to 34 feet LT, to a depth of 18 inches; Station 51+10 to Station 51+30 \pm 12 to 33 feet RT, to a depth of 24 inches; Station 63+00 to Station 63+30 \pm 12 to 38 feet RT, to a depth of 24 inches;
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Method of Measurement

Non-special waste soils shall be measured for payment according to Articles 502.14 and 202.07(b) except the quantity for which payment will be made will not exceed the volume of the trench, as computed by using the maximum width of trench permitted by the specifications and the actual depth of the trench, with a deduction for the volume of the pipe.

Basis of Payment

The disposal of soil from an excavation determined to be contaminated or impacted with chemical concentrations exceeding the Illinois TACO Tier 1 Residential criteria <u>and</u> the background PAH concentrations as recently published in the Urban Area Polycyclic Aromatic Hydrocarbon Study shall be paid at the unit price per cubic yard for NON-SPECIAL WASTE DISPOSAL. Disposal payment includes transportation costs. The Urban Area Polycyclic Aromatic Hydrocarbon Study, as downloaded from the Illinois EPA web site, is attached to this special provision for reference purposes.

The preparation, administration, and execution of the Site Health and Safety Plan, and Site Erosion Control Plan will be paid for at a lump sum price for each report.

Payment for temporary staging, if required will be paid for according to Article 109.04

Payment for accumulated stormwater removal and disposal will be according to Article 109.04. Payment will only be allowed if appropriate stormwater and erosion control methods were used.

TACO BACKGROUND SOILS

General. Implementation of this Special Provision will likely require the Contractor to subcontract for the execution of certain activities and/or work with contractors hired by the Village of Villa Park (VVP). It will be the Contractor's responsibility to assess the working conditions and adjust anticipated production rates accordingly. VVP has identified Practical Environmental Consultants, Inc. (PEC) as the designated Environmental Firm for the oversight of the soil excavation and removal activities. PEC will be contracted directly to the designated Engineer, Stanley Consultants, Inc. (Stanley). PEC will provide environmental monitoring, sampling, and reporting for the project.

<u>Description.</u> This work shall be according to Article **669** (REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES) of the Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction (adopted January 1, 2002), the supplemental specifications and recurring special provisions (adopted January 1, 2004), and the following:

Revise the first sentence of Article **669.03** to read: Practical Environmental Consultants, Inc. (PEC) is the designated Environmental Firm for the oversight of the soil excavation and removal activities, and the designated Engineer is Stanley Consultants, Inc. (Stanley). For purposes of this document, VVP shall be considered the "Department" as that term is used in Article 669.

Revise the first paragraph of Article **669.04** to read: The Contractor shall file a Site Health and Safety Plan and Erosion Control Plan with VVP. The designated Environmental Firm will prepare the Site Contamination Operation Plan and submit to VVP, the Engineer, and the Contractor. However, the plans to be prepared and followed for management of TACO BACKGROUND SOILS shall be the same as those provided pursuant to the separate NON-SPECIAL WASTE WORKING CONDITIONS. Therefore, duplicate plans are not requested, and the plans submitted for the non-special waste working conditions shall also cover the operations described in this document.

Revise Article **669.14** to read: The designated Environmental Firm will prepare the final Technical Report and submit to VVP, the Engineer, and the Contractor after the completion of the project. A single final Technical Report covering both NON-SPECIAL WASTE and TACO BACKGROUND soil excavation and disposal activities shall be prepared by the Environmental Firm. No interim reports are required. Since the specified soil removal activities are not associated with identified third party sites of contamination along the roadway that may be pursued for future cost reimbursement (i.e. gasoline station along typical IDOT project), specific efforts to track and report contractor and subcontractor costs by site, relating to soil management activities as described under IDOT Standard Specifications under Article 669.14 (b), will not be conducted or included in the report.

Revise the first sentence of Article **669.05** to read: The Environmental Firm will prepare the Site Contamination Operation Plan (SCOP) and submit to VVP, the Engineer, and the Contractor a minimum of two weeks before beginning construction activities. Add a second sentence to read: The Contractor is responsible for providing the names and roles of all subcontractors to the designated Environmental Firm for inclusion in the SCOP.

Add the following sentences to Article **669.06** after the first sentence, to read: The Environmental Firm will provide health and safety monitoring information to the construction Contractor, Engineer, or VVP personnel present in the project area, with respect to potential exposures to identified soil contaminants. Per OSHA regulations, each employer is responsible for the safety of its own employees, and therefore, the Environmental Firm will only provide monitoring information to the Contractor, but will not direct safety-related activities. In addition, the Contractor is solely responsible for managing safety activities relating to any physical hazards associated with general construction activities or other safety issues not associated with the impacted soils identified in the project area.

Add the following sentences to the beginning of Article **669.07** to read: The Contractor will prepare an Erosion Control Plan that will describe procedures to prevent stormwater from running into excavated impacted soil areas or impacting any nearby surface water resources. The Contractor will be responsible for any additional local, state, or federal notifications or requirements concerning stormwater management. The Contractor shall

also provide written procedures for dust control.

Revise Article **669.08** to read: The designated Environmental Firm will perform the PID monitoring in the specified areas. The designated Environmental Firm will coordinate and conduct any additional soil sampling during construction, and will consult with VVP, the Engineer, and the Contractor concerning any modifications to the soil classifications and limits described later in this Special Provision. However, the Contractor is responsible for obtaining waste profile and disposal approval from the selected landfill or receiving facility (unless otherwise specified in this document), and shall inform the Environmental Firm of any sampling and analysis requirements to obtain the approval. The designated Environmental Firm will also collect any necessary soil samples, coordinate the associated chemical analysis, and interpret any results, with input from VVP, the Engineer, and the Contractor.

The limits of soils requiring special handling or disposal are specified in this Special Provision below, and are based on extensive prior analytical testing. It should be noted that the primary identified soil contaminants in the project area (polycyclic aromatic hydrocarbons [PAHs]) do not have a significant volatile organic component that would easily lend itself to detection by a PID. PAHs are primarily identified by laboratory analysis that may take several days to complete. Therefore, unless a significant deviation from the existing soil description and classification is observed or identified via PID screening, it is anticipated that the impacted soil limits identified in this Special Provision will be adhered to.

Add a sentence at the beginning of Article 669.09 to read: Management and/or disposal of impacted soils shall be conducted in accordance with the criteria and limits specified in this Special Provision below. If the construction excavations do not impact the areas and depths included in this Special Provision, there is no additional requirement to excavate or remove the limits of identified TACO BACKGROUND soils.

Replace the first two sentences of paragraph 10 of Article 669.09 with the following to read: The Contractor shall coordinate with the Environmental Firm, Engineer and VVP regarding handling and disposal options for soils classified as Illinois "TACO BACKGROUND SOILS", as described below. The Contractor shall provide disposal and/or receiving facilities to accommodate "TACO BACKGROUND SOILS" and shall obtain written approval for soil acceptance from the Contractor's selected receiving facility at least two weeks prior to the start of excavations. VVP reserves the right to review and to accept or reject the facility proposed by the Contractor to use as a landfill or receiving facility. The Contractor is responsible for ensuring that all soils are legally disposed and handled according to local, state and federal regulations.

The following Special Provisions Apply to this project:

Monitoring:

The Environmental Firm must continuously monitor for worker protection and soil contamination at the following additional areas.

#1 Station 10+71 to Station 66+16 ± 0 to 26 feet RT and 0 to 26 feet LT (roughly correlating to the road footprint extending outward to the outer edge of drainage ditches on both sides of the road, where present). The contaminants of concern

sampling parameters are BTEX and PAHs (aka PNAs).

#2 Connecting and paved South Villa Avenue intersection areas extending from the centerline to the project limits at the following locations:

Blackstone Place: Station 13+83.5 + 0 to 48 feet RT. Riordan Road: Station 22+98.9 + 0 to 48 feet RT. Riordan Road: Station 23+62.7 + 0 to 50.7 feet LT. Kolbera Court: Station 30+64.9 + 0 to 59.2 RT. Harrison Street: Station 36+68.6 \pm 0 to 66.5 LT. Van Buren Street: Station 43+19.0 + 0 to 50.3 RT. School Entrance: Station 43+00 + 0 to 32 feet LT. Station 50+97.4 \pm 0 to 54 feet LT. Julia Lane: Terry Lane: Station 54+27 + 0 to 53.4 feet LT.

Madison Street: Station 63+32 + 0 to 70 feet RT and 0 to 70 feet LT.

The contaminants of concern sampling parameters are BTEX and PAHs.

Management of Contaminated Materials Designated as "TACO BACKGROUND SOILS"

This special provision covers the handling of soils that are not currently classified as "non-special waste", but may still require special handling. These soils shall be referred to as "TACO BACKGROUND SOILS", as defined below. The Contractor shall manage "TACO BACKGROUND SOILS" and coordinate with the Environmental Firm that will be monitoring, conducting potential sampling, documenting various soil excavation activities.

The limited preliminary site investigation (PSI) report (dated May 1, 2002), supplemental soil investigation report (dated July 31, 2002), and the Re-Evaluation of PAH data against New Illinois Background Criteria (dated July 8, 2004) available through VVP, estimated the general location and extent of soils exceeding TACO Tier 1 residential criteria. Based on prior reports and engineering construction estimates, certain soils that are specified below and located beyond the areas designated in the separate NON-SPECIAL WASTE WORKING CONDITIONS may contain PAH compounds at concentrations that exceed the current Illinois Tiered Approach to Corrective Action Objectives (TACO) Tier 1 criteria. However, the report data also indicate that these same soils do not contain PAH compounds at concentrations that exceed background PAH concentrations as recently published in the Urban Area Polycyclic Aromatic Hydrocarbon Study and Illinois EPA's interpretation of these data under TACO. Soils falling under this concentration category shall be referred to as "TACO BACKGROUND SOILS". The Urban Area Polycyclic Aromatic Hydrocarbon Study, as downloaded from the Illinois EPA web site, is attached to this special provision for reference purposes.

The information available at the time of plan preparation determined the limits of the contamination, and the quantities estimated were based on soil excavation for construction purposes only. The lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit, which ever is less.

Although the soil PAH concentrations in the following area may exceed one or more the TACO Tier 1 criteria, they have not been documented to exceed published background PAH levels, and therefore they can be utilized on-site as fill at the direction of the Engineer, taken to the two designated Illinois EPA landfill facilities specified below (if available at the time of excavation), or taken to an alternate facility to be selected by the

Contractor, provided that the receiving facility is notified of the chemical composition of the soils and the contractor certifies that the soils are properly and legally disposed. The following soils can be managed by one of the three options described above:

#1 Station 10+71 to Station 66+16 ± 12 to 20 feet RT and 12 to 20 feet LT, <u>from</u> the ground surface to a depth of 18 inches below grade (roughly correlating to the area between the existing road footprint and extending outward to drainage ditches on both sides of the road, where present).

The Contractor is responsible for removing and separating any asphalt and crushed limestone sub-base from the above-specified impacted soil/fill material. Asphalt and crushed limestone sub-base are not considered part of the TACO BACKGROUND SOIL volume. Any excavation or disposal beyond what is required by this project or the Engineer shall be at the Contractor's expense.

Soils located beyond the limits described in this special provision and the specified limits in the separate NON-SPECIAL WASTE WORKING CONDITIONS require no special handling due to soil impacts.

The Contractor shall be prepared to transport and place "TACO BACKGROUND SOILS" at a Contractor—selected off-site facility for use as fill, cover, or other use, provided that the receiving facility is notified of the chemical composition of the soils and the contractor certifies that the soils are properly and legally disposed. The Contractor shall furnish all equipment, manpower, and material handling for this purpose. The Contractor may also elect to take "TACO BACKGROUND SOILS" to the same permitted landfill disposal facility that will be receiving the "non-special waste" soils. Transportation and placement of the "TACO BACKGROUND SOILS" does not require an Illinois EPA identification number or uniform hazardous waste manifest.

At a future date, Illinois EPA may agree to accept soils from the above area as fill/cover at two designated Illinois EPA landfill facilities. These facilities include:

Paxton Landfill #1, 116th Street and Paxton Avenue, Chicago, Cook County, Illinois (approximately 40 miles from the project area)

Triem Industrial Buildings, 26th and State Streets, Chicago Heights, Cook County, Illinois (approximately 40 miles from the project area)

Illinois EPA may agree to accept soils from the above specified area at no cost, as fill/cover material under the following conditions, or additional conditions to be named at a later date. Requirements for utilizing the above facilities may include:

- #1. Soils taken to the above facility may not exceed published PAH background levels for metropolitan statistical areas.
- #2. The Contractor may be required to provide a machine and operator for soil spreading on an as needed basis.

Coordination of any soils to be taken to the above facilities for use as cover/fill material shall be made by the Environmental Firm through an Illinois EPA representative. In the event that Illinois EPA will accept the soils and VVP decides to utilize this

alternative, the Contractor shall provide transportation of the "TACO BACKGROUND SOILS" to the selected facility and provide soil placement manpower and equipment as necessary.

The special soil handling procedures described in this section for "TACO BACKGROUND SOILS" shall be immediately terminated in the event that revised Illinois TACO regulations are promulgated to incorporate the above-referenced PAH background concentrations. In this event, material identified as "TACO BACKGROUND SOILS" described in this section would be documented to not exceed any Illinois TACO criteria and therefore, would require no further special handling.

Method of Measurement

"TACO BACKGROUND SOILS" shall be measured for payment according to Articles 502.14 and 202.07(b) except the quantity for which payment will be made will not exceed the volume of the trench, as computed by using the maximum width of trench permitted by the specifications and the actual depth of the trench, with a deduction for the volume of the pipe.

Basis of Payment

The disposal or placement of soil from the specified limits in this document that are assumed to be impacted with PAH chemical concentrations exceeding the Illinois TACO Tier 1 Residential criteria but <u>below</u> the background PAH concentrations (as published in the referenced Urban Area Polycyclic Aromatic Hydrocarbon Study), shall be not be paid for separately, but payment is included in the cost of EARTH EXCAVATION at the unit price per cubic yard. Disposal payment for each category includes transportation and material handling costs.

The preparation, administration, and execution of the Site Health and Safety Plan, and Site Erosion Control Plan will be paid for at a lump sum price for each report. However, the plans to be prepared and followed for management of TACO BACKGROUND SOILS shall be the same as those provided pursuant to the separate NON-SPECIAL WASTE WORKING CONDITIONS. Therefore, duplicate plans are not requested, and the plans submitted for the non-special waste working conditions shall also cover the operations described in this document.

Payment for temporary staging, if required will be paid for according to Article 109.04

Payment for accumulated stormwater removal and disposal will be according to Article 109.04. Payment will only be allowed if appropriate stormwater and erosion control methods were used.

DUCTILE IRON WATER MAIN

Description: This work shall include the furnishing of all labor and materials required for the construction of a water main of the required inside diameter constructed as specified herein, the Standard Specifications, the Standard Water and Sewer Specifications, and conforming in all respects to the lines, grades, and locations shown on the plans or furnished by the engineer.

Materials:

DUCTILE IRON PIPE

- a. Conform to AWWA C151
- b. Minimum Thickness: Class 52 standard thicknesses for mechanical and push-on joint piping.

Push-On Joints:

a. Provide in accordance with AWWA C111, except gaskets will be neoprene or other synthetic rubber. Natural rubber is not acceptable.

Fittings:

- a. Provide fittings required to provide complete and operational system
- b. Provide mechanical joint fittings with mega-lug retainers
- Fittings may be ductile or cast iron in accordance with AWWA C110 and AWWA C151
- d. Fitting Pressure Rating: 250 psi
- e. Retainer glands for mechanical joint fittings (mega lugs):
 - Ductile iron.
 - 2. F1058 by Clow, Inc. or equivalent with prior approval of the Engineer.
 - 3. All below grade fasteners to be stainless steel and conform to the following standards: bolts and threaded rods grade #304; nuts and washers grade #300.
- f. Couplings for connecting new water mains to existing water mains:
 - 1. Ductile iron or cast iron
 - 2. F1208 by Clow, Inc. or equivalent with prior approval of the Engineer.
 - 3. Some existing water mains may have nonstandard external diameters, measure existing mains prior to ordering couplings
 - 4. All below grade fasteners to be stainless steel and conform to the following standards: bolts and threaded rods grade #304; nuts and washers grade #300.
- g. Tie rods and bands for restraining couplings:
 - 1. Steel or malleable iron
 - 2. Corrosion resistant alloy or coated to resist corrosion
 - 3. Rod diameter: 3/4-inch minimum
 - Sufficient in strength and restraining ability to resist working pressures, test pressures, and surge pressures in water mains.
- h. Cut-In Sleeves
 - 1. Mueller H-841 or equivalent with prior approval of the Engineer.
- i. Tapping Sleeve
 - 1. Mueller H-615 or equivalent with prior approval of the Engineer
- j. Anchoring Tee

1. Clow F-1217 or equivalent with prior approval of the Engineer

THRUST BLOCKS

1. Class SI concrete in accordance with IDOT Standard Specifications for Road and Bridge Construction, Section 1020.

General: Water mains shall be ductile iron pipe conforming to ANSI specifications A21.51, with cement lining conforming to specification A21.4 and shall be coated on the outside with coal tar or asphalt one mil in thickness. Water main shall be polyethyle ne encased with a tube type encasement conforming to these specifications and ANSI A21.5.".

Water main installation includes fittings, thrust blocks, restrained joints, polyethylene encasement, gaskets, glands, bolts, and nuts required for complete installation.

Whenever any type of gland for making up a mechanical joint connection is required or specified under this contract, retainer glands shall be furnished. No additional compensation will be allowed for furnishing and installing retainer glands. Thrust blocks shall also be required at all mechanical joint fittings in addition to retainer glands.

The water main shall be laid with the minimum cover of five feet six inches (5'- 6") measured from the top of the pipe to finished grade or as indicated on the plans. The trench width shall permit the pipe to be laid and jointed properly and the backfill to be placed and compacted. The bottom of the trench shall have a flat bottom with bell holes excavated so that the barrel of the pipe will have an even bearing for its entire length.

Whenever the term "granular" materials is used in the context of this article, it shall imply coarse aggregate, CA-6, meeting the requirements of the Standard Specifications.

All backfill of water mains behind curb lines and at sidewalks, driveways, and pavement crossing shall be done using granular materials in accordance with Section 20-2.21 B (3) and shall be compacted in accordance with Section 20-2.21 B (2) of the Standard Water and Sewer Specification except to a density of 95% standard proctor. Backfill of water mains shall otherwise be governed by section 20-2.21B (1) of the Standard Water and Sewer Specifications.

Testina:

Pressure Test:

The pressure test shall be made in accordance with sections 41-2.13A, 41-2.13B, AND 41-213B of the Standard Water and Sewer Specifications. The test pressure shall be 150 psi at lowest elevation in test section for a minimum of two (2) hours.

Test Procedure:

- 1. Add water to expel air.
- 2. Pressurizing equipment will include a regulator set to avoid over pressurizing and damaging otherwise acceptable line.
- 3. Make test connection, subject main to normal water pressure, and examine for leaks.
- 4. Apply test pressure by means of a force pump of such design and

capacity that required pressure can be applied and maintained, without interruption for duration of the test.

- 5. Measure test pressure by means of tested and properly calibrated pressure gauge.
- 6. Maintain initial test pressure for sufficient length of time to permit inspecting piping under test, but not less than 30 minutes.
- 7. In case repairs are required, repeat pressure test at no additional cost until pipe installation conforms to specified requirements.
- 8. Perform final test at required test pressure for two hours.

Water main will be considered to have failed pressure test if applied pressure drops five psi or more.

Leakage Test:

Conduct pressure test and initial leakage test concurrently. Final leakage test may be waived by OWNER if found unnecessary to add water during duration of final pressure test. Leakage test shall be made in accordance with Section 41-2.13C of the Standard Water and Sewer Specifications.

Leakage defined as quantity of water to be supplied into newly laid pipe, or any section thereof, necessary to maintain specified leakage test pressure after main filled with water and entrapped air expelled.

- 1. Leakage shall not exceed number of gal/hr. as determined by the formula listed in 41-2.13C (2).
- 2. In case section under test contains joints of various diameters, allowable leakages will be sums of computed leakage for each size of joint.

Test Procedure:

- 1. Submit test section to approximately 100 psi gauge pressure at highest elevation of water main under test.
- 2. Conduct final leakage test for one hour.
- 3. Repair defects and retest at no additional cost until acceptable test results obtained

<u>Disinfecting:</u> Disinfect in accordance with AWWA C651, Illinois State Plumbing Code, and local municipality code, or IDOTSPECS Article 561.04 and 561.05.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price per FOOT for DUCTILE IRON WATER MAIN of the size indicated, which price shall include all pipe fittings, thrust blocks, polyethylene tube encasement, joint materials, granular bedding and cradle, the hydrostatic tests, disinfecting/chlorination of the water main and all excavation, except excavation in rock.

Trench backfill shall be paid separately as described in Section 208 of the Standard Specifications.

Rock excavation, if encountered, will be paid for under separate items of the contract.

POLYETHYLENE ENCASEMENT

<u>Description:</u> This item covers materials, specifications, and installation procedures for polyethylene encasements to the underground installations of ductile cast iron pipe.

<u>Materials:</u> The materials used for the job shall be in accordance with the Table 1 as shown here:

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Raw Material Used to Manufacture Polyethylene Film:

Type, Class, Grade, other characteristics	In accordance with ASTM Standard specifications D-1248-68
Туре	1
Class	"A" natural color or "C" black
Grade	E-1
Flow Rate(formerly melt index)	0.4 maximum
Dielectric Strength	Volume resistively minimum Ohm-cm3 =10 15
Polyethylene Film:	
Tensile Strength	1200-psi minimum
Elongation	300 percent minimum
Dielectric Strength	800 volts per mil thickness minimum

<u>Thickness:</u> Polyethylene film shall have a minimum nominal thickness of 0.008 Inch (8 mils). The minus tolerance on thickness shall not exceed 10 percent (10%) of the nominal thickness.

<u>Tube Size or Sheet Width</u>: Tube or sheet size for each pipe diameter shall be listed in the following table:

Nomi Pipe Diam Inch		Minimum Polyethylene Width Inch	Nominal Pipe Diameter Inch	Minimu Polyeth Width Inch			
Flat 7	Гubе	<u>Sheet</u>	<u>Flat Tube</u>	<u>Sheet</u>		· .	
3	14 16	28 32	18 20	41 45	82 90		

6	20	40	24	54	108
8	24	48	30	67	134
10	27	54	36	81.	162
12	30	60	42	95	190
14	34	68	48	108	216
16	37	74	54	121	242

<u>Installation – General</u>: The polyethylene encasement shall prevent contact between the pipe and the surrounding backfill and bedding material, but is not intended to be a completely air and water tight enclosure. Overlaps shall be secured by the use of adhesive tape, plastic string, or any other material capable of holding the polyethylene encasement in place until backfilling operations are completed.

<u>Pipe Wrapping</u>: This standard includes three (3) different methods for the installation of polyethylene encasement on pipe. Methods A and B are for use with polyethylene tubes and method C is for use with polyethylene sheets.

Method A: Cut polyethylene tube to a length approximately two- feet (2") longer than that of the pipe section. Slip the tube around the pipe, centering it provide a one- foot (1") overlap on each adjacent pipe section, and bunching it accordion fashion lengthwise until it clears the pipe ends. Lower pipe into the trench and make up the pipe joint with the preceding section of pipe. A shallow bell hole must be made at joints to facilitate installation of the polyethylene tube.

After assembling the pipe joint, make the overlap of the polyethylene tube. Pull the bunched polyethylene from the preceding length of pipe, slip it over the end of the new length of pipe, and secure in place. Then slip the end of the polyethylene from the new pipe section over the end of the first wrap until it overlaps the joint at the end of the preceding length of pipe. Secure the overlap in place. Take up the slack width to make a snug, but not tight fit along the barrel of the pipe, securing the fold at quarter points.

Repair any rips, punctures, or other damage to the polyethylene with adhesive tape or with a short length of polyethylene tube cut open, wrapped around the pipe and secured in place. Proceed with installation of the next section of pipe in the same manner.

Method B: Cut polyethylene tube to a length approximately one foot (1') shorter than that of the pipe section. Slip the tube around the pipe, centering it to provide six inches (6") of bare pipe at each end. Make polyethylene snug, but not tight; secure ends as described elsewhere.

Before making up a joint, slip a three-foot (3') length of polyethylene tube over the end of the preceding pipe section, bunching it accordion fashion lengthwise. After completing the joint, pull the three foot (3') length of polyethylene over the joint, overlapping the polyethylene previously installed on each adjacent section of pipe by at least one foot (1'); make snug and secure each end as described elsewhere.

Repair any rips, punctures, or damage to the polyethylene. Proceed with installation of the next section of pipe in the same manner.

Method C: Cut polyethylene sheet to a length approximately two-feet (2') longer than that of the pipe section. Center the cut length to provide a one-foot (1') overlap on each

adjacent pipe section, bunching it until it clears the pipe ends. Wrap the polyethylene around the pipe so that it circumventially overlaps to top quadrant of pipe. Secure the cut edge of polyethylene sheet at intervals of approximately three-feet (3').

Lower the wrapped pipe into the trench and make up the pipe joint with the preceding section of pipe. A shallow bell hole must be made at joints to facilitate installation of the polyethylene. After completing the joint, make the overlap as described above.

Repair any rips, punctures, or other damage to the polyethylene. Proceed with installation of the next section in the same manner.

<u>Pipe-Shaped Appurtenances Wrapping:</u> Cover bends, reducers, offsets, and other pipe-shaped appurtenances with polyethylene in the same manner as the pipe.

Odd-Shaped Appurtenances Wrapping: When valves, tees, crosses, and other odd-shaped pieces cannot be wrapped practically in a tube, wrap with a flat sheet or split length of polyethylene sheet of split length of polyethylene tube by passing the sheet under the appurtenance and bringing it up around the body. Make seams by bringing the edges together, folding over twice, and taping down. Handle width and overlaps at joints as described above. Tape polyethylene securely in place at valve stem and their penetrations.

Opening in Encasements: Provide openings for branches, service taps, blow-offs, air valves, and similar appurtenances by marking an "X" shaped cut in the polyethylene and temporarily folding back the film. After the appurtenance is installed, tape the slack securely to the polyethylene with tape.

<u>Junction Between Wrapped and Unwrapped Pipe:</u> Where polyethylene wrapped pipe joins and adjacent pipe that is not wrapped, extend the polyethylene wrap to cover the adjacent pipe for a distance of at least two-feet (2'). Secure the end with circumferential turns of tape.

<u>Backfill for Polyethylene Wrapped Pipe:</u> Use the same backfill material as that specified for pipe without polyethylene wrapping, exercising care to prevent damage to the polyethylene wrapping when placing backfill. Backfill material shall be free from cinders, refuse, boulders, rocks, stones, or other material that could damage polyethylene. In general, backfilling practice should be in accordance with AWWA Standard C600-64, or the least revision thereof.

Basis of Payment: The price for this work shall be included in the contract unit price per FOOT for DUCTILE IRON WATER MAIN.

FIRE HYDRANT

<u>Description:</u> This work shall consist of furnishing new fire hydrants of the type and size specified herein below at the locations indicated on the plans or otherwise directed by the engineer.

Materials: Hydrants shall be Waterous 5-14" Pacer Model Number WB-67-250 with no weather shield, shall be factory painted M4154-1 "Safety Yellow", and shall have traffic flange construction design with a break way flange and mechanism at the ground line or

equivalent with prior approval of the Engineer.

Hydrants shall have a six-inch (6") pipe connection, shall be equipped with a (6") auxiliary valve and cast iron valve box, and shall have a five and one-quarter inch (5-1/4") valve opening. The auxiliary valve shall be attached to the hydrant by means of an 18" to 24" long, 6" spool piece with anchor type mechanical joint couplings. A valve box stabilizer shall be installed between the valve box and the auxiliary valve.

A hydrant and valve box grip shall be furnished and installed to hold the valve box in place during the backfilling operation. The assembly is available through BLR Enterprises @ 630-554-0319.

Installation: Hydrants shall be set at the locations indicated on the plans, and shall be such length that with the frost ring nearly at the ground level, there will be five and one-half feet (5-1/2') of cover over the connecting pipe. At least four feet (4') of cover will be provided across ditches. Hydrants shall be placed on a large, flat stone, and shall have a minimum of one-half cubic yard (1/2cy.) of gravel or porous stone around the base to provide drainage for the hydrant drip. This shall include a 3-4 mil. plastic barrier, between the gravel drain field and the earth cover. All hydrants shall be properly braced to prevent movement. Any mechanical joint glands required on any mechanical joint fittings necessary for the installation of the hydrants shall be retainer-type glands. All hydrants shall be placed so that the steamer connection is facing the existing roadway.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price EACH for FIRE HYDRANTS, which price shall include all work as specified herein, and shall include up to fifteen feet (15') of six inch (6") diameter pipe between the auxiliary valve and the water main.

GATE VALVES

<u>Description:</u> This work shall consist of furnishing and installing gate valves of the size and type specified at the locations indicated at the locations indicated on the plans or directed by the engineer in accordance with the following provisions and the standard specifications.

Materials:

Resilient Seat Wedge Valves shall be in accordance with all applicable provisions of Section 42 of the "Standard Specifications for Water and Sewer Main Construction in Illinois, latest Edition." with the following exceptions:

- 1. Valves shall conform to WATEROUS resilient seat wedge valve Model 2500 with stainless steel trim bolts, and ASTM D-429 for the rubber to metal bond on the cast iron wedge or equivalent with prior approval of the Engineer.
- 2. Gate Valves shall be mechanical joint.

<u>Basis of Payment</u>: This work shall be paid for at the contract unit price per EACH for GATE VALVES of the respective size listed in the "bidding schedule", which price shall be payment in full for all work as specified.

WATER SERVICE RECONNECTION, WITH NEW BUFFALO BOX, LONG SIDE, 1" (MINIMUM)

WATER SERVICE RECONNECTION, WITH NEW BUFFALO BOX, SHORT SIDE, 1" (MINIMUM)

<u>Description</u>: This work shall consist of replacing and reconnecting existing short and long side 1" (minimum) water services to the new water main included on this project. Only services currently being used will be replaced. The work shall include a corporation tap with saddle in the new water main and new copper water service line, as needed to affect the elevation adjustment for reconnecting the existing water service connection to the new main, and to install a new buffalo box on the parkway on the existing water service line. Where necessary, adaptors for cooper-to galvanized steel service pipe shall be used to connect to existing water service line beyond the limits described above. Where a new water service line crosses beneath a sewer the water service line shall be installed in a PVC Casing of water main quality pipe with the ends sealed as shown in Standard Drawing No. 23 of the Standard Specifications for Water and Sewer Main Construction in Illinois.

Materials:

COPPER SERVICE PIPE

- Conform to ASTM B88
- 2. Water service piping is to be 1" (min.) type "K" copper with no unions or couplings allowed unless length is in excess of 100 feet.
- 3. Fittinas:
 - a. Copper
 - b. Compression Type:
 - 1. Mueller 110 or equivalent with prior approval of the Engineer

SERVICE CONNECTIONS

- 1. Corporation stops shall be Mueller H-15000 and may be installed either "wet" or "dry" or equivalent with prior approval of the Engineer.
- 2. Curb stops shall be Mueller H-15154 Minneapolis pattern or equivalent with prior approval of the Engineer.
- 3. Curb (Buffalo) boxes shall be Mueller H-10302 Minneapolis pattern or equivalent with prior approval of the Engineer.
- 4. Curb (Buffalo) box adapter shall be Mueller H-10343 550500 or equivalent with prior approval of the Engineer.

Corporation stops and all necessary fittings shall be solid brass. All fittings shall be of the type approved by the owner and in accordance with local plumbing codes. Adaptor fitting shall be of the compression type. All materials furnished shall be Mueller or equal or

Village standard. Pre-cast concrete curb stop stabilizing bases shall be approximately eight - inches (8") in diameter and three inches (3") in height, with pre-cast cut outs made to accept the service line in one direction and stabilize the curb stop in the other direction. Long side services shall include those that require the service to cross Villa Avenue centerline. Short side services shall be those that do not cross Villa Avenue centerline.

Installation: After the new water main has been tested, chlorinated, approved and placed in service, each water service shall be reconnected to the new water main. The items of WATER SERVICE RECONNECTION, WITH NEW BUFFALO BOX, LONG SIDE, 1" (MINIMUM) and WATER SERVICE RECONNECTION, WITH NEW BUFFALO BOX, SHORT SIDE, 1" (MINIMUM) shall include all labor, materials equipment, and tools necessary to otherwise disconnect and transfer the existing service, with any new service line being included in this pay item.

ABANDONMENT OF OLD WATER SERVICES: Contractor shall remove and dispose of old services including the Buffalo Box. Corporation stop has to be shut off at the main and service line removed. If corporation stop leaks, remove from main and use Smith Blair 261 Sleeves to abandon the existing service.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per EACH for WATER SERVICE RECONNECTION, WITH NEW BUFFALO BOX, LONG SIDE, 1" (MINIMUM) and WATER SERVICE RECONNECTION, WITH NEW BUFFALO BOX, SHORT SIDE, 1" (MINIMUM) which prices shall be payment in full for all work and materials as specified including casing and includes backfill.

SELECTED GRANULAR BACKFILL, COMPACTED

<u>Description:</u> This work shall consist of furnishing and installing granular backfill materials in accordance with the requirements of the Standard Specifications, except as modified herein. This item shall also include the disposal of all surplus spoil materials as the result of the installation of selected granular backfill materials. All materials shall be properly disposed of off-site as required in other portions of these specifications.

<u>Materials:</u> The materials to be used as selected granular backfill shall be crushed limestone and shall conform with the graduation requirements for coarse aggregate, Grade CA-6 as defined in article 10004.01 of the Standard Specifications for Road and Bridge Construction.

Installation: The maximum volume for which selected granular backfill materials will be paid, will be in accordance with Standard Drawings No.1 and No. 2 of the Standard Water and Sewer Specifications. Selected granular backfill will be paid within the limits of six inches (6") above the pipeline to the bottom of the bituminous concrete surface, concrete driveway, concrete pavement or sidewalk. The length shall be limited to the actual width of a pavement sidewalk or driveway, plus four feet (4'). Wherever granular backfill materials are required to be compacted, the method used shall be in accordance with Section 20.2.21B (2) "Standard Water and Sewer Specifications, except compaction will be 95% standard proctor.

<u>Basis of Payment:</u> This work shall be included in the contract unit price per FOOT for DUCTILE IRON WATER MAIN which price shall be payment in full for furnishing all

granular materials, disposal of all surplus excavated materials, and all work as included herein and further described in the Standard Specifications.

REMOVE EXISTING FIRE HYDRANTS

<u>Description:</u> This work shall consist of all labor, materials, tools, and equipment necessary to remove existing fire hydrants and auxiliary valves from the existing water main by disconnecting the assembly from the hydrant whip servicing the hydrant. All hydrants so removed shall be delivered to the Village of Villa Park's yard. This work shall also consist of plugging or capping the existing water main for which any fittings will be paid for separately. All excavations shall be backfilled with granular materials under permanently paved areas and all surplus excavated materials shall be properly disposed of. Granular backfill shall be paid for separately. Fire hydrants shall not be removed until the new water main has been placed in service.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price per EACH for REMOVE EXISTING FIRE HYDRANTS, which price shall be payment in full for all work as specified.

NON-PRESSURE CONNECTIONS (DISCONNECT AND CAP EXISTING WATER MAIN; CONNECTION TO EXISTING WATER MAIN)

<u>Description:</u> This work shall consist of the furnishing of all labor, tools, materials, fittings, and equipment necessary to effect a connection to the existing water main or the disconnection of an existing water main, intended to be otherwise abandoned, or taken out of service upon completion of this project. All work shall be in accordance with the Standard Specifications, and Standard Water and Sewer Specifications.

<u>Installation:</u> The contractor shall coordinate a minimum of 24 hours in advance with the Village of Villa Park's Water Superintendent for a shutdown connection of the existing water main within the area affected by this work. All materials shall be on hand before work is undertaken to insure that a minimum of time is necessary to complete the work required on the plans. **Only the Village's Water Department Personnel** will be in charge of closing system valves, but the contractor will lend any assistance necessary to expedite the shutdown.

The contractor will also be required to furnish any and all pipe, fittings, required jointing materials, and all work necessary to complete the connection as specified. All fittings and pipe that are installed under this item shall be placed on a granular bedding a minimum of six inches (6") in thickness. In addition, whenever a connection is made and a portion of the existing system will not be subject to the chlorination procedure for the new main, the contractor shall provide tablet disinfection procedures as described in Section 41-2.14C (3) of the Standard Specifications. After the connection has been made, a visual inspection shall be made for leaks under system pressure, irrespective of the pressure test that may be required under other provisions in the contract. If no visual leaks are detected, the excavation shall be backfilled with materials as directed by the engineer.

Basis of Payment: This work shall be paid for at the contract unit price per EACH for NON-PRESSURE CONNECTION, which price shall be payment in full for all work as specified.

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Abandonment of the existing water main will be paid for separately at the contract unit price EACH for ABANDON EXISTING WATER MAIN.

VALVE VAULTS

Description: This work shall consist of the constructing valve vaults for water mains and water services in accordance with Section 44 of the Standard Water and Sewer Specifications and Section 602 of the Standard Specifications except as modified herein.

In addition to the requirements of Sections 44-2.02 and 44-3.01 and 602 valve vaults shall be constructed in accordance with IDOT Highway Standard 602501, Valve Vault Type A. All lids shall have the word "WATER" cast into them.

When valve vaults are constructed over existing valve boxes and water main, the work shall include removing existing valve boxes and making any adjustments necessary to the existing water main and appurtenances to all for the construction of the valve vault. This work shall be incidental to the price of constructing VALVE VAULTS.

Basis of Payment: This work shall be paid for at the contract unit price per EACH for VALVE VAULTS of the type an diameter specified or called out on the drawings, together with the specified frames, grates and lids, which price shall include all frames, grates. lids, concrete, and reinforcement for median inlets, bedding stone, flat slab tops, valve extensions, operating wrenches and all excavation and backfill.

Existing valve vaults that are identified for removal on the plans shall be paid for separately at the contract unit price EACH for VALVE VAULTS TO BE REMOVED.

VALVE BOXES TO BE REPLACED

This work shall consist of replacing an existing valve box at station 51+22, left side and shall include removal of the existing valve box and replacement with a new valve box.

The valve box shall be a complete assembled unit consisting of an adjustable box and extension stem with 2" square operating nut. The box section shall have a hand-adjustable to required depth through coupling gland with O-ring seal. The stem assembly shall be a telescoping design with torque capacity of 1,000 ft-lb. Equip lower end of box with selfcentering alignment ring to center box over valve nut. Lid shall drop into valve box top, rotate ninety degrees to retain, and lock in place with single bolt. Arrange entire assembly to prevent dirt and grit from entering valve box assembly. Lid shall be marked "Water" and have directional arrow for open rotation.

Materials:

Valve box, base, alignment ring, and top: High-density polyethylene.

Extension steel: Galvanized steel tubing.

Bolts and screens: Stainless steel.

Lid: Cast iron.

Manufacturer: American Flow Control "Trench Adapter," or equal.

This work will be paid for at the contract unit price EACH for VALVE BOXES TO BE REPLACED. This work shall include the reconnection to the existing water main.

DUCTILE IRON WATER MAIN IN STEEL CASING (DIRECTIONAL BORED)

<u>Description</u>: This work shall include the furnishing of all labor and materials required for the directional drilling and installation of ductile iron water main of the required inside diameter installed in a steel casing as specified herein, the Standard Specifications, the Standard Water and Sewer Specifications, and conforming in all respects to the lines grades, and locations shown on the plans or furnished by the engineer.

Contractor Qualifications:

- A. Provide written proof of conducting a horizontal directional drilling (HDD) business for at least 3 years.
- B. Submit list of minimum of 8 installations for which Contractor has provided similar type and quantities of work, including name and telephone number of person responsible for operation, and maintenance of each installation.
- D. Provide documentation to prove complete compliance with specified Contractor qualifications and requirements; it is understood that the contract for this Project will not be signed until Owner is satisfied with documentation submitted to prove compliance with specified Contractor qualifications/requirements.

REQUIREMENTS:

- A. Unless otherwise specified, methods and equipment used in directional drilling and installation of specified carrier pipe shall be at Contractor's option, provided that proposed equipment and method is approved by Owner. Such approval, however, shall in no way relieve Contractor of responsibility for making satisfactory installation meeting criteria set forth herein.
- B. Only workers experienced in HDD operation and insertion of specified carrier pipe shall be used in performing Work.
- C. Statement of qualifications of on-site HDD foreman or operator shall be submitted to Owner for review and approval.
- D. Contractor shall, in advance of undertaking directional boring, expose ("pothole") pipeline, conduits, or tunnels which are to be crossed and which may require changes in vertical alignment to provide minimum clearance of 24" (600 mm).
- E. Changes in vertical alignment shall be affected gradually and shall not exceed the manufacturer's recommendation for minimum allowable radius for horizontal bends. Alternatively, appropriate mechanical joint bends shall be installed.
- F. Where steep gradients or vertical deflections exceed 10%, Contractor shall install manual air release assembly and cost of such installation shall be incidental to Contract.
- G. Contractor shall assume all responsibility for its methods of construction, stability, and accuracy of drilled and reamed hole and pits constructed by it, and all costs for damages resulting from failure thereof. Contractor shall be solely responsible for safety of pits and related structures, and personnel engaged in underground construction throughout duration of Work.
- H. Contractor's methods and schedule shall consider overall Project requirements and anticipated ground condition and water conditions as described in geotechnical report. Contractor's selection of inadequate, inappropriate, or

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inefficient equipment and methods will not be cause for adjustments to Contract Price or Contract Time.

- 1. Methods of excavation, equipment and procedures for horizontal directional drilling operation and pits shall be selected by Contractor to provide adequate working space and clearances for work to be performed.
- J. Pit excavation methods, ground water control and pit support techniques shall be selected by Contractor.

Submittals:

Submit directional drilling plan certified by engineer licensed in the state of Illinois. Plan shall include:

- A. Directional drilling equipment to be used including thrust/pull-back and pulling distance for specified pipe.
- B. Directional control and sensing system.
- C. Drilling fluid system.
- D. Drilling tools.
- E. Proposed drilling pit locations.
- F. Calculations for steel casing thickness, and thrust / pull back forces.

Materials:

- A. Directional control and sensing system:
 - Equipment shall have either fixed or remote directional control system 1. capable of transmitting pitch, roll and azimuth signals.
 - 2. Location sensing system shall be capable of pin-pointing steering tool both horizontally and vertically for azimuth and inclination.
- B. Drilling fluid system:
 - 1. Self-contained and transportable with capacity to meet planned drilling
 - 2. Meet EPA and Illinois DNR requirements for its intended use.
 - 3. Nontoxic.
 - Mixed fluid shall be used for hole support, soil suspension, casing and 4. pipe lubricity and also be capable of preservation of in situ soil permeability and porosity.
 - 5. Manufacturer's cut sheet and specification shall be submitted to Engineer for review.
 - 6. Pressure and flow rate of drilling slurry shall be continuously monitored to prevent mud migration.
 - 7. Migration or spilling of drilling slurry onto adjacent streets and storm drains shall be promptly contained and cleaned up.
 - 8. Disposal of drilling fluids shall be responsibility of Contractor and shall be conducted in compliance with applicable environmental regulations, rightof-way and work space agreements and permit requirements.
 - 9. Size drilling tools, i.e.; reamers, drills, bits, drill pipe, pulling eyes and swivels for planned pipe size and drilling location.

C. Ductile Iron Water Main:

1. Shall be Ductile Iron Water Main as specified under Ductile Iron Water Main in these Special Provisions.

Restrained joint pipe shall meet performance requirements of AWWA C110 or AWWA C153.

3. Design pipe and couplings as integral system.

- 4. Pipe and couplings shall be provided by single manufacturer for maximum reliability and interchangeability.
- 5. Pipe deflection in any direction shall not exceed pipe manufacturer's specifications.
- 6. Cement grout: In case of pull-back where bore will be abandoned, inject flowable fill or grout meeting the standard specifications. Perform injection in conjunction with removal of tool string to ensure against collapse of cover material.

D. Steel Casing Pipe:

Casing pipe shall be 20" in diameter and shall be bare wall steel pipe with a
minimum yield strength of 35,000 psi with a minimum wall thickness as shown
on the drawings. The minimum wall thickness shown on the plans is a
minimum only, The Contractor shall determine the required wall thickness
based on Contractor's equipment, methodology and project conditions.

<u>General:</u> Water main installation by horizontal directional drilling includes ductile iron water main, steel casing, restrained joints, casing insulators, grout, polyethylene encasement, gaskets, glands, bolts, and nuts required for complete installation.

The carrier pipe (ductile iron water main) and casing shall be separated by a casing insulator. The casing insulator shall be cascade stainless steel casing insulators. The insulator spacing shall be installed to support the weight of the pipe and contents. As a minimum, an insulator shall be placed a maximum of one foot from each side of a joint.

Steel casing sections shall be connected by welding. Welding shall conform to AWWA C206.

Casings shall have both ends sealed in such a way as to prevent the entrance of foreign material, but allowing leakage to pass in the event of a carrier break.

Install required carrier piping at location and required depth and length as shown on Drawings, along with noted fittings, valves, fire hydrants, and tracer wire.

Carrier pipe installed by directional drilling shall be pressure tested for integrity by prescribed method as specified under Ductile Iron Water Main in these Special Provisions. Piping failing pressure tests shall be repaired or replaced as necessary to pass required pressure testing.

Contractor shall be responsible for restoration of areas uplifted (pavement heaving, sidewalk uplifting, etc.), as a result of the directional drilling pipe installation, for full warranty period for Project.

Submit proposed drilling pit location to Engineer prior to construction for Engineer's review.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price per FOOT for DUCTILE IRON WATER MAIN IN STEEL CASING (DIRECTIONAL BORED) of the pipe and casing size indicated or specified, which price shall include all ductile iron water main, fittings, steel casing, restrained joints, casing insulators, grout, polyethylene encasement, gaskets, glands, bolts, nuts, and potholing required for complete installation.

CASING PIPE IN TRENCH

<u>Description</u>: This work shall include the furnishing of all labor and materials required for the installation of steel casing pipe in trench as specified herein, the Standard Specifications, the Standard Water and Sewer Specifications, and conforming in all respects to the lines grades, and locations shown on the plans or furnished by the engineer.

<u>Material</u>: Casing pipe shall be 20" in diameter and shall be bare wall steel pipe with a minimum yield strength of 35,000 psi with a minimum wall thickness as shown on the drawings.

<u>General:</u> Water main installation in a steel casing in trench includes ductile iron water main, steel casing, restrained joints, casing insulators, grout, polyethylene encasement, gaskets, glands, bolts, and nuts required for complete installation.

The carrier pipe (ductile iron water main) and casing shall be separated by a casing insulator. The casing insulator shall be cascade stainless steel casing insulators. The insulator spacing shall be installed to support the weight of the pipe and contents. As a minimum, an insulator shall be placed a maximum of one foot from each side of a joint.

Steel casing sections shall be connected by welding. Welding shall conform to AWWA C206.

Casings shall have both ends sealed in such a way as to prevent the entrance of foreign material, but allowing leakage to pass in the event of a carrier break.

Install required carrier piping at location and required depth and length as shown on Drawings, along with noted fittings, valves, fire hydrants.

Ductile Iron Water Main installed in a steel casing in trench shall be pressure tested for integrity by prescribed method as specified under Ductile Iron Water Main in these Special Provisions. Piping failing pressure tests shall be repaired or replaced as necessary to pass required pressure testing.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price per FOOT for CASING PIPE IN TRENCH which price shall include steel casing, casing insulators, grout, gaskets, glands, bolts, and nuts required for complete installation.

Ductile Iron Water Main in the Steel Casing shall be paid for separately as described in DUCTILE IRON WATER MAIN of these special provisions.

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Table 6
Thrust Block Table

LIFTIST BLOCK 13:016					
	Area required (sf) for degree bend shown				
Nominal Diameter (inches)	90	45	22 1/2	11 1/4	Dead End Tex
. 3	1.5	0.8	0.5	0.5	1.1
₹ é	2.3	1.2	0.6	0.5	1.6
б	5.1	2.8	1.4	0.7	3.6
8	9.0	4.9	2.5	1.3	6.4
10	13.8	7.5	3.8	1.9	9.8
12	19.8	10.7	5.5	2.7	14.0
. 14	26.8	14.5	7.4	3.7	18.9
16	34.9	18.9	9.6	4.8	24.7
18	44.2	23.9	12.2	ნ.1	31.2
20	54.5	29.5	15.0	7.6	38.5
24	78.3	4 <u>2.</u> 4	21.6	10.9	55.4
30	121.8	65.9	33.6	16.9	86.1
36	175.2	94.8	48.3	24.3	123.9
. 42	237.1	128.3	65.4	32.9	167.7
48	309.6	167.6	85.4	42.9	219.0
54	391.3	211.8	108.0	54.2	276.7

Pipe Type: Ductile Iron Pipe, Class 50 Pipe Pressure = 150 PSI Soil Pressure = 2000 PSF Safety Pactor = 1.5

POLYUREA PAVEMENT MARKING

<u>Description</u>. This work shall consist of furnishing and applying pavement marking lines.

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

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

Materials. Materials shall meet the following requirements:

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

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

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

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

Х	0.490	0.475	0.485	0.539
Υ	0.470	0.438	0.425	0.456

(e) Weathering Resistance. The polyurea marking material, when mixed in the proper ratio and applied at 0.35 to 0.41 mm (14 to 16 mils) wet film thickness to an aluminum alloy panel (Federal Test Std. No. 141, Method 2013) and allowed to cure for 72 hours at room temperature, shall be subjected to accelerated weathering for 75 hours. The accelerated weathering shall be completed by using the light and water exposure apparatus (fluorescent UV - condensation type) and tested according to ASTM G 53.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The mobile applicator shall include the following features:

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

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

CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

80119

General Electrical Requirements

Effective: March 1, 2003

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.

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

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 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.

Electric Service Installation

Effective: January 1, 2002

<u>Description</u>. This item shall consist of all material and labor required to extend, connect or modify the electric services, as indicated or specified, which is over and above the work performed by the utility. Unless otherwise indicated, the cost for the utility work, if any, will be reimbursed to the Contractor separately under ELECTRIC SERVICE CONNECTION. This item may apply to the work at more than one service location and each will be paid separately.

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

Item Article/Section

CONSTRUCTION REQUIREMENTS

General. The Contractor shall ascertain the work being provided by the electric utility and shall provide all additional material and work required to complete the electric service work in complete compliance with the requirements of the utility.

No additional compensation will be allowed for work required for the electric service, even though not explicitly shown on the Drawings or specified herein

Method Of Measurement. Electric Service Installation shall be counted, each.

Basis Of Payment. This work will be paid for at the contract unit price each for ELECTRIC SERVICE INSTALLATION which shall be payment in full for the work specified herein.

Underground Raceways

Effective: June 1, 2003

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."

Revise Article 810.05 of the Standard Specifications to read:

"810.05 Basis of Payment. This work will be paid for at the contract unit price per meter (foot) for CONDUIT IN TRENCH, of the diameter specified, RIGID GALVANIZED STEEL or CONDUIT PUSHED, of the diameter specified, RIGID GALVANIZED STEEL or POLYETHYLENE DUCT, BORED AND PULLED of the type and size specified, or CONDUIT ENCASED, of the type, diameter, and number of raceways wide by the number of raceways high specified."

Exposed Raceways

Effective: March 1, 2003

Add the following to Article 811.03(a)(3) of the Standard Specifications:

"Where PVC coated conduit is utilized, all conduit fittings, couplings and clamps shall be PVC coated. All other mounting hardware and appurtenances shall be stainless steel."

Add the following to Article 811.03(b) of the Standard Specifications:

"The personnel installing the PVC coated conduit must be trained and certified by the PVC coated conduit Manufacturer or Manufacturer's representative to install PVC coated conduit. Documentation demonstrating this requirement must be submitted for review and approval."

"All conduit fittings, couplings and clamps shall be PVC coated. All other mounting hardware and appurtenances shall be stainless steel."

Revise Article 1088.01(a) of the Standard Specifications to read:

"Couplings and fittings shall meet ANSI Standard C80.5 and U.L. Standard 6. Elbows and nipples shall conform to the specifications for conduit. All fittings and couplings for rigid conduit shall be of the threaded type."

Revise Article 1088.01(a)(1) of the Standard Specifications to read:

"Rigid Steel Conduit. Rigid steel conduit shall be galvanized and manufactured according to UL Standard 6 and ANSI Standard C 80.1."

Revise Article 1088.01(a)(3) of the Standard Specifications to read:

- "a. PVC Coated Steel Conduit. The PVC coated rigid metal conduit shall be UL Listed (UL 6). The PVC coating must have been investigated by UL as providing the primary corrosion protection for the rigid metal conduit. Ferrous fittings for general service locations shall be UL Listed with PVC as the primary corrosion protection. Hazardous location fittings, prior to plastic coating shall be UL listed.
- b. The PVC coating shall have the following characteristics:

Hardness: Dielectric

85+ Shore A Durometer

Strenath:

400V/mil @ 60 Hz

Aging: Temperature

1,000 Hours Atlas Weatherometer The PVC compound shall conform at 0 DF, to Federal Specifications PL-406b, Method 2051, Amendment

1 of 25 September 1952 (ASTM D

746)

Elongation:

200%

- The exterior and interior galvanized conduit surface shall be chemically treated to enhance PVC coating adhesion and shall also be coated with a primer before the PVC coating to ensure a bond between the zinc substrate and the PVC coating. The bond strength created shall be greater than the tensile strength of the plastic coating.
- The nominal thickness of the PVC coating shall be 1 mm (40 mils). The d. PVC exterior and urethane interior coatings applied to the conduit shall afford sufficient flexibility to permit field bending without cracking or flaking at temperatures above -1°C (30°F).
- An interior urethane coating shall be uniformly and consistently applied to e. the interior of all conduit and fittings. This internal coating shall be a nominal 2 mil thickness. The interior coating shall be applied in a manner so there are no runs, drips, or pinholes at any point. The coating shall not peel, flake, or chip off after a cut is made in the conduit or a scratch is made in the coating.
- The PVC conduit shall pass the following tests:

Exterior PVC Bond test RN1:

Two parallel cuts 13 mm (1/2 inch) apart and 40 mm (1 1/2 inches) in length shall be made with a sharp knife along the longitudinal axis. A third cut shall be made perpendicular to and crossing the longitudinal cuts at one end. The knife shall then be worked under the PVC coating for 13 mm (1/2 inch) to free the coating from the metal.

Using pliers, the freed PVC tab shall be pulled with a force applied vertically and away from the conduit. The PVC tab shall tear rather than cause any additional PVC coating to separate from the substrate.

Boil Test:

Acceptable conduit coating bonds (exterior and interior) shall be confirmed if there is no disbondment after a minimum average of 200 hours in boiling water or exposure to steam vapor at one atmosphere. The RN1 Bond Test and the Standard Method for Measuring Adhesion by Tape Test shall be utilized.

Exterior Adhesion. In accordance with ASTM D870, a 6" length of conduit test specimen shall be placed in boiling water. The specimen shall be periodically removed, cooled to ambient temperature and immediately tested according to the bond test (RN1). When the PVC coating separates from the substrate, the boil time to failure in hours shall be recorded.

Interior Adhesion. In accordance with ASTM D3359, a 6" conduit test specimen shall be cut in half longitudinally and placed in boiling water or directly above boiling water with the urethane surface facing down. The specimen shall be periodically removed, cooled to ambient temperature and tested in accordance with the Standard Method of Adhesion by Tape Test (ASTM D3359). When the coating disbonds, the time to failure in hours shall be recorded.

Heat/Humidity Test:

Acceptable conduit coating bonds shall be confirmed by a minimum average of 30 days in the Heat and Humidity Test. The RN1 Bond Test and the Standard Method for Measuring Adhesion by Tape Test shall be utilized.

Exterior Adhesion. In accordance with ASTM D1151, D1735, D2247 and D4585, conduit specimens shall be placed in a heat and humidity environment where the temperature is maintained at 150°F (66°C) and 95% relative humidity. The specimens shall be periodically removed and a bond test (RN1) performed. When the PVC coating separates from the substrate, the exposure time to failure in days shall be recorded.

Interior Adhesion. In accordance with ASTM D3359, conduit specimens shall be placed in a heat and humidity environment where the temperature is maintained at 150°F (66°C) and 95% relative humidity. When the coating disbonds, the time to failure in hours shall be recorded.

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."

Luminaire, Install Only Effective: January 1, 2002

<u>Description</u>. This item shall consist of retrieving from storage and installing a luminaire, as specified herein, and as indicated. The luminaire will be furnished and stored under a previous contract and it shall be the responsibility of the Contractor to transport the luminaire from the storage site to the job site. It shall also be the Contractor's responsibility to furnish a lamp of the specified wattage for each luminaire installed.

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

ltem	Article/	/Section
		1066.09
		1065.01
\		1088.03
(c) Fasteners and Hardware	106	7.02
(d) Lamps	106	1.02

CONSTRUCTION REQUIREMENTS

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

<u>Transportation</u>. The Contractor shall transport, handle and store (as applicable) the luminaires in complete conformance with the manufacturer's recommendations. The Contractor shall make arrangements to transfer the light towers from the State's storage facility located within District 1 on weekdays between the hours of 8:00 a.m. and 4:00 p.m., excluding State holidays applicable to the Department.

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

Method Of Measurement. Luminaires shall be counted, each installed.

Basis Of Payment. This item shall be paid at the contract unit each for LUMINAIRE, of the type and wattage indicated, INSTALL ONLY, which shall be payment in full for the 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

Γ	Pha	se Conducto	or l	Messenger '	
	Size	Stranding	Average Insulation	Minimum Size	Stranding

1 . 1		Thick	iness	AWG	
		mm	mils		
6	7	1.1	(45)	6	6/1
4	7	1.1	(45)	4	6/1
2	7	1.1	(45)	2	6/1
1/0	19	1.5	(60)	1/0	6/1
2/0	19	1.5	(60)	2/0	6/1
3/0	19	1.5	(60)	3/0 -	6/1
4/0	19	1.5	(60)	4/0	6/1

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)."

Luminaire

Effective: August 1, 2004

Add the following to first paragraph of Article 1067(a)(3) of the Standard Specifications:

"The reflector shall not be altered by paint or other opaque coatings which would cover or coat the reflecting surface. Control of the light distribution by any method other than the reflecting material and the aforementioned clear protective coating that will alter the reflective properties of the reflecting surface is unacceptable"

Add the following to Article 1067(a)(5)a. of the Standard Specifications:

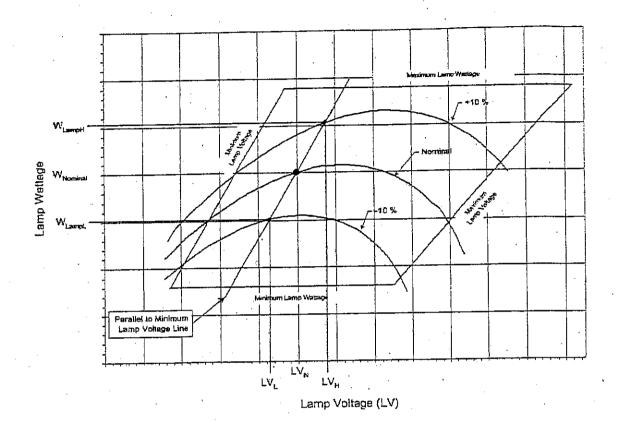
"The ballast shall be a High Pressure Sodium, high power factor, constant wattage auto-regulator, lead type (CWA) for operation on a nominal 240 volt system."

Revise the second sentence of the second paragraph of Article 1067(a)(5)c. of the Standard Specifications:

"The ballast shall be designed to ANSI Standards and shall be designed and rated for operation on a nominal 240 volt system. The ballast shall provide positive lamp ignition at the input voltage of 216 volts. It shall operate the lamp over a range of input voltages from 216 to 264 volts without damage to the ballast. It shall provide lamp operation within lamp specifications for rated lamp life at input design voltage range. Operating characteristics shall produce output regulation not exceeding the following values:

Nominal Ballast Wattage	Maximum Ballast Regulation
750	25%
400	26%
310	26%
250	26%
150	24%
70	18%

For this measure, regulation shall be defined as the ratio of the lamp watt difference between the upper and lower operating curves to the nominal lamp watts; with the lamp watt difference taken within the ANSI trapezoid at the nominal lamp operating voltage point parallel to the minimum lamp volt line:



Ballast Regulation =
$$\frac{W_{LampH} - W_{LampL}}{W_{LampN}} \times 100$$

where:

 W_{LampH} = lamp watts at +10% line voltage when Lamp voltage = LV_H W_{LampL} = lamp watts at - 10% line voltage when lamp voltage = LV_L W_{lampN} = lamp watts at nominal lamp operating voltage = LV_N

Wattage	Nominal Lamp Voltage, LV _N	LVL	LV _H
750	120v	115v	125v
400	100v	95v	105v
310	100v .	95v	105v_
250	100v	95v	105v
150	55v	50v	60v
70	52v	47v	57v

Revise the third sentence of the second paragraph of Article 1067(a)(5)c. of the Standard Specifications to read:

"Ballast losses, based on cold bench tests, shall not exceed the following values:

Nominal Ballast Wattage	Maximum Ballast Losses
750	14.0%
400	17.0%
310	19.0%
250	19.0%
. 150	26.0%
70	34.0%

Ballast losses shall be calculated based on input watts and lamp watts at nominal system voltage as indicated in the following equation:

Ballast Losses =
$$\frac{W_{Line} - W_{Lamp}}{W_{Lamp}} \times 100$$

where:

 W_{line} = line watts at nominal system voltage W_{lamp} = lamp watts at nominal system voltage

Add the following to Article 1067(a)(5)c. of the Standard Specifications:

"Ballast output to lamp. At nominal system voltage and nominal lamp voltage, the ballast shall deliver lamp wattage with the variation specified in the following table. Example: For a 400w luminaire, the ballast shall deliver 400 watts ±2.5% at a lamp voltage of 100v for the nominal system voltage of 240v which is the range of 390w to 410w."

Nominal Ballast Wattage	Output to lamp variation
750	± 2.0%
400	± 2.5%
310	± 2.5%
250	± 4.0%
150	± 4.0%
70	± 4.0%

Add the following to Article 1067(a)(5)c. of the Standard Specifications:

"Ballast output over lamp life. Over the life of the lamp the ballast shall produce average output wattage of the nominal lamp rating as specified in the following table. Lamp wattage readings shall be taken at 5-volt increments throughout the ballast trapezoid. Reading shall begin at the lamp voltage (L_V) specified in the table and continue at 5 volt increments until the right side of the trapezoid is reached. The lamp wattage values shall then be averaged and shall be within the specified value of the nominal ballast rating. Submittal documents shall include a tabulation of the lamp wattage vs. lamp voltage readings. Example: For a 400w luminaire, the averaged lamp wattage reading shall not exceed the range of $\pm 3\%$ which is 388 to 412 watts"

Nominal Ballast Wattage	LV Readings begin at	Maximum Wattage Variation
750	110v	± 3%
400	90v	± 3%
310	90v	± 3%
250	90v	± 4%
150	50ν	± 4%
70	45v	± 5%

Revise the first paragraph of Article 1067(a)(7) of the Standard Specifications to read:

"Independent testing of luminaires shall be required whenever the quantity of luminaires of a given wattage and distribution, as indicated on the plans, is 50 or more. For each luminaire type to be so tested, one luminaire plus one luminaire for each 50 luminaires shall be tested. Example: A plan quantity of 75 luminaires would dictate that 2 to be tested; 135 luminaires would dictate that three be tested."

Add the following to Article 1067(a)(7) of the Standard Specifications:

"The Contractor shall be responsible for all costs associated with the specified testing, including but not limited to shipping, travel and lodging costs as well as the costs of the tests themselves, all as part of the bid unit price for this item. Travel, lodging and other associated costs for travel by the Engineer shall be direct-billed to or shall be pre-paid by the Contractor, requiring no direct reimbursement to the Engineer or the independent witness, as applicable"

Revise Article 1067(a)(7)a. of the Standard Specifications to read:

"Engineer Factory Selection for Independent Lab: The Contractor may select this option if the luminaire manufacturing facility is within the state of Illinois. The Contractor shall propose an independent test laboratory for approval by the

Engineer. The selected luminaires shall be marked by the Engineer and shipped to the independent laboratory for tests."

Revise Article 1067(a)(7)b. of the Standard Specifications to read:

"Engineer Witness of Independent Lab Test: The Contractor may select this option if the independent testing laboratory is within the state of Illinois. The Engineer shall select, from the project luminaires at the manufacturer's facility or at the Contractor's storage facility, luminaires for testing by the independent laboratory."

Add the following to Article 1067(a)(7)c. of the Standard Specifications:

"The independent witness shall as a minimum meet the following requirements:

▶ Have been involved with roadway lighting design for at least 15 years.

Not have been the employee of a luminaire or ballast manufacturer within the last 5 years.

Not associated in any way (plan preparation, construction or supply) with the particular project being tested.

▶ Be a member of IESNA in good standing.

Provide a list of professional references.

This list is not an all inclusive list and the Engineer will make the final determination as to the acceptability of the proposed independent witness."

Add the following to Article 1067(a)(7) of the Standard Specifications:

"d. Engineer Factory Selection and Witness of Manufacturer Testing: The Contractor may select this option if the luminaire manufacturing facility is within the state of Illinois. At the Manufacturer's facility, the Engineer shall select the luminaires to be tested and shall be present during the testing process. The Contractor shall schedule travel by the Engineer to and from the Manufacturer's laboratory to witness the performance of the required tests."

Revise the sixth paragraph of Article 1067(c)(1)a. of the Standard Specifications to read:

"The beam of maximum candlepower for luminaires specified or shown to have a 'medium' distribution shall be at 70 degrees from the horizontal \pm 2.5 degrees. Submittal information shall identify the angle."

Revise Article 1067.02(a)(1) of the Standard Specifications to read:

"The lamps shall be of the clear type and shall have a color of 2050° to 2100° Kelvin."

Lamps

Effective: April 1, 2003

Revise Article 1067.02(a)(1) of the Standard Specifications to read:

"The lamps shall be of the clear type and shall have a color of 2000° to 2100° Kelvin."

<u>Light Poles</u>

Effective: March 1, 2003

Revise the fifth sentence of Article 1069.01(b)(2)d of the Standard Specifications to read:

"A 9.525 mm (3/8 in.) – 16 tapped hole shall be provided in the frame for attaching a mechanical grounding connector."

Revise the third sentence of Article 1069.01(c)(2)b5 of the Standard Specifications to read:

"A 9.525 mm (3/8 in.) – 16 tapped hole shall be provided in the frame for attaching a mechanical grounding connector."

Stainless Steel Junction Box Effective: January 1, 2002

Revise the second sentence of the seventh paragraph of Article 1088.04 of the Standard Specifications to read:

"The gasket shall be extruded directly onto the junction box cover."

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. Duc	Diameter	Nom. Outsi	de Diameter	Min. Wall	Thickness
mm	în ·	mm	in	mm	In-
27	· 1	33.4	1.315	3.4	D.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			required to ample 50%
mm	in	N	lbs
. 27	. 1	5337	1200
35	1.25	4937	1110
41	1.5	4559	1025
53	2.0	3780	850

Maintenance of Lighting Systems

Effective: March 1, 2003

Replace Article 801.12 of the Standard Specifications with the following:

Effective the date the Contractor's activities (electrical or otherwise) at the job site begin, the Contractor shall be responsible for the proper operation and maintenance of all existing and proposed lighting systems which are part of, or which may be affected by the work until final acceptance or as otherwise determined by the Engineer.

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

Existing lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and shall not be construed as an exact representation of the field conditions. It remains the Contractor's responsibility to visit the site to confirm and ascertain the exact condition of the electrical equipment and systems to be maintained.

Maintenance of Existing Lighting Systems

Existing lighting systems. Existing lighting systems shall be defined as any lighting system or part of a lighting system in service prior to this contract. The contract drawings indicate the general extent of any existing lighting, but whether indicated or not, it remains the Contractor's responsibility to ascertain the extent of effort required for compliance with these specifications and failure to do so will not be justification for extra payment or reduced responsibilities.

Extent of Maintenance.

Partial Maintenance. Unless otherwise 'indicated, if the number of circuits affected by the contract is equal to or less than 40% of the total number of circuits in a given controller and the controller is not part of the contract work, the Contractor needs only to maintain the affected circuits. The affected circuits shall be isolated by means of in-line waterproof fuse holders as specified elsewhere and as approved by the Engineer.

Full Maintenance. If the number of circuits affected by the contract is greater than 40% of the total number of circuits in a given controller, or if the controller is modified in any way under the contract work, the Contractor shall maintain the entire controller and all associated circuits.

Maintenance of Proposed Lighting Systems

Proposed Lighting Systems. Proposed lighting systems shall be defined as any lighting system or part of a lighting system which is to be constructed under this contract.

The Contractor shall be fully responsible for maintenance of all items installed under this contract. Maintenance shall include, but not be limited to, any equipment failures or malfunctions as well as equipment damage either by the motoring public, Contractor operations, or other means. The potential cost of replacing or repairing any malfunctioning or damaged equipment shall be included in the bid price of this item and will not be paid for separately.

Lighting System Maintenance Operations

The Contractor's responsibility shall include all applicable responsibilities of the Electrical Maintenance Contract, State of Illinois, Department of Transportation, Division of Highways, District One. These responsibilities shall include the maintenance of lighting units (including sign lighting), cable runs and lighting controls. In the case of a pole knockdown or sign light damage caused by normal vehicular traffic, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service.

Responsibilities shall also include weekly night-time patrol of the lighting system, with patrol reports filed immediately with the Engineer and with deficiencies corrected within 24 hours of the patrol. Patrol reports shall be presented on standard forms as designated by the Engineer. Uncorrected deficiencies may be designated by the Engineer as necessitating emergency repairs as described elsewhere herein.

The following chart lists the maximum response, service restoration, and permanent repair time the Contractor will be allowed to perform corrective action on specific lighting system equipment.

INCIDENT OR PROBLEM	SERVICE RESPONSE TIME	SERVICE RESTORATION TIME	PERMANENT REPAIR TIME
Control cabinet out	1 hour	4 hours	7 Calendar days
Hanging mast arm	1 hour to clear	na	7 Calendar days
Radio problem	1 hour	4 hours	7 Calendar days
Motorist caused damage or leaning light pole 10 degrees or more	1 hour to clear	4 hours	7 Calendar days
Circuit out - Needs to reset breaker	1 hour	4 hours	na
Circuit out – Cable trouble	1 hour	24 hours	21 Calendar days
Outage of 3 or more successive lights	1 hour	4 hours	na
Outage of 75% of lights on one tower	1 hour	4 hours	na
Outage of light nearest RR crossing approach, Islands and gores	1 hour	4 hours	na
Outage (single or multiple) found on night outage survey or reported to EMC	na	na '	7 Calendar days
Navigation light outage	na	na	24 hours

- Service Response Time -- amount of time from the initial notification to the Contractor until a patrolman physically arrives at the location.
- Service Restoration Time amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)
- Permanent Repair Time amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from the

cost of the Contract. Repeated failures and/or a gross failure of maintenance shall result in the State's Electrical Maintenance Contractor being directed to correct all deficiencies and the resulting costs deducted from any monies owed the contractor.

Damage caused by the Contractor's operations shall be repaired at no additional cost to the Contract.

Operation of Lighting

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Lighting systems shall not be kept in operation during long daytime periods. The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request.

Basis of Payment. Maintenance of lighting systems shall be paid for at the contract unit price per calendar month or fraction thereof for MAINTENANCE OF LIGHTING SYSTEM, which shall include all work as described herein.

Protection and Maintenance of Existing Underpass Luminaires

Effective: November 11, 2002

<u>Description</u>: This item shall consist of providing protection, temporary support, removal and reattachment as required, of the existing underpass lighting system. The system consists of, but not limited to, luminaires, junction boxes, raceways, support equipment and conductors. Any wiring required to maintain the operation of the underpass or other circuits feed through the underpass lighting system shall be included in this item.

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

Item	Article/Section
(a) Electric Raceway Material	1088
(b) Conductors	
(c) Insulation	

CONSTRUCTION REQUIREMENTS

<u>General</u>. Before performing any work, an inventory of all missing hardware of the existing lighting system shall be taken jointly by the Contractor and the Engineer.

<u>Protection During Deck Reconstruction</u>: Luminaires and conduit hangers attached to the bridge deck shall be removed prior to the removal of the existing bridge deck. The luminaires and the conduits shall be temporarily supported during bridge deck reconstruction. The method of support shall be structurally equivalent to the existing system and shall be approved by the Engineer. Existing vertical clearances shall be maintained at all times.

The underpass luminaires and hardware shall be protected from overhead debris during the removal and reconstruction of the bridge deck. The underpass luminaire protection shall be coordinated with the protective shield as described elsewhere in these Special Provisions.

The underpass lighting system shall be protected from spills and over-spray during any painting operations. Spills and over-spray shall be removed by the Contractor at no additional expense to the State. If spills or over-spray occur on the luminaire lens, the luminaire lens shall be replaced with new lens from the luminaire manufacturer at no additional cost to the State.

Prior to bridge deck removal the Contractor shall measure and log the location of all existing conduit and luminaire hangers for reattachment purposes. Upon completion of the bridge deck reconstruction, the existing underpass lighting system shall be permanently reattached at these locations. New heavy duty expansion anchors, as approved by the Engineer, shall be used. New hangers may be installed at the option of the Contractor. The new hangers shall be equivalent to the existing hangers or as approved by the Engineer. The cost of the new expansion anchors and hangers shall be included in this pay item.

<u>Damage to Underpass Lighting System:</u> Should the lighting system be damaged through the Contractor's operations, repairs shall be made by the Contractor at no additional cost to the State.

All repairs shall be performed expeditiously and shall be approved by the Engineer. The Contractor shall conduct his work in a manner as not to keep out of service any of the lighting between 4:00 PM and 8:00 AM. All lights shall be tested daily and any necessary repairs shall be made immediately without delay.

Damaged cable shall be replaced in complete spans, no underground splices will be allowed. Temporary aerial quadraplex cable may be used to maintain luminaires operational provided it does not interfere with traffic or other operations as determined by the Engineer.

Grounding of Existing Lighting System: As indicated on the plans, the Contractor shall furnish and install a grounding conductor for the underpass lighting system in all existing conduits, junction boxes and luminaires. The ground conductor shall be a 1/C #10 AWG EPR (Type-RHW) green insulated conductor. The new ground conductor shall be connected to the existing ground conductor in the main junction box. The cost of this work shall be included in this pay item.

The continuity and continued operation of the adjacent lighting system shall be the responsibility of the Contractor. Any temporary wiring required to comply with this requirement shall be included in this item.

Basis of Payment: This work shall be paid for at the contract lump sum price for PROTECT AND MAINTAIN EXISTING UNDERPASS LUMINAIRE, which shall be payment for the work as described herein and as indicated in the plans.

Electric Connection to Sign Structure

Effective: October 1, 2002

<u>Description:</u> This item shall consist of furnishing all material and work required to connect the extension of a lighting circuit at the base of a sign structure. The feeder, up to the sign structure as shown on the drawings or as directed by the Engineer will be paid for separately.

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

ltem	Article/Section
(a) Electric Raceway Material	1088
(b) Conductors	
(c) Insulation.	

<u>Disconnect Switch</u>. The disconnect switch shall be 600 volt, 3-pole, 30 ampere, fusible, with solid neutral in a NEMA 4X stainless steel enclosure, complete with 20 ampere, 600 volt, dual element time delay 4L Class R fuses having a UL listed interrupting rating of not less than 200,000 rms symmetrical amperes at rated voltage.

CONSTRUCTION REQUIREMENTS

General. This item shall include fusing at the base of the structure, a disconnect switch adjacent to the sign panels and shall also include the wiring, raceways, fittings and the like between the base fusing and the disconnect switch and from the disconnect switch to the sign luminaires, all as depicted on the Plans, as specified herein and as directed by the Engineer. Sign luminaires will be paid separately

Basis of Payment. This work shall be paid for at the contract unit price each for ELECTRIC CONNECTION TO SIGN STRUCTURE.

Luminaire Safety Cable Assembly

Effective: April 1, 2003

<u>Description:</u> This item shall consist of providing a luminaire safety cable assembly as specified herein and as indicated in the plans.

Materials. Materials shall be according to the following:

Wire Rope. Cables (wire rope) shall be manufactured from Type 304 or Type 316 stainless steel having a maximum carbon content of 0.08 % and shall be a stranded assembly. Cables shall be 3.18 mm (0.125") diameter, 7x19 Class strand core and shall have no strand joints or strand splices.

Cables shall be manufactured and listed for compliance with Federal Specification RR-W-410 and Mil-DTL-83420.

Cable terminals shall be stainless steel compatible with the cable and as recommended by the cable manufacturer. Terminations and clips shall be the same stainless steel grade as the wire rope they are connected to.

U-Bolts. U-Bolts and associated nuts, lock washers, and mounting plates shall be manufactured from Type 304 or Type 316 stainless steel.

CONSTRUCTION REQUIREMENTS

General. The safety cable assembly shall be installed as indicated in the plan detail. One end of the cable assembly shall have a loop fabricated from a stainless steel compression sleeve. The other end of the cable assembly shall be connected with stainless steel wire rope clips as indicated. Slack shall be kept to a minimum to prevent the luminaire from wandering off the end of the mast arm.

Basis of Payment: This work shall be paid for at the contract price each for LUMINAIRE SAFETY CABLE ASSEMBLY, which shall be payment for the work as described herein and as indicated in the plans.

Fluorescent Luminaire for Sign Lighting

Effective: March 25, 2004

<u>Description:</u> This item shall consist of furnishing, testing as required, and installing a luminaire suitable for illumination of roadway signage as specified herein.

Materials. Materials shall be according to the following:

Housing. The outer housing shall be constructed from 1.6 mm (0.064 inch) thick 3003-H14 aluminum or 300 series stainless steel with a minimum thickness of 0.048". The housing shall have a full length hinge, of the same material as the housing.

Lens and Frame. The lens frame shall be made of extruded aluminum, or stainless steel as described, and have a continuous extruded neoprene gasket seal to insure weatherproofing. The frame shall have a concealed retaining latch which locks the door open for servicing and shall include a safety chain. The frame shall have spring loaded toggle action latches. The lens shall be made of clear 3 mm (0.125 inch) thick acrylic.

Lamp Holders. The lamp holders shall be end mounted, spring loaded, self-sealing, and self-aligning.

Reflector. The reflector shall be made of 0.5 mm (0.020 inch) minimum thickness specular aluminum.

Wiring. All wiring connections in the fixture shall terminate on molded phenolic, barriers type, heavy duty, terminal blocks rated for a maximum current of 30 amperes and maximum voltage of 3,300 volts. The terminal block shall accommodate No. 10 AWG wire and shall be legibly color marked to suit the ballast wire colors. All wiring, terminal blocks, and ballast shall be fully enclosed within the fixture so none of the above parts are exposed when relamping.

Ballast. The ballast be an electronic ballast capable of starting two T8 fluorescent lamps as described herein. Manufacturer must have a 15 year history of designing and manufacturing electronic ballasts for the North American market. Ballast must be manufactured in a facility Certified to ISO 9002 Quality System Standards.

Physical Requirements. The ballast must have permanently connected leads integral to the ballast, color coded to ANSI C82.11.

Performance Requirements. The ballast shall have a ballast factor of .85-.92. The ballast shall have a maximum input wattage (ANSI) of 140 watts. The Ballast Efficacy Factor shall be greater than or equal to 0.67. The ballast shall be capable of starting and operate the specified lamps at a minimum temperature of -20 degrees Fahrenheit. The Ballast must be designed and UL Listed to operate the number and type of lamps as indicated.

Electrical Performance Requirements. The ballast Total Harmonic Distortion shall be less than 10%. The lamp current crest factor shall not exceed 1.6. The Power Factor shall be greater than 90%. The ballast output frequency shall be greater than 20kHz and less than 30kHz or greater than 42kHz. Ballast output shall not be between 30kHz and 42kHz for any lamp combination.

The ballast must operate between 230-250V(240V nominal), 60Hz. The ballast must maintain light output at +/- 10% during a voltage fluctuation of +/- 10%.

Regulatory Requirements. The ballast shall meet ANSI C82.11 limits for Total Harmonic Distortion (THD). The ballast shall meet ANSI 62.41 Category A standards for Transient Voltage protection. The ballast shall be UL Class P, Type 1 Outdoor. The ballast shall not contain any Polychlorinated Byphenois (PCBs) in accordance with US law.

Lamps. Fluorescent lamps for sign lighting shall T8, high output, Type F72T8/HO with an average rated life of 18,000 hours and a mean lumen output of 5,490 lumens. The lamp shall have a color temperature of 4100° K, and a CRI of 85. All fluorescent lamps shall be capable of starting and operating at a minimum temperature of -30°C (-20°F) and shall be of a low mercury content design.

CONSTRUCTION REQUIREMENTS

Installation. Each luminaire shall be mounted on the sign walkway structure with stainless steel hardware and with at least 3 points of attachment. The mounted luminaire or mounting hardware shall not extend above the bottom of the sign or below the bottom of the walkway support.

The center-to-center spacing of the luminaires will be determined by the Engineer. The end sections shall not exceed one-half the spacing between luminaires.

The mounting shall provide the correct position of the luminaire as recommended by the manufacturer and shall be able to withstand 130 km/h (80 mph) winds with a 1.3 gust factor. The sign lighting installation shall include a service disconnect with lockable exterior handle mounted within reach from the walkway.

Disabling brightness shall be shielded from traffic approaching either the front or back of the sign.

The mounted luminaire or mounting hardware shall not extend above the bottom of the sign or below the bottom of the walkway support.

Basis of Payment. This work shall be paid for at the contract unit price each for FLUORESCENT LUMINAIRE FOR SIGN LIGHTING.



Storm Water Pollution Prevention Plan

Route	FAU 2652	Marked _	South Villa Avenue
Section	00-00069-00-PV	Project No.	M-8003 (334)
County	DuPage County		
		•	
	n has been prepared to comply with the presental Protection Agency for storm water disc		Permit Number ILR10, issued by the Illinois Site Activities.
accordar submitte gathering am awar	nce with a system designed to assure that d. Based on my inquiry of the person or pers g the information, the information submitted is	qualified personnel pro sons who manage the sy , to the best of my knowle	prepared under my direction or supervision in perly gathered and evaluated the information stem, or those persons directly responsible for edge and belief, true, accurate and complete. I cluding the possibility of fine and imprisonment
4	H Gell Meture	·	U/8/04-
Project E	Ingineer		
	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):

The intent of this project is to widen and reconstruct 1.1 miles of the existing two lane section of South Villa Avenue for the purpose of increasing safety, reducing present and future maintenance costs, and to eliminate existing deficiencies. The work under this contract shall be performed along South Villa Avenue between Station 10+70.70 (Roosevelt Road) and Station 66+16.00 (Madison Avenue).

The improvements include curb and gutter, new sidewalk, and a new closed drainage system. The work consists of widening the existing 2-lane to provide a bi-directional left turn lane 12-feet wide with curb and gutter and a closed sewer system. In addition to pavement reconstruction, the improvements include lighting design, sanitary sewer repair, water main replacement/extension, and new sanitary and water service connections to some residents currently on well and septic. The left turn lanes will be provided at Harrison Street, Terry Lane (a 10.5-wide left turn lane will be provided at Terry Lane), and Madison Avenue.

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:

The following construction operations will result in soil being disturbed.

FAU 2652

Stage 1

- Pavement removal
- Sidewalk removal
- Driveway pavement removal
- Curb and Gutter removal
- Reconstruction of FAU-2652 pavement, including appurtenances and earthwork

Stage 2

- Pavement removal
- Sidewalk removal
- Driveway pavement removal
- · Curb and Gutter removal
- Reconstruction of FAU-2652 pavement, including appurtenances and earthwork
 Stage 3
- Complete permanent landscaping and remove temporary erosion control
- Place surface course
- Place permanent pavement marking and signing
- c. The total area of the construction site is estimated to be 8.8 acres.

 The total estimated area of the site that will be disturbed by excavation, grading or other activities is 8.2 acres.
- d. 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, 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. The Contractor shall review the Drainage and Utility Plans and the Erosion Control Plans.
- f. The names of receiving water(s) and aerial extent of wetland acreage at the site are in the design/project report or plan documents, hereby incorporated by reference as a part of this plan.

 Two of the five drainage sub-basins in the project site outfall to Sugar Creek. Another two drainage sub-basins outfall to an existing storm sewer, which outfall to an open ditch that eventually drain to Salt Creek. One other drainage sub-basin also outfalls to an existing storm sewer that eventually also drains to Salt Creek.

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:

The Erosion Control Plan Drawings Sheets 1 to Sheet 4 included in the contract documents define the size and location of the measures to be installed during the construction of this project.

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 show 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:

The intent of the stabilization practices is to provide permanent seeding with an erosion control blanket on areas disturbed as soon as practicable. Temporary seeding for erosion control will be placed as soon as possible on disturbed areas until permanent controls can be installed.

In selected locations, tree protection fences will be utilized to prevent damage and erosion of tree roots and to preserve tree bark and appearance; and are referenced in the plan set and progress schedule. Permanent seeding is used to stabilize construction areas along the parkway areas and behind the sidewalk within the construction limits; and are referenced in the plan set and progress schedule. Temporary seeding is used to stabilize construction areas along the parkway areas and behind the sidewalk within the construction limits; and are referenced in the plan set and progress schedule. Contractor shall use sufficient dust control measures.

(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:

Pipe and inlet protection will be placed at inlets and drains to protect from sedimentation due to earth excavation; and are referenced in the plan set.

Perimenter Erosion Barrier will be used at locations where sediment may escape the right of way; and are referenced in the plan set.

Temporary ditch checks will be placed at the low points on each side of the roadway, and only necessary until the curb and gutter are installed; and are referenced in the plan set.

Inlet filters and inlet protection will be used at all propsed open covered inlets as they are being placed; and are referenced in the plan set.

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 hydro-period and hydrodynamics present prior to the initiation of construction activities).

Description of Storm Water Management Controls:

Erosion control blankets will be placed in ditches at the locations shown on the plans to allow seeds to develop.

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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.
- (iii) Sanitary Waste Materials. The provisions of these plans shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer, or septic system regulations. The Contractor shall not create or allow unsanitary conditions.
- (iv) Off-Site Vehicle Tracking. Each site shall have one or more stabilized construction entrance(s) in conformance with Standard Specifications and Standard Design Details. Where the contractor's equipment is operated on any portion of the traveled surface or structures used by traffic on or adjacent to the section under construction, the contractor shall clean (not flushing) the traveled surface of all dirt and debris at the end of each day's operations, or more frequently if directed by the Engineer.
- (v) Dewatering Devices. If dewatering devices are used, discharge locations shall be protected from erosion. All pumped discharges shall be routed through appropriately designed sediment traps or basins or equivalent.
- (vi) Soil Storage Pile Protection. Soil storage piles containing more than 10 cubic yards of material shall not be located within a downslope drainage length of less than 25 feet to a roadway or drainage channel. Filter barriers, consisting of silt fence or equivalent, shall be installed immediately on the downslope side of the piles.
- (vii) Site Cleanup. Trapped sediment and other disturbed soils resulting from the disposition of temporary erosion and sediment control measures shall be permanently stabilized to prevent further erosion and sedimentation.

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:

In accordance with the current DuPage County storm water prevention plan.

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:

Temporary ditch checks, pipe and inlet protection devices, and perimeter erosion barriers shall have the sediment removed and be replaced as directed by the Engineer. Temporary ditch checks, pipe and inlet protection devices and perimeter erosion control barriers shall be replaced as directed by the Engineer. Temporary seeding for erosion control shall be continuously implemented as directed by the engineer.

The Contractor will assign an IDOT certified Erosion and Sediment Control Manager (ESCM) to the project. His duties will be to supervise the maintenance of Erosion and Sediment Control measures and implementation of this plan. At least 24 hours after every storm event with a precipitation of 0.5-inches or greater, all rectangular inlet protection devices and silt fences shall be checked for sediment, and if sediment reaches a height of 50% of the deviced, the device shall be cleaned of sediment. Temporary and permanent seeding and planting will be repaired when inspection identify bare spots and washouts that require corrective action.

4. Inspections

Qualified personnel shall inspect disturbed areas of the construction site that 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).

The following non-storm water discharges may combine with storm water discharges that are treated by the measures included in this plan.

Waters used to wash vehicles or control dust.

Pavement wash waters where spill or leaks of toxic hazardous materials have not occurred (unless spilled materials have been removed).

Irrigation drainages.

Uncontaminated groundwater.



Contractor Certification Statement

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

Project Information:					
Route FAU 265	2		Marked _	South Villa Avenue	
Section 00-0006	9-00-PV		Project No.	M-8003 (334)	
County <u>DuPage</u>	e County		·	<u> </u>	
NPDES) permit (ILI	ty of law that I unders R 10) that authorizes t of this certification.	stand the terms of the the storm water dis	ne general National charges associated	Pollutant Discharge Elimird with industrial activity from	nation System n the construction
	Signature			Date	
	•		•		
	Title				
· ·		•			,
	Name of Firm				
	Street Address				
City		State			
Zip Code	· · ·				
·					•
	Telephone Number				

Disadvantaged Business Enterprise Participation

Effective: September 1, 2000

Revised: June 1, 2004

<u>FEDERAL OBLIGATION</u>. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. 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. 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.

<u>CONTRACTOR ASSURANCE</u>. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the 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 _____15__% 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.

<u>BIDDING PROCEDURES</u>. Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid nonresponsive.

- (a) In order to assure the timely award of the contract, the as-read low bidder must 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 as-read low 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 nonresponsive. In the event the bid is declared nonresponsive 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 contact. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
 - (1) 60% 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 prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors 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 contractor'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 contractor'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 Contractor 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 nonresponsive.

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 District 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.

Training Special Provisions

Effective: October 15, 1975

This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 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 then clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT. The unit of measurement is in hours.

<u>BASIS OF PAYMENT</u>. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

Payments to Subcontractors

Effective: June 1, 2000 Revised: September 1, 2003

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 no later than 30 days from the receipt of each payment made to the Contractor.

State law addresses the timing of payments to be made to subcontractors. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, generally requires that when a Contractor receives any payment from the Department, the Contractor is required to make corresponding, proportional payments to each subcontractor performing work within 15 calendar days after receipt of the state payment. Section 7 of the State Prompt Payment Act further provides that interest in the amount of 2% per month, in addition to the payment due, shall be paid to any subcontractor 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 throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

As progress payments are made to the Contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the Contractor shall make a corresponding partial payment within 15 calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor 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 shall be paid in full within 15 calendar days after the subcontractor's work has been satisfactorily completed. The Contractor shall hold no retainage from the subcontractors.

This Special Provision does not create any rights in favor of any subcontractor against the State of Illinois or authorize any cause of action against the State of Illinois on account of any payment, nonpayment, delayed payment or interest claimed by application of the State Prompt Payment Act. The Department will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Department will not approve any delay or postponement of the 15 day requirement. State law creates remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond in accordance with the Public Construction Bond Act, 30 ILCS 550.

Partial Payments

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."

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 1992 Revised: January 1, 2003

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.

The deficiency may be any lack of repair, maintenance or non-compliance with the traffic control plan.

If the Contractor fails to correct the 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.

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.

Weight Control Deficiency Deduction

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 -
$$\left(\frac{B-C}{B}\right)$$
; Where A \leq 1.0; $\left(\frac{B-C}{C}\right)$ > 0.50% (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:

Adjusted Net Weight = A x 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.

Erosion and Sediment Control Deficiency Deduction

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.

Inlet Filters

Effective: August 1, 2003

Add the following to Article 280.02 of the Standard Specifications:

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 μm (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) ±15%		
Whales (holes)	ASTM D 3887	7.5 ± 2 holes/25 mm (1 in.)		
Chorses (holes)	ASTM D 3887	15.5 ± 2holes/25 mm (1 in.)		
Instronball Burst	ASTM D 3887	830 kPa (120 psi) min.		
Thickness	ASTM D 1777	1.0 ± 0.1 mm (0.040 ± 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."

Subgrade Preparation

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."

Superpave Bituminous Concrete Mixtures

Effective: January 1, 2000 Revised: January 1, 2004

<u>Description</u>. 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 Ndesign ≥ 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 \pm 3 °C (325 \pm 5 °F) and a gyratory compaction temperature of 152 \pm 3 °C (305 \pm 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.

(4) A manufacturer's representative from the polymer asphalt cement producer shall be present during each polymer mixture start-up and shall be available at all times during production and lay-down of the mix.

Laboratory Equipment.

- (a) Superpave Gyratory Compactor. The superpave gyratory 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.

<u>Mixture Design</u>. 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 312	Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory 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	IL-25.0 mm		IL-19.0 mm		IL-12.5 mm ^{4/}		IL-9.5 mm ^{4/}	
Size	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.)						90	90	100
4.75 mm (#4)	24	42 ^{2/}	24	50 ^{2/}	24	65	24	65
2.36 mm (#8)	16	31	16	36	16	48 ^{3/}	16	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 μ m (#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.

	TAE	BLE 2. VOLU	IMETRIC RE	QUIREMENT	S
	Voids in the Mineral Aggregate Voids Filled (VMA), with Asphalt % minimum (VFA),				
Ndesign	IL-25.0	IL-19.0	IL-12.5	IL-9.5	%
50				·	65 - 78
70	120	42.0	14.0	15	
90	12.0	13.0	14.0	15	65 - 75
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.

<u>Personnel</u>. 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			
Asphalt Content by Ignition Oven		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	Illinois Modified AASHTO T 312			
	Maximum Specific Gravity of Mixture	sample of the day)	Illinois Modified AASHTO T 209			

During production, the ratio of minus 75 μ m (#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 μ m (#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	Mixture	
Binder Thickness, mm (in.)		
≤ 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.

<u>Control Charts/Limits</u>. 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		
Parameter	Individual Test	
Ndesign ≥ 90	92.0 - 96.0%	
Ndesign < 90	93 - 97%	

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.

RAP for Use in Bituminous Concrete Mixtures

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 "homogeneous", with a quality rating dictated by the lowest coarse aggregate quality present in the mixture. Homogeneous 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.

Bituminous Concrete Surface Course

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 = $C \times Q$ 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."

Coarse Aggregate for Trench Backfill, Backfill and Bedding

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:

- - 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:

- - 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:

- - 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:

Note 1: For FA 1, FA 2, and FA 20 the percent passing the 75 μm (No. 200) sieve shall be 2 \pm 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:

Curb Ramps for Sidewalk

Effective: January 1, 2004

<u>Description</u>. This work shall consist of constructing sidewalk curb ramps with detectable warnings in compliance with the Americans with Disabilities Act, Accessibility Guidelines (ADAAG). Work shall be according to Section 424 of the Standard Specifications except as modified herein.

The detectable warnings shall consist of an area of truncated domes that provide both visual and tactile cues to pedestrians who are about to enter into traffic. The warning area shall begin 150 mm (6 in.) from the back of the curb and continue 600 mm (2 ft) in the direction of pedestrian travel for the entire width of the walking surface.

The detectable warnings shall also present a contrast in color from the adjacent sidewalk. This shall be accomplished by constructing the warning area, plus the 150 mm (6 in.) area between the warning area and the back of curb, out of concrete that is integrally colored red. However if the sidewalk is brick or of some dark color, the contrast requirement shall be achieved with normal (grey), Class SI concrete.

<u>Materials</u>. Materials for the detectable warning area of the curb ramps shall meet the following requirements.

a) Integrally Colored Concrete. Integrally colored concrete shall be according to Section 1020 of the Standard Specification for Class SI concrete except as follows.

Article 1020.04	The allowable water/cement ratio range shall be 0.40 minimum to 0.44 maximum.
Article 1020.04	The allowable slump range shall be 75 mm (3 in.) minimum to 125 mm (5 in.) maximum.
Article 1020.04	The allowable coarse aggregate gradations shall be CA 11, CA 13, CA 14, and CA 16.
Article 1020.05(b)	A calcium chloride accelerating admixture shall not be used.
Article 1020.05(b)	The cement factor shall not be reduced if a water-reducing or high range water-reducing admixture is used.
Article 1020.05(c)	Fly ash shall not be used.
Article 1020.05(k)	Ground granulated blast-furnace slag shall not be used.
Article 1020.11	Pigment for integrally colored concrete shall be added to the concrete and mixed per the Manufacturer's recommendation.
Article 1020.13	The curing method shall be Type I membrane curing.
Article 1020.13.	The protection method shall be according to Article 1020.13(e)(1) and the protection period shall be 96 hours. No material, including

the insulating material, shall be placed in direct contact with the concrete surface.

- (b) Pigment for Integrally Colored Concrete. The pigment shall meet the requirements of ASTM C 979, match color number 30166 of Federal Standard 595, and be on the Department's Approved List of Pigments for Integrally Colored Concrete.
- (c) Release Agent for Concrete Stamping Tools. The release agent shall be according to the stamping tool manufacturer's recommendations and the following: it shall be a clear liquid that will evaporate, it shall not harm the concrete, and it shall allow the application of Type I membrane curing.

<u>Equipment</u>. Equipment for the detectable warning area of the curb ramps shall meet the following requirements.

- (a) Concrete Stamps. Sufficient numbers and sizes of stamps shall be furnished to cover the various widths of the curb ramps. The stamps shall have an air opening at the top of each truncated dome recess; and shall be rigid enough to evenly distribute the force exerted during tamping.
- (b) Tamper. The tamper shall be according to the concrete stamp manufacturer's recommendations.

CONSTRUCTION REQUIREMENTS

<u>Stamping</u>. The concrete shall be placed and finished according to Article 424.06 except the area to be stamped shall not be brushed. When the bleed water has been absorbed, stamping shall begin. The entire width of the curb ramp shall be stamped at the same time. A single stamp or a combination of stamps may be used.

Prior to placing the stamp on the concrete, the stamp shall be coated with the release agent. When recommended by the manufacturer, the release agent shall also be applied to the concrete surface. Once the stamp has been placed on the ramp, it shall remain down until the stamping is complete.

The entire area of the stamp shall be tamped with a short, slow, repetitive action such that the concrete is caused to move up and into the dome recesses of the stamp. Tamping shall continue until mortar has come through the air openings in the stamp. Stepping or walking on the stamp will not be allowed. The base elevation of the domes shall be even with the adjacent sidewalk surface; the stamp shall not be forced down into the concrete.

When stamping is complete, the stamp shall be removed and the concrete cured.

Upon completion of curing, or after cold weather protection if required, the protruding mortar tip on the top of each dome shall be removed and the dome rubbed or ground smooth.

Precast Concrete

Effective: July 1, 1999 Revised: January 1, 2002

<u>Description</u>. This special provision identifies non-prestressed, precast concrete products which shall be produced according to the Department's current, "Quality Control/Quality Assurance Program for Precast Concrete Products".

Products. The list of products is as follows:

Product Class	Precast Item
Box Culvert	Precast Concrete Box Culverts
Pipe	Reinforced Concrete Culvert, Storm Drain and Sewer Pipe
	Concrete Sewer, Storm Drain and Culvert Pipe
	Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe
	Concrete Drain Tile
	Reinforced Concrete Arch Culvert, Storm Drain and Sewer Pipe
	Concrete Headwall for Pipe Drains
·	Precast Reinforced Concrete Flared End Sections and Elliptical Flared End Sections
	Precast Reinforced Concrete Pipe Elbows, Tees and Collars
Structure	Precast Concrete Members
Block/Brick	Erosion Control: Concrete Block Riprap, Block Revetment Mat, and Articulated Block Mat
	Concrete Building Brick
,	Concrete Masonry Units
Drainage Structure	Precast Reinforced Concrete Catch Basins, Manholes,
	Inlets, Miscellaneous Structures, Valve Vaults and Flat Slab Tops/Bottoms
Barrier	Concrete Barrier
	Temporary Concrete Barrier
Miscellaneous	Right of Way, Drainage, Section and Permanent
	Survey Markers, Bumper Blocks, Junction Boxes, and Handholes

For precast concrete products which are constructed according to AASHTO M 86, M 170, M 178, M 199, M 206, M 207, M 259, or M 273; portland or blended hydraulic cement shall be according to Article 1001.01 of the Standard Specifications, except the pozzolan constituent in the Type IP or Type I (PM) cement shall be fly ash. In addition, the minimum or maximum combination of a portland cement and a cementitious material shall be according to the AASHTO M specification. The cementitious material shall be according to Articles 1010.01, 1010.03, 1014.01, 1014.02, 1015.01, 1015.02, 1016.01 and 1016.02.

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. Products produced on or after July 1, 1999, will be accepted only if produced according to the Department's current "Quality Control/Quality Assurance Program for Precast Concrete Products".

Adjusting Frames and Grates

Effective: August 1, 2001 Revised: November 1, 2001

Add the following to Article 602.02 of the Standard Specifications:

- - Note 2. HDPE plastic adjusting rings may be used to adjust the frames and grates of drainage and utility structures up to a maximum of 75 mm (3 in.). They shall be installed and sealed underneath the frames according to the manufacturer's specifications.

HDPE plastic adjusting rings shall be manufactured from Class B HDPE plastic, as identified in ASTM D 1248, using the injection molding process. They shall be designed and tested to meet or exceed an HS25 wheel load according to the AASHTO Standard Specifications for Highway Bridges and shall be stabilized against the effects of ultra violet light.

Recycled material may be used. If recycled material is used, only polyethylene and less than two percent polypropylene will be allowed in the reclaim process. All feed stock shall be tested by the manufacturer on a procurement/production batch basis to verify the following property values:

Physical Property	Test Standard	Value
Melt Flow Index	ASTM D 1238	0.30 to 30.0 g/10 min (0.01 to 1.06 oz/10 min)
Specific Gravity	ASTM D 792	0.84 to 0.98
Tensile Strength, Yield	ASTM D 638	13,800 kPa (2000 psi) minimum

HDPE plastic adjusting rings shall have no void areas, cracks, or tears, and have no effects due to exposure to ultraviolet light. Ripples or sags are limited to less than ten percent of the surface. The actual diameter or length shall not vary more than 3 mm (0.125 in.) from the specified diameter or length. Variations in height are limited to \pm 1.6 mm (0.063 in.) for parts up to 50 mm (2 in.) or \pm 3 mm (0.125 in.) for parts from 50 mm (2 in.) to 75 mm (3 in.). Variations shall not exceed 6 mm (0.25 in.) from flat (dish, bow or convoluting edge) or 3 mm (0.125 in.) for bulges or dips in the surface.

Note 3. Riser rings fabricated from recycled rubber may be used to adjust the frames and grates of drainage and utility structures up to a maximum of 50 mm (2 in.). They shall be installed and sealed underneath the frames according to the manufacturer's specifications.

Recycled rubber products shall consist of no less than 80 percent by weight recycled rubber. The riser shall meet or exceed the following when maintained at $23 \pm 2^{\circ}$ C (73 \pm 3°F) for at least 24 hours prior to and during testing.

Physical Property	Test Standard	Value
Density	ASTM C 642-90	1.10 ± 0.034 g/cu cm (68.63 ± 2.11 lb/cu ft)
Durometer Hardness	ASTM D 2240-97 Shore A	72 ± 6 ¹
Compression Deformation under 1000 kPa (145 psi)	ASTM D 575 –Test Method B Test of Specified Force	9 ± 4 %
Compression Set	ASTM D 395 – Illinois Modified Test Method B Compression Set under Constant Deflection in Air	5 ± 3 % ²
Weathering (70 hrs at 70 °C (158 °F)) Hardness retained	ASTM D 573	98 %, minimum
Freeze/thaw when exposed to deicing chemicals	ASTM C 672-91	3 % loss, maximum

¹Average of three tests over a 28 mm (1.12 in.) diameter sample.

Recycled rubber adjusting rings shall have no void areas, cracks, or tears, and have no effects due to exposure to ultraviolet light. The actual diameter or length shall not vary more than 3 mm (0.125 in.) from the specified diameter or length. Variations in height are limited to \pm 1.6 mm (0.063 in.) for parts up to 50 mm (2 in.)."

Revise Article 603.08 of the Standard Specifications to read:

"603.08 Adjusting Rings. As an option to Articles 603.03 through 603.07, the adjustment of frames and grates may be accomplished through the use of adjusting rings that fit on top of the frame. These adjusting rings shall be fabricated as a one-piece assembly from gray iron, ductile iron or structural steel. They shall provide a structural capacity equal to or greater than the existing frame and shall not affect the opening size or surface appearance. The rings shall have a device for positively positioning and fastening the ring to the existing frame to prevent movement under traffic."

² Samples compressed to 75 percent of initial height.

Flagger Vests

Effective: April 1, 2003

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 107-1999 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. The flagger station shall be lit by additional overhead lighting other than streetlights. The flagger shall be equipped with a fluorescent orange or fluorescent orange and fluorescent yellow/green garment meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments."

Working Days

Effective: January 1, 2002

The Contractor shall complete the work within $\underline{\hspace{1em}\kappa\hspace{1em}}$ working days.

*. Completion date is October 31, 2005.

Freeze-Thaw Rating

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."

Traffic Structures

Effective: November 1, 2002

Add the following sentence to the end of the first paragraph of Article 1069.01(a)(1) of the Standard Specifications:

"Light poles shall be designed for 145 km/hr (90 mph) wind velocity and a minimum design life of 50 years."

Add the following sentence to the end of the third paragraph of Article 1069.04(a) of the Standard Specifications:

"Light towers shall be designed for 145 km/hr (90 mph) wind velocity and a minimum design life of 50 years."

Revise the last sentence of the first paragraph of Article 1077.03(a)(1) of the Standard Specifications to read:

"The design shall be according to AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 1994 Edition for 130 km/hr (80 mph) wind velocity. However the arm-to-pole connection shall be according to the "ring plate" detail as shown in Figure 11-1(f) of the 2002 Interim, to the AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 2001 4th Edition."

Temporary Erosion Control

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."

Underdrain Operations

Effective: November 1, 2002

Underdrain operations shall be completed prior to weekend periods. Should delays of any type or for any reason prevent the completion of the work, the underdrain trenches shall be temporarily backfilled. Material able to support the average daily traffic and meeting the approval of the Engineer shall be used for the temporary backfill. The cost of furnishing, placing, maintaining, removing and disposing of the temporary work, including traffic control, shall be the responsibility of the Contractor.

Work Zone Traffic Control Devices

Effective: January 1, 2003 Revised: April 1, 2003

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 Test Level 3.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals and area lighting supports. Currently, there is no implementation date set 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.

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.

Fluorescent Orange Sheeting on Drums

Effective: November 1, 2000 Revised: January 1, 2003

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."

Concrete Admixtures

Effective: January 1, 2003 Revised: January 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. The Engineer may order or permit the use of a retarding or water-reducing admixture whenever the Engineer considers it appropriate.

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. In all cases, 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. The report shall also include water contents and results of set time tests according to AASHTO T 197 that were conducted on both a test and reference concrete, using cement from the source that is used as a standard by the Bureau of Materials and Physical Research. 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.

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).

The manufacturer shall submit certification, both initially and annually thereafter, giving 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 initial and annual certifications shall further state that all admixtures, except chloride-based accelerators, shall contain no more than 0.3 percent chloride by mass. The initial submittal shall also include an infrared spectrophotometer trace no more than five years old.

Annual re-submittals will be required and shall include certification that no changes have been made in the formulation since it was initially approved. The certification shall state that the admixture is the same as previously approved, and the Engineer may conduct such tests as deemed desirable to check the properties of the material before re-approval is granted.

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 that is accredited by AASHTO Accreditation Program.

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)"

Portland Cement Concrete

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"."

Personal Protective Equipment

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.

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 word performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 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.

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:
 - "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."
- 2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

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agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

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
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

the SHA and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
 - a. The records kept by the contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project:
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
- (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
- (2) the additional classification is utilized in the area by the construction industry:
- (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federallyassisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

- 2. Payrolls and Payroll Records:
 - a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
 - b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all suncontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
- (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in he contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted form the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

- 2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- 3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible,""lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tie participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief. that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at http://www.dot.state.il.us/desenv/delett.html.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at http://www.dot.state.il.us/desenv/subsc.html.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.

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