

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

59

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting January 19, 2007

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

NOTICE TO PROSPECTIVE BIDDERS

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

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 83880
LAKE County
Section 01-00168-06-BT
Route FAU 177 (Monaville Road)
Project HD-8003(695)
District 1 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

INSTRUCTIONS

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

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

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

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

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

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 CD-ROMS	217/782-7806

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 83880
LAKE County
Section 01-00168-06-BT
Project HD-8003(695)
Route FAU 177 (Monaville Road)
District 1 Construction Funds**

0.245 mile bituminous bike path, cast-in-place PCC bike path underpass beneath Monaville Road, sanitary and storm sewer construction and landscaping along Monaville Road at the Grant Woods Forest Preserve in Grant Township.

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

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.

4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

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

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

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

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

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

The proposal guaranty check will be found in the proposal for:

Item _____

Section No. _____

County _____

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

STATE JOB # - C-91-031-07
 PPS NBR - 1-20251-0000

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 83880

ECMS002 DTGECM03 ECMR003 PAGE 1
 RUN DATE - 11/20/06
 RUN TIME - 183527

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE		
LAKE	097	01	01-00168-06-BT	HD-8003/695/000	FAU 177		
ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	CENTS	TOTAL PRICE DOLLARS	CTS
XX000503	SPLIT RAIL FENCE	FOOT	200.000 X	=			
XX001249	ORNAMENTAL FENCE	FOOT	217.000 X	=			
XX004205	OUTSIDE DROP CONN	EACH	1.000 X	=			
XX006336	AGG SHLDRS TA (SPL)	TON	103.000 X	=			
XX006522	FURNISH WITNESS POST	EACH	8.000 X	=			
XX006780	TEMP PIPE CULVERT 12	FOOT	24.000 X	=			
XX006781	MAINT EX SAN SEW FLOW	EACH	1.000 X	=			
X0321620	SAN SEW REMOV 21	FOOT	86.000 X	=			
X0322118	REM CON FLAR END SEC	EACH	4.000 X	=			
X0322256	TEMP INFO SIGNING	SQ FT	84.000 X	=			
X0350810	BOLLARD REMOVAL	EACH	2.000 X	=			
X2800105	TEMP DITCH CK UF/GEO	EACH	36.000 X	=			
X2800500	INLET PROTECTION SPL	EACH	9.000 X	=			
X6700405	ENGR FLD OFF A MOD	CAL MO	7.000 X	=			
Z0001050	AGG SUBGRADE 12	SQ YD	636.000 X	=			

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000	=			
Z0022800	FENCE REMOVAL	FOOT	1,320.000	=			
Z0057400	SAN SEW 21	FOOT	319.000	=			
Z0076600	TRAINEES	HOUR	500.000	=	0.80	400.00	
20100110	TREE REMOV 6-15	UNIT	243.000	=			
20100210	TREE REMOV OVER 15	UNIT	32.000	=			
20101100	TREE TRUNK PROTECTION	EACH	26.000	=			
20101200	TREE ROOT PRUNING	EACH	26.000	=			
20101300	TREE PRUN 1-10	EACH	10.000	=			
20101350	TREE PRUN OVER 10	EACH	10.000	=			
20200100	EARTH EXCAVATION	CU YD	20,365.000	=			
20700400	POROUS GRAN EMB SPEC	CU YD	616.000	=			
20700420	POROUS GRAN EMB SUBGR	CU YD	30.000	=			
20800150	TRENCH BACKFILL	CU YD	77.000	=			
21001000	GEOTECH FAB F/GR STAB	SQ YD	636.000	=			

FAU 177
01-00168-06-BT
LAKE

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 83880

ECMS002 DTGECM03 ECMR003 PAGE 3
RUN DATE - 11/20/06
RUN TIME - 183527

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
21101615	TOPSOIL F & P 4	SQ YD	11,161.000	=			
21300010	EXPLDR TRENCH SPL	FOOT	50.000	=			
25000200	SEEDING CL 2	ACRE	0.300	=			
25000310	SEEDING CL 4	ACRE	1.500	=			
25000400	NITROGEN FERT NUTR	POUND	200.000	=			
25000600	POTASSIUM FERT NUTR	POUND	200.000	=			
25100630	EROSION CONTR BLANKET	SQ YD	19,422.000	=			
25200100	SODDING	SQ YD	2,900.000	=			
25200200	SUPPLE WATERING	UNIT	30.000	=			
28000250	TEMP EROS CONTR SEED	POUND	231.000	=			
28000400	PERIMETER EROS BAR	FOOT	1,370.000	=			
28100103	STONE RIPRAP CL A2	SQ YD	3.000	=			
35100100	AGG BASE CSE A	TON	525.000	=			
40200500	AGG SURF CSE A 6	SQ YD	981.000	=			
40200700	AGG SURF CSE A 8	SQ YD	589.000	=			

FAU 177
01-00168-06-BT
LAKE

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 83880

ECMS002 DTGECM03 ECMR003 PAGE 4
RUN DATE - 11/20/06
RUN TIME - 183527

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
40600100	BIT MATLS PR CT	GALLON	280.000	=		
40603310	HMA SC "C" N50	TON	272.000	=		
40701921	HMA PAVT FD 12	SQ YD	587.000	=		
44000100	PAVEMENT REM	SQ YD	661.000	=		
50200100	STRUCTURE EXCAVATION	CU YD	4,165.000	=		
50300225	CONC STRUCT	CU YD	612.600	=		
50300254	RUBBED FINISH	SQ FT	3,776.000	=		
50300510	RUSTICATION FINISH	SQ FT	3,382.000	=		
50800205	REINF BARS, EPOXY CTD	POUND	101,580.000	=		
50901760	PIPE HANDRAIL	FOOT	176.000	=		
51500100	NAME PLATES	EACH	1.000	=		
54213657	PRC FLAR END SEC 12	EACH	5.000	=		
54213660	PRC FLAR END SEC 15	EACH	3.000	=		
54244405	FL INLT BX MED 542546	EACH	4.000	=		
550A0050	STORM SEW CL A 1 12	FOOT	98.000	=		

FAU 177
01-00168-06-BT
LAKE

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 83880

ECMS002 DTGECM03 ECMR003 PAGE 5
RUN DATE - 11/20/06
RUN TIME - 183527

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
550A0070	STORM SEW CL A 1 15	FOOT	52.000	=		
550A0960	STORM SEW CL A 4 15	FOOT	110.000	=		
55100500	STORM SEWER REM 12	FOOT	43.000	=		
55100700	STORM SEWER REM 15	FOOT	62.000	=		
58000100	MEMBRANE WATERPROOF	SQ FT	2,277.000	=		
59100100	GEOCOMPOSITE WALL DR	SQ YD	410.000	=		
59300100	CONTR LOW-STRENG MATL	CU YD	36.000	=		
60100060	CONC HDWL FOR P DRAIN	EACH	1.000	=		
60100905	PIPE DRAINS 4	FOOT	100.000	=		
60100915	PIPE DRAINS 6	FOOT	115.000	=		
60107700	PIPE UNDERDRAINS 6	FOOT	345.000	=		
60228120	MAN SAN 5 DIA T1F CL	EACH	3.000	=		
60500040	REMOV MANHOLES	EACH	2.000	=		
66400305	CH LK FENCE 6	FOOT	1,380.000	=		
66403500	CH LK GATE 6X12 SINGL	EACH	1.000	=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
67100100	MOBILIZATION	L SUM	1.000	=		=	
70101700	TRAF CONT & PROT	L SUM	1.000	=		=	
78000200	THPL PVT MK LINE 4	FOOT	275.000	=		=	
78000300	THPL PVT MK LINE 5	FOOT	440.000	=		=	
TOTAL				\$			

NOTE:

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

RETURN WITH BID

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

I. GENERAL

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

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

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

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

RETURN WITH BID

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

RETURN WITH BID

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

C. Educational Loan

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

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

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

D. Bid-Rigging/Bid Rotating

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

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

RETURN WITH BID

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

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

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

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

E. International Anti-Boycott

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

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

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

F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. ADDENDA

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

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

CERTIFICATION STATEMENT

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

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES ___ NO ___
3. Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ___ NO ___
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES ___ NO ___
(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

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

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

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

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

D. Bidders Submitting More Than One Bid

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

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

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information)

NAME: _____

ADDRESS _____

Type of ownership/distributable income share:

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

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

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

Yes ___ No ___

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

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

RETURN WITH BID/OFFER

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

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

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

Yes ___ No ___

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

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

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

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

RETURN WITH BID/OFFER

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

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

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

APPLICABLE STATEMENT

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

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

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

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

NOT APPLICABLE STATEMENT

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

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

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date _____

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)	

Title of Authorized Representative (type or print)	
_____	_____
Signature of Authorized Representative	Date

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 83880
LAKE County
Section 01-00168-06-BT
Project HD-8003(695)
Route FAU 177 (Monaville Road)
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.

Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 83880
LAKE County
Section 01-00168-06-BT
Project HD-8003(695)
Route FAU 177 (Monaville Road)
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

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

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

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

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

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

Attest _____
Signature _____
Business Address _____

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

RETURN WITH BID



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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

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

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

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

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

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

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

My commission expires Notary Public

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

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 83880
LAKE County
Section 01-00168-06-BT
Project HD-8003(695)
Route FAU 177 (Monaville Road)
District 1 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., January 19, 2007. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 83880
LAKE County
Section 01-00168-06-BT
Project HD-8003(695)
Route FAU 177 (Monaville Road)
District 1 Construction Funds**

0.245 mile bituminous bike path, cast-in-place PCC bike path underpass beneath Monaville Road, sanitary and storm sewer construction and landscaping along Monaville Road at the Grant Woods Forest Preserve in Grant Township.

- 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)

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2007

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

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	X Additional State Requirements For Federal-Aid Construction Contracts (Eff. 2-1-69) (Rev. 1-1-07).....	1
2	X Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	3
3	X EEO (Eff. 7-21-78) (Rev. 11-18-80)	4
4	Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	14
5	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07).....	19
6	Reserved.....	24
7	X National Pollutant Discharge Elimination System Permit (Eff. 7-1-94) (Rev. 1-1-03).....	25
8	Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98).....	26
9	Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07).....	27
10	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	30
11	Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07).....	33
12	Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07).....	35
13	Hot-Mix Asphalt Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 1-1-07)	39
14	Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-07)	41
15	PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	42
16	Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07).....	44
17	Polymer Concrete (Eff. 8-1-95) (Rev. 3-1-05)	45
18	PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	47
19	X Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	48
20	Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97).....	49
21	Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)	53
22	Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07).....	55
23	Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	57
24	Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07).....	59
25	Night Time Inspection of Roadway Lighting (Eff. 5-1-96).....	60
26	English Substitution of Metric Bolts (Eff. 7-1-96).....	61
27	English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	62
28	Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01).....	63
29	Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 1-1-04).....	64
30	Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 1-1-04)	70
31	X Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-07)	78
LRS 1	Reserved	91
LRS 2	<input type="checkbox"/> Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07)	92
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-07).....	93
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones (Eff. 1-1-99) (Rev. 1-1-07).....	94
LRS 5	<input type="checkbox"/> Contract Claims (Eff. 1-1-02) (Rev. 1-1-07).....	95
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02).....	96
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-03).....	102
LRS 8	<input type="checkbox"/> Failure to Complete the Work on Time (Eff. 1-1-99)	108
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments (Eff. 1-1-99)	109
LRS 10	<input type="checkbox"/> Reflective Sheeting Type C (Eff. 1-1-99) (Rev. 1-1-02)	110
LRS 11	<input type="checkbox"/> Employment Practices (Eff. 1-1-99)	111
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 1-1-06).....	113
LRS 13	<input type="checkbox"/> Selection of Labor (Eff. 1-1-99)	114
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-07).....	115
LRS 15	<input type="checkbox"/> Partial Payments (Eff. 1-1-07)	118

<u>TITLE</u>	<u>PAGE</u>
<i>Index</i>	1-2
Definitions	3
Location of Improvement	3
Description of Improvement	4
Construction Safety and Health Standards	4
Control of Work & Prosecution and Progress	4
Completion Date	4
Calendar Days and Road Closure Time	4
Failure to Reopen Closed Roads on Time	5
Order of Construction Operations	5
Insurance	5
Pavement Marking Paint	9
Hubs and Lath	9
Existing Utilities	9
Status of Utilities to be Adjusted	10
Protection of Existing Drainage Facilities During Construction	10
Protection of Trees and Shrubs	11
Maintenance of Roadway	11
Public Safety and Convenience	11
Responsibility for Vandalism	12
Construction Debris	12
Saw Cutting	12
Tree Removal	12
Tree Trunk Protection	13
Tree Root Pruning	13
Earth Excavation	13
Porous Granular Embankment, Special	14
Porous Granular Embankment, Subgrade	14
Trench Backfill	15
Topsoil Furnish and Place, 4"	15
Exploration Trench, Special	16
Erosion Control Blanket	16
Seeding and Sodding	17
Perimeter Erosion Barrier	17
Erosion and Sediment Control	17
Aggregate Base Course, Type A	19
Aggregate Surface Course, Type A	19
Bituminous Materials (Prime Coat)	20
Rustication Finish	21
Pipe Handrail	25

FAU 0177 (Monaville Road)
 Section 01-00168-06-BT
 Project No. HD-8003(659)
 Lake County

Pipe Drains	25
Pipe Underdrains, 6"	25
Sanitary Manholes	26
Aggregate Subgrade, 12"	27
Construction Layout	28
Fence Removal	30
Sanitary Sewer, 21"	31
Split Rail Fence	32
Ornamental Fence	33
Outside Drop Connection	36
Aggregate Shoulders, Type A (Special)	36
Furnish Witness Post	36
Sanitary Sewer Removal	40
Remove Concrete Flared End Section	40
Bollard Removal	40
Temporary Ditch Check, Urethane Foam / Geotextile	40
Inlet Protection, Special	41
Engineer's Field Office, Type A (Modified)	42
Temporary Pipe Culvert	43
Maintain Existing Sanitary Sewer Flow	44
Traffic Control Plan	44
Traffic Control and Protection	45
National Pollution Discharge Elimination System Water Permit	61
Soils Reports	78
HMA FIELD VMA	86a.

INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

<u>LR#</u>	<u>Title (Effective Date) (Revision Date)</u>	<u>Page #</u>
LR SD 12	"Slab Movement Detection Device" (Eff. 11-1-84) (Rev. 1-1-07).....	
LR SD 13	"Required Cold Milled Surface Texture" (Eff. 11-1-87) (Rev. 1-1-07).....	
LR SD 631	"Traffic Barrier Terminal Type 5A" (Eff. 1-1-07). Developed to keep the Traffic Barrier Terminal Type 5A as an option for local agencies.	
LR 102	"Protests on Local Lettings" (Eff. 1-1-07). Developed to allow local agencies to adopt the department's interested party protest procedures outlined in Title 44 of the IL Administrative Code.	
LR 105	X "Cooperation with Utilities" (Eff 1/1/99) (Rev 1/1/07). Formerly issued as LRS 1 and was reissued as an LR Contract Special Provision based on industry concerns discussed at the Joint Coop.	87
LR 107-1	"Nationwide Permit No. 14" (Eff. 2-1-04) (Rev. 3-1-05). Developed to outline the necessary requirements to comply with No. 14 permits.	
LR 107-2	"Railroad Protective Liability Insurance for Local Lettings" (Eff. 3-1-05) (Rev 1-1-06). Developed to require insurance policies to be submitted to the letting agency rather than the department.	
LR 107-3	"Disadvantaged Business Enterprise Participation" (Eff. 1-1-07). Developed to require DBE utilization plans to be submitted to the local agency.	
LR 108	"Combination Bids (Eff. 1-1-94) (Rev. 3-1-05). Developed to allow the revision of working days and calendar days. Revised to incorporate applicable portions of deleted Sections 102 & 103.	
LR 109	"Contract Claims" (Eff. 1-1-02) (Rev. 5-1-02). Developed to assist local agencies in handling contract claims. ...	
LR 212	"Shaping Roadway" (Eff. 8-1-69) (Rev. 1-1-02).	
LR 355-1	"Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10-1-73) (Rev. 1-1-07)	
LR 355-2	"Asphalt Stabilized Base Course, Plant Mix" (Eff. 2-20-63) (Rev. 1-1-07)	
LR 400	"Bituminous Treated Earth Surface (Eff. 1-1-07). Developed since Section 401 was eliminated from the 2007 Standard Specifications.	
LR 402	"Salt Stabilized Surface Course" (Eff. 2-20-63) (Rev. 1-1-07)	
LR 403-2	Bituminous Hot Mix Sand Seal Coat" (Eff. 8-1-69) (Rev. 1-1-07)	
LR 420	"PCC Pavement (Special)" (Eff. 5-12-64) (Rev. 1-1-07). Developed to allow local agencies to construct quality PCC pavements for low volume roads.	
LR 442	"Bituminous Patching Mixtures for Maintenance Use" (Eff 1-1-04). Developed to reference approved bituminous patching mixtures.	
LR 451	"Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10-1-91) (Rev. 1-1-07)	
LR 503-1	"Furnishing Class SI Concrete" (Eff. 10-1-73) (Rev. 1-1-02)	
LR 503-2	"Furnishing Class SI Concrete (Short Load)" (Eff. 1-1-89) (Rev. 1-1-02). Developed to allow a load charge to be added when short loads are expected during the contract.	
LR 542	"Pipe Culverts, Type _____ (Furnished)" (Eff. 9-1-64) (Rev. 1-1-07)	
LR 663	"Calcium Chloride Applied" (Eff. 6-1-58) (Rev. 1-1-07)	
LR 702	"Construction and Maintenance Signs" (Eff 1-1-04) (Rev 1-1-07). Developed to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs.	
LR 1004	"Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1-1-02) (Rev 1-1-07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt.	
LR 1013	"Rock Salt (Sodium Chloride)" (Eff. 8-1-69) (Rev. 1-1-02)	
LR 1032-1	"Penetrating Emulsions" (Eff. 1-1-07). Developed to combine Penetrating Emulsified Asphalt and Penetrating Emulsified Prime into a single special provision.	
LR 1032-2	"Multigrade Cold Mix Asphalt" (Eff. 1-1-07). Developed to provide the material specification for Multigrade cold mix asphalt.	
LR 1102	"Road Mix or Traveling Plan-Mix Equipment" (Eff. 1-1-07). Developed to replace road mix and traveling plant mix bituminous equipment that was eliminated from the Standard Specifications.	

BDE SPECIAL PROVISIONS
For the January 19 and March 9, 2007 Lettings

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

File Name	Pg#	Special Provision Title	Effective	Revised
* 80099		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80108		Asbestos Bearing Pad Removal	Nov. 1, 2003	
* 72541		Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal (NOTE: This special provision was previously named "Asbestos Waterproofing Membrane and Asbestos Bituminous Concrete Surface Removal.")	June 1, 1989	Jan. 2, 2007
* 50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
* 50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
* 50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
* 50531		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Jan. 1, 2007
* 80166	90	X Cement	Jan. 1, 2007	
* 80029	93	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2007
* 80167		Electrical Service Installation – Traffic Signals	Jan. 1, 2007	
* 80168	101	X Errata for the 2007 Standard Specifications	Jan. 1, 2007	
* 80169		High Tension Cable Median Barrier	Jan. 1, 2007	
* 80142	103	X Hot-Mix Asphalt Equipment, Spreading and Finishing Machine (NOTE: This special provision was previously named "Bituminous Equipment, Spreading and Finishing Machine")	Jan. 1, 2005	Jan. 1, 2007
* 80136		Hot-Mix Asphalt Mixture IL-4.75 (NOTE: This special provision was previously named "Superpave Bituminous Concrete Mixture IL-4.75")	Nov. 1, 2004	Jan. 1, 2007
* 80109		Impact Attenuators	Nov. 1, 2003	Jan. 1, 2007
* 80110		Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
* 80045		Material Transfer Device	June 15, 1999	Jan. 1, 2007
* 80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2007
80082		Multilane Pavement Patching	Nov. 1, 2002	
* 80129		Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
* 80069		Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2007
80022	104	X Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80148		Planting Woody Plants	Jan. 1, 2006	
* 80134		Plastic Blockouts for Guardrail	Nov. 1, 2004	Jan. 1, 2007
* 80119		Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2007
* 80170		Portland Cement Concrete Plants	Jan. 1, 2007	
* 80171	106	X Precast Handling Holes	Jan. 1, 2007	
80015		Public Convenience and Safety	Jan. 1, 2000	
34261		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157		Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80172	108	X Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Jan. 2, 2007
* 80160		Reflective Crack Control Treatment	April 1, 2006	Jan. 1, 2007
* 80151	113	X Reinforcement Bars	Nov. 1, 2005	Jan. 1, 2007
* 80164		Removal and Disposal of Regulated Substances	Aug. 1, 2006	Jan. 1, 2007
* 80131	115	X Seeding (NOTE: This special provision was previously named "Seeding and Sodding")	July 1, 2004	Jan. 1, 2007
* 80152	117	X Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2007
* 80132	122	X Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007

File Name	Pg#		Special Provision Title	Effective	Revised
80127			Steel Cost Adjustment	April 2, 2004	Jan. 1, 2007
80153			Steel Plate Beam Guardrail	Nov. 1, 2005	Jan. 1, 2007
80143	124	X	Subcontractor Mobilization Payments	April 2, 2005	
80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80087	125	X	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2007
80161			Traffic Signal Grounding	April 1, 2006	Jan. 1, 2007
20338	126	X	Training Special Provisions	Oct. 15, 1975	
80154			Turf Reinforcement Mat	Nov. 1, 2005	Jan. 1, 2007
80162			Uninterruptable Power Supply (UPS)	April 1, 2006	Jan. 1, 2007
80149			Variable Spaced Tinting	Aug. 1, 2005	Jan. 1, 2007
80163			Water Blaster with Vacuum Recovery	April 1, 2006	Jan. 1, 2007
80071	129	X	Working Days	Jan. 1, 2002	

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

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

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

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

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

File Name	Special Provision Title	New Location	Effective	Revised
80156	Aggregate Shipping Tickets	Articles 1003.01(f), 1004.01(f) & 1005.01(d)	Jan. 1, 2006	
80128	Authority of Railroad Engineer	Article 105.02	July 1, 2004	
80065	Bituminous Base Course/Widening Superpave	Sections 355, 356, 1030 & 1102	April 1, 2002	Aug. 1, 2005
80050	Bituminous Concrete Surface Course	Article 406.13(b)	April 1, 2001	April 1, 2003
80066	Bridge Deck Construction	Sections 503, 1004, 1020 & 1103	April 1, 2002	April 1, 2004
80118	Butt Joints	Article 406.08	April 1, 2004	April 1, 2005
80031	Calcium Chloride Accelerator for Portland Cement Concrete Patching	Recurring # 28	Jan. 1, 2001	
80077	Chair Supports	Article 421.04(a)	Nov. 1, 2002	Nov. 2, 2002
80051	Coarse Aggregate for Trench Backfill, Backfill and Bedding	Sections 208, 542, 550, 1003 & 1004	April 1, 2001	Nov. 1, 2003
80094	Concrete Admixtures	Article 1020.05(b) & Section 1021	Jan. 1, 2003	July 1, 2004
80112	Concrete Barrier	Section 637	Jan. 1, 2004	April 2, 2004
80102	Corrugated Metal Pipe Culverts	Articles 542.04(d), 1006.01(a)(4) & 1006.03(d)	Aug. 1, 2003	July 1, 2004
80114	Curing and Protection of Concrete Construction	Sections 503, 1020 & 1022	Jan. 1, 2004	Nov. 1, 2005
80146	Detectable Warnings	Section 424	Aug. 1, 2005	
80144	Elastomeric Bearings	Section 1083	April 1, 2005	
31578	Epoxy Coating on Reinforcement	Sections 420, 483 & 606	April 1, 1997	Jan. 1, 2003
80041	Epoxy Pavement Marking	Article 1095.04	Jan. 1, 2001	Aug. 1, 2003
80055	Erosion and Sediment Control Deficiency Deduction	Article 105.03(a)	Aug. 1, 2001	Nov. 1, 2001
80103	Expansion Joints	Article 420.05(d)	Aug. 1, 2003	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80101	Flagger Vests	Article 701.13	April 1, 2003	Jan. 1, 2006
80079	Freeze-Thaw Rating	Article 1004.02(f)	Nov. 1, 2002	
80072	Furnished Excavation	Section 204	Aug. 1, 2002	Nov. 1, 2004
80054	Hand Vibrator	Article 1103.17(a)	Nov. 1, 2003	
80147	Illuminated Sign	Sections 801, 891 & 1084	Aug. 1, 2005	
80104	Inlet Filters	Section 280 & Article 1081.15(h)	Aug. 1, 2003	
80080	Insertion Lining of Pipe Culverts	Section 543 & Article 1040.04	Nov. 1, 2002	Aug. 1, 2003
80150	Light Emitting Diode (LED) Pedestrian Signal Head	Sections 801, 881, & 1078	Nov. 1, 2005	April 1, 2006
80067	Light Emitting Diode (LED) Signal Head	Sections 801, 880 & 1078	April 1, 2002	Nov. 1, 2005
80081	Lime Gradation Requirements	Article 1012.03	Nov. 1, 2002	
80133	Lime Stabilized Soil Mixture	Section 310	Nov. 1, 2004	April 1, 2006
80158	Manholes	Article 1042.10	April 1, 2006	
80137	Minimum Lane Width with Lane Closure	Article 701.06	Jan. 1, 2005	
80138	Mulching Seeded Areas	Section 251 & Article 1081.06(a)(4)	Jan. 1, 2005	
80116	Partial Payments	Article 109.07	Sept. 1, 2003	
80013	Pavement and Shoulder Resurfacing	Recurring # 14	Feb. 1, 2000	July 1, 2004
53600	Pavement Thickness Determination for Payment	Articles 407.03, 407.10, 420.03, 420.15 & 421.04	April 1, 1999	Jan. 1, 2004
80155	Payrolls and Payroll Records	Recurring #1 & #5	Aug. 10, 2005	
80130	Personal Protective Equipment	Article 701.12	July 1, 2004	
80073	Polymer Modified Emulsified Asphalt	Article 1032.06	Nov. 1, 2002	
80124	Portable Changeable Message Signs	Articles 701.15(j), 701.20(h) & 1106.02(j)	Nov. 1, 1993	April 2, 2004
80083	Portland Cement Concrete	Articles 1103.01 & 1103.02	Nov. 1, 2002	
80036	Portland Cement Concrete Patching	Sections 442, 701, 1013 & 1020	Jan. 1, 2001	Jan. 1, 2004
419	Precast Concrete Products	Sections 540, 1020 & 1042	July 1, 1999	Nov. 1, 2004
80084	Preformed Recycled Rubber Joint Filler	Articles 503.02, 637.02 & 1051.10	Nov. 1, 2002	
80121	PVC Pipeliner	Recurring # 18	April 1, 2004	April 1, 2005
80159	Railroad Flaggers	Article 107.12	April 1, 2006	
80122	Railroad, Full-Actuated Controller and Cabinet	Articles 857.04, 1073.01(c)(2) & 1074.03(a)(5)e.	April 1, 2004	
80105	Raised Reflective Pavement Markers (Bridge)	Articles 781.03(a), 781.05 & 1096.01(b)	Aug. 1, 2003	
80011	RAP for Use in Bituminous Concrete Mixtures	Sections 1030 & 1031	Jan. 1, 2000	April 1, 2002
80032	Remove and Re-Erect Steel Plate Beam Guardrail and Traffic Barrier Terminals	Section 633	Jan. 1, 2001	Jan. 1, 2005
80085	Sealing Abandoned Water Wells	Section 672	Nov. 1, 2002	
80096	Shoulder Rumble Strips	Section 642	Jan. 1, 2003	
80140	Shoulder Stabilization at Guardrail	Article 630.06	Jan. 1, 2005	
80135	Soil Modification	Section 302	Nov. 1, 2004	April 1, 2006
80070	Stabilized Subbase and Bituminous Shoulders Superpave	Sections 312, 482, 1030 & 1102	April 1, 2002	Aug. 1, 2005
80086	Subgrade Preparation	Section 301	Nov. 1, 2002	
80010	Superpave Bituminous Concrete Mixtures	Sections 406, 407 & 1030	Jan. 1, 2000	April 1, 2004
80039	Superpave Bituminous Concrete Mixtures (Low ESAL)	Sections 406, 407 & 1030	Jan. 1, 2001	April 1, 2004
80092	Temporary Concrete Barrier	Section 704	Oct. 1, 2002	Nov. 1, 2003
80008	Temporary Module Glare Screen System	Recurring # 22	Jan. 1, 2000	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80106	Temporary Portable Bridge Traffic Signals	Recurring # 23	Aug. 1, 2003	
80098	Traffic Barrier Terminals	Section 631	Jan. 1, 2003	
57291	Traffic Control Deficiency Deduction	Article 105.03(b)	April 1, 1992	Jan. 1, 2005
80107	Transient Voltage Surge Suppression	Article 1074.03(a)(4)	Aug. 1, 2003	
80123	Truck Bed Release Agent	Article 1030.08	April 1, 2004	
80048	Weight Control Deficiency Deduction	Article 109.01	April 1, 2001	Aug. 1, 2002
80090	Work Zone Public Information Signs	Recurring # 24	Sept. 1, 2002	Jan. 1, 2005
80125	Work Zone Speed Limit Signs	Article 701.14(b)	April 2, 2004	Jan. 1, 2006
80126	Work Zone Traffic Control	Articles 701.19 & 701.20	April 2, 2004	Nov. 1, 2005
80097	Work Zone Traffic Control Devices	Section 701 & Article 1106.02	Jan. 1, 2003	Nov. 1, 2004

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

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

STATE OF ILLINOIS SPECIAL PROVISIONS

The following Special Provisions supplement the specifications listed in the table below, which apply to and govern the proposed improvement designated as Lake County Section 01-00168-06-BT and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

SPECIFICATION	ADOPTED/DATED
Standard Specifications for Road and Bridge Construction	January 1, 2007
Manual on Uniform Traffic Control Devices for Streets and Highways Illinois Supplement	2000 Edition January 2002
Supplemental Specifications and Recurring Special Provisions (indicated on the Check Sheet included herein)	January 1, 2007
Standard Specifications for Water & Sewer main Construction in Illinois	Current edition

DEFINITIONS

Throughout these Special Provisions the following definitions shall apply:

"Village" - Village of Lake Villa

"Lake County" - Lake County Division of Transportation

"Department" - Illinois Department of Transportation

"Engineer" - Resident Engineer

LOCATION OF IMPROVEMENT

This improvement is located in the Village of Lake Villa, Lake County, IL along Monaville Road (County Highway 55). The improvements along Monaville Road extend from 100 feet west of the existing bike path crossing to 120 feet east of the bike path crossing, for a total length of 220 feet. The improvements along the bike path extend from 760.6 feet south of Monaville Road to 484.4 feet north of Monaville Road for a total length of 1,295 feet.

DESCRIPTION OF IMPROVEMENT

Improvements shall consist of the construction of a temporary aggregate bike path, permanent bituminous bike path, cast-in-place p.c.c. bike path underpass beneath Monaville Road, pavement removal and replacement, sanitary and storm sewer construction, landscape restoration and all other work as described in the plans and these special provisions.

CONSTRUCTION SAFETY AND HEALTH STANDARDS

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

CONTROL OF WORK & PROSECUTION AND PROGRESS

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

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

COMPLETION DATE

This is a completion date contract. The Contractor shall schedule his operations to complete all work on or before November 1, 2007.

CALENDAR DAYS AND ROAD CLOSURE TIME

The length of the road closure shall be limited to 90 calendar days, and shall not begin before June 19, 2007. Calendar days will not be charged on days that the NICOR work relocating the 4" and 8" gas mains prevents the Contractor from working on the controlling work item. The first calendar day shall be charged when the road is closed to through traffic, regardless as to what time during the day the closure is started. The final calendar day shall be charged when the road is opened to through traffic, regardless as to what time during the day the road is reopened.

FAILURE TO REOPEN CLOSED ROADS ON TIME

The Contractor shall not exceed the closure time specified in this contract. If the Contractor fails to open the road at the time specified, then the Contractor shall be liable for the calendar day amount shown in the schedule of liquidated damages in Article 108.09 of the "Standard Specifications."

Liquidated damages for failure to complete the work on time, and the penalty for deficiency charge as specified in Article 105.03(b) may be assessed in addition to liquidated damages due to failure to reopen a road.

ORDER OF CONSTRUCTION OPERATIONS

The Contractor shall follow the sequencing of construction operations as shown on the plans, unless otherwise approved by the Engineer. NICOR is required to relocate their existing 4" and 8" gas mains for the construction of the underpass structure. The 8" gas main will be shut down within the limits of construction at the beginning of the project. The 4" gas main must remain active. The Contractor shall notify NICOR at least 4 to 6 weeks prior to the time of construction near the 8" gas main so that they can schedule a crew to cut the main in the vicinity of the work. This retirement work will take approximately 5 days to perform the stops and cuts and remove the 8" from the ground from station 22+10 to 24+75. The 8" gas main under the existing pavement will remain abandoned in place. **The 8" gas main can only be cut out of the system during the summer months, typically April through September depending on the weather.**

The Contractor shall grade the project area south of Monaville Road to the lines shown on the cross section sheets. Once this grading is complete NICOR will complete their relocation of the 4" and 8" gas mains. The Contractor shall notify NICOR at least 4 to 6 weeks prior to the time that the grading will be completed. NICOR has estimated that the relocation of the gas mains will require 4 weeks. During this time, the Contractor and NICOR will be working on site at the same time. The Contractor will not be charged calendar days toward the road closure on days that the NICOR work prevents them from working on the controlling work item.

No additional compensation shall be due the Contractor for complying with this special provision.

INSURANCE

Insurance shall be in accordance with Article 107.27 of the Standard Specifications and the following Special Provisions:

1.0 Hold Harmless Clause

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

2.0 Liability Insurance

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

2.1 Commercial General Liability

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

2.2 Worker's Compensation

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

2.3 Employer's Liability

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

2.4 Automobile Liability

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

2.5 Minimum Limits of Liability

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

2.5.1 Commercial General Liability Insurance

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

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

2.5.2 Employers Liability Insurance

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

2.5.3 Automobile Liability

Bodily Injury, Property Damage and Covered Pollution Cost or Expense (Each Occurrence Limit)	\$1,000,000
--	-------------

2.6 Insurance Conditions

Lake County, its agents, officers and employees shall be named as additional insured under ISO (Insurance Services Office) additional insured endorsement CG 20 26,

edition date 10/93 or its equivalent. The Contractor's insurance shall be primary and non-contributory. The contractual liability insurance coverage shall be broad enough to respond to the liability assumed by the Contractor in the Hold Harmless Clause contained herein.

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

2.7 Certificates of Insurance

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

2.7.1 Be provided with a 30 day prior notice, in writing, of Notice of Cancellation, Non-Renewal, or material change specified within an endorsement by the insurance company.

2.7.2 Be provided with certificates of insurance evidencing the endorsement and endorsement as specified above and required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals, replacements and endorsements of said policies of insurance at least 15 days prior to expiration, cancellation or non-renewal of such policies.

2.8 Duration of Coverage

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

2.9 Failure to Comply

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

3.0 Payment

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

PAVEMENT MARKING PAINT

In addition to the requirements of Article 105.09 of the Standard Specifications, the Contractor shall furnish, at their expense, white, pink or purple pavement marking paint in aerosol cans, for use by the Engineer. The Contractor and subcontractors shall only use these same colors for their own markings, therefore, not using J.U.L.I.E. utility colors.

HUBS AND LATH

Hubs and lath furnished by the Contractor will be in accordance with paragraph 105.09 of the Standard Specifications and the following. Hubs shall be 1 3/8" x 7/8" x 18" (actual dimension) furnished in securely banded (on each end) bundles of 25 pieces and lath shall be 1 1/8" x 1/2" x 48" (actual dimension) furnished in securely banded (on each end) bundles of 50 pieces. Material shall be kiln dried Douglas fir, oak or maple and surfaced on the 2 larger sides and without splits, pitch pockets, wane, knots or decayed wood. The tapered end on each hub shall be pencil point tapered. Lath may be saw cut tapered or pencil tapered. The cost shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

EXISTING UTILITIES

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

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

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

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

STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987 Revised: July 1, 1994

Utility companies involved in this project have provided the following estimated dates:

Name of Utility	Type	Location	Estimated Dates for Start and Completion of Relocation or Adjustments
NICOR	4" main relocation	Crossing underpass	During construction
	8" main relocation	Crossing underpass	During construction
ComED	Pole replacement/ switch installation	North of path	Prior to construction
Lake Villa	21" sanitary sewer	Crossing west of underpass	Relocation by Contractor
AT&T	Overhead	North of path	Prior to construction
Comcast	Overhead	North of path	Prior to construction

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

PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

All existing drainage structures are to be kept free of debris resulting from construction operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered as incidental to the contract. Any debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed. Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with Section 602 and Article 104.02 respectively of the "Standard Specifications".

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

directed the replacement of a facility, the necessary work and payment shall be done in accordance with Sections 550 and 601 and Article 104.02 respectively of the "Standard Specifications".

PROTECTION OF TREES AND SHRUBS

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

MAINTENANCE OF ROADWAY

Effective: September 30, 1985

Revised: November 1, 1996

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

If items of work have been provided for in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

PUBLIC SAFETY AND CONVENIENCE

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

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

RESPONSIBILITY FOR VANDALISM

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

CONSTRUCTION DEBRIS

Add the following to the third paragraph of Article 202.03 of the Standard Specifications:

“The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated solid generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years.”

SAW CUTTING

This work shall consist of saw cutting existing pavement to a full depth at locations shown on the plans or as directed by the Engineer. The equipment used for saw cutting shall be as listed in Article 442.03 of the “Standard Specifications”. The saw cut shall yield a workable, neat, straight and perpendicular surface as an edge for new pavement placement. It shall be the Contractor's responsibility to determine the depth and composition of the existing pavement.

Saw cuts required for pavement patching, pavement removal and replacement, butt joints (limits of construction on roads or entrances), or bituminous shoulder removal and replacement shall be paid for as a part of the respective pay item covering removal of the pavement that is to be sawcut.

TREE REMOVAL (6 TO 15 UNITS DIAMETER)
TREE REMOVAL (OVER 15 UNITS DIAMETER)

This work shall be done in accordance with the applicable portions of Section 201 of the "Standard Specifications", and the following. Cut trees and limbs must be disposed of within 5 working days.

This work will be measured and paid for at the contract unit price per unit diameter for TREE REMOVAL (OF THE SIZE RANGE SPECIFIED).

TREE TRUNK PROTECTION

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

TREE ROOT PRUNING

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

TREE ROOT PRUNING will be paid for at the contract unit price per each tree.

EARTH EXCAVATION

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

EARTH EXCAVATION consists of:

1. Excavation of earth and existing granular sub-base to subgrade elevation.
2. Excavation for topsoil placement.
3. Undercutting as determined by the Engineer.
 - a. Removal of existing topsoil under proposed embankment.
 - b. Removal of unsuitable in wet areas.

Disposal of unstable and/or unsuitable material will not be paid for separately but is incidental to and included in the contract unit price for earth excavation.

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

A soil survey and report for bidder's review is included in this specifications document.

An estimated quantity of excavation for undercutting has been included in the quantity of Earth Excavation and is shown on the plans. Undercutting shall only be allowed at the discretion of the Engineer after it is determined that the provision of Section 301 of the "Standard Specifications" will not yield results to allow timely progress on the project.

This work shall be paid for at the contract unit price per cubic yard for EARTH EXCAVATION.

POROUS GRANULAR EMBANKMENT, SPECIAL

Description. This work shall consist of furnishing, and placing porous granular embankment, special material as detailed on the plans, according to Section 207 except as modified herein.

Materials. The gradation of the porous granular material may be any of the following CA 8 thru CA 18, FA 1 thru FA 4, FA 7 thru FA 9, and FA 20 according to Articles 1003 and 1004.

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

POROUS GRANULAR EMBANKMENT, SUBGRADE

The work shall conform to Section 207 of the "Standard Specifications" except that the gradation shall be as follows:

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

Sieve Size	Percent Passing
* 6" (150mm)	90 +/- 10
2" (50mm)	45 +/- 25
#200 (75µm)	5 +/- 5

2. Gravel and Crushed Gravel

Sieve Size	Percent Passing
* 6" (150mm)	90 +/- 10
2" (50mm)	60 +/- 25
#4 (4.75mm)	40 +/- 10
#200 (75µm)	5 +/- 5

* For undercut less than 6" (150mm), sieve size may be 4" (100mm).

Rolling each lift of the porous granular material with a vibratory roller meeting the requirements of Article 1101.01 (g) of the "Standard Specifications" should be sufficient to obtain the desired keying or interlock and necessary compaction. The Engineer shall verify that keying has been obtained.

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

This work shall be paid for at the contract unit price per *CU YD* for POROUS GRANULAR EMBANKMENT, SUBGRADE.

TRENCH BACKFILL

This work shall conform to the requirements of Section 208 of the "Standard Specifications" except that the aggregate may be a local material meeting the approval of the Engineer. The maximum pay width for backfilling storm sewer and culvert trenches shall be the outside diameter of the pipe plus 18 inches for trench depths up to 3 feet, and the outside diameter of the pipe plus 36 inches for trench depths over 3 feet. TRENCH BACKFILL will be paid for at the contract price per cubic yard.

TOPSOIL FURNISH AND PLACE, 4"

This item shall conform to Section 211 of the Standard Specifications. The Contractor shall provide all topsoil from outside the right of way. Plan quantities reflect 4" thick topsoil placement in all disturbed areas. The excavation required to accommodate a nominal 4" thick layer of topsoil has been included in the pay item EARTH EXCAVATION.

TOPSOIL FURNISH AND PLACE, 4" will be paid for at the contract unit price per square yard.

EXPLORATION TRENCH, SPECIAL

This item shall consist of constructing a trench as directed by the Engineer, for the purpose of locating existing farm underdrains or other drainage and utility facilities within the construction limits of the proposed improvement.

The trench shall be not less than 52 inches in depth, measured from the existing ground elevation. The width of the trench shall be sufficient to allow proper investigation of the entire trench.

The Contractor shall familiarize himself with the locations of all underground utilities or facilities and shall save such facilities from damage.

When an existing farm underdrain is encountered, another trench shall be excavated on the opposite side of the proposed improvement to establish the line and grade of the existing farm underdrain. Broken tile shall be repaired immediately and no surface runoff shall be allowed to enter any tile.

After the trench has been inspected by the Engineer, the trench shall be backfilled in accordance with Article 550.07 of the Standard Specifications. Any excess excavated material shall be disposed of in accordance with Article 202.03 of the Standard Specifications, and the area adjacent to the trench shall be shaped and trimmed in accordance with Section 212 of the Standard Specifications.

It is the intent of this provision to limit the use of this item to particular locations where the Engineer knows, or has sufficient evidence and reason to believe, that an underdrain or other drainage and utility facility exists.

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

EROSION CONTROL BLANKET

This work shall conform to the applicable portions of Section 251 of the "Standard Specifications" except that the blanket shall be 100% biodegradable coconut fiber erosion control blanket with natural fiber netting.

This work shall be paid for at the contract unit price per square yard for EROSION CONTROL BLANKET.

SEEDING AND SODDING

This work shall conform to Articles 250 and 252 of the Standards Specifications with the following modifications:

All seeding and sodding shall be guaranteed by the Contractor to be true to name and in a vigorous growing condition through one growing cycle including one summer and one winter season. The guarantee period shall begin at the time of final acceptance.

The Contractor shall maintain all turf areas, including watering immediately after seeding until the completion of the Guarantee period. This includes the prompt reseeded or sodding of bare areas, repair of eroded or disturbed areas and re-application of erosion control blanket. The Contractor is responsible for the repair of erosion on any area up until the completion of the guarantee period within the Contract. The Contractor shall repair erosion damage, including but not limited to, reseeded, resodding and re-application of erosion control blanket, as directed by the Lake County Forest Preserve. All grass mowing prior to the start of the Guarantee Period (prior to final Acceptance of all work included in this Contract) shall be provided by the Contractor and shall be considered incidental to the contract unit price for SEEDING and/or SODDING. All grass mowing during the Guarantee period will be provided by the Lake County Forest Preserve.

Lawn not showing a close uniform stand of healthy specified grasses at the end of the guarantee period shall be replaced and maintained until acceptance. Scattered bare spots, none of which is larger than one square foot, will be allowed up to a maximum of 3% of the total area.

This work shall not be paid for separately but shall be included in the unit cost of SEEDING, of the type specified and SODDING.

PERIMETER EROSION BARRIER

This work shall conform to the requirements of Section 280 of the "Standard Specifications" with the exception that the erosion barrier shall be limited to silt filter fence, as specified in Article 1080.02. This work will be paid for at the contract unit price per foot for PERIMETER EROSION BARRIER.

EROSION AND SEDIMENT CONTROL

This work shall conform to the requirements of Article 107.23 and Section 280 of the "Standard Specifications" and the Soil Erosion Control Plan contained in the plans.

Prior to performing construction activities resulting in land disturbance, the Contractor shall install items (if specified in the plans) intended to prevent sediment from leaving the construction site. These items may include:

- Sediment Barriers - (temporary ditch checks or silt filter fence)
- Inlet Protection - (for functioning storm sewer systems)

The above items shall be in place and functioning before any land disturbance takes place.

During construction the Contractor shall:

- Clean up and grade the work area to eliminate concentration of runoff.
- Install temporary ditch checks at locations specified in the plans or as directed by the resident engineer.
- Install inlet protection as specified in the plans or as directed by the resident engineer for storm sewers or culverts as they are installed.
- Cover the open ends of pipes in trenches at the close of each working day.
- Maintain or replace (if specified by the resident engineer) sediment control items.

Immediately prior to landscaping/restoration work, the Contractor shall:

- Remove and dispose of silt retained by the sediment control items.
- Reinstall temporary ditch checks after cleaning, and remove and replace plugged hay or straw bales.

After landscaping/restoration work, the Contractor shall:

- Maintain or replace (if specified by the resident engineer) sediment control items.

After the vegetation is established in the disturbed areas, the Contractor shall:

- Remove the remaining sediment control items (sediment barriers, inlet protection, and other remaining items).

- Restore the areas disturbed by the sediment control items by sodding.

This work shall be considered incidental to the items of work included in the contract for erosion control.

AGGREGATE BASE COURSE, TYPE A

This work shall be done in accordance with Section 351 of the "Standard Specifications" with the exception that the material shall be limited to crushed gravel, crushed stone or crushed concrete. The plasticity index requirements and the requirements for adding water at the central mixing plant will be waived.

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

AGGREGATE SURFACE COURSE, TYPE A 6"
AGGREGATE SURFACE COURSE, TYPE A 8"

This work shall be done in accordance with Section 351 of the "Standard Specifications" with the exception that the plasticity index requirements and the requirements for adding water at the central mixing plant will be waived.

AGGREGATE SURFACE COURSE, TYPE A 6" shall consist of 2" of aggregate surface course and 4" of aggregate base course. AGGREGATE SURFACE COURSE, TYPE A 8" shall consist of 3" of aggregate surface course and 5" of aggregate base course. The surface course shall be crushed aggregate material complying with IDOT Standard Specification Article 1003.01 gradation FA 21. Screenings shall consist of 100% crushed material. Limestone screenings are not acceptable. The Contractor shall submit samples of specified material to the Engineer for approval prior to delivery and placement. Furnished material shall be obtained from the following location:

Meyer Material Company
Dyer Lake, Wisconsin Quarry
815-385-4920

or

Thelen Sand and Gravel

Route 173 (North Pit)
Antioch, Illinois
Prime Bike Path Mix
847-395-3313

or approved equal.

The base course shall be CA-6, grade 8 or 9, in conformance with IDOT Standard Specification Article 1004.01. The source of the material shall be approved by the Engineer prior to delivery. Samples of the proposed material shall be submitted to the Engineer prior to delivery and installation.

This work will be paid for at the contract unit price per square yard for AGGREGATE SURFACE COURSE, TYPE A of the specified depth.

BITUMINOUS MATERIALS (PRIME COAT)

Prime coat shall meet the specifications of Article 406.05 (b) of the "Standard Specifications for Road and Bridge Construction" with the following revisions and additions:

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

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

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

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

RUSTICATION FINISH

General. This work shall consist of designing, developing, furnishing and installing form liners and forming concrete using form liners to achieve the various concrete treatments as shown in the drawings and specifications. This item also consists of providing and applying a concrete stain to the textured surface to replicate actual stone masonry. Form lined surfaces shall include areas of the inside of the underpass and portions of both faces of the headwalls and wing walls as shown in detail in the plans. Work shall be performed in accordance with applicable portions of Section 503 of the Standard Specifications and as specified herein.

Fabricator Requirements. The following form liner manufacturer has been pre-approved to provide the listed pattern for the architectural form liner.

1. Greenstreak, 3400 Tree Court Industrial Boulevard, St. Louis, MO 63122 (800-325-9504)
Pattern no. 330 Ashlar Stone

Any approved equals shall be submitted to the engineer for approval.

All manufacturers of form liners shall adhere to the provisions listed herein and in the plans.

Materials. Forms shall be constructed so that the completed concrete structures conform to the shape, lines and dimensions of the members of the approved pattern. Forms shall be properly braced or tied together to maintain position and shape. Forms shall be made sufficiently tight to prevent leakage of the mortar.

Formwork shall have the strength and stability to ensure finished concrete dimensions within the tolerances specified herein. The quality of the formwork shall be maintained throughout the entire project.

Variations in dimensions for the wall sections with a rustication finish shall be within the following tolerances: the width and depth of rustication joints shall be within 1/8 inch (3 mm) +/-, the location of the rustication joints shall be within 1/2 inch (13 mm) +/-, the maximum variation of a joint from a straight line shall be 1 1/4 inch (6 mm) +/- in 10 feet (3 meters).

Submittals. The Contractor shall submit to the Engineer one (1) specification and catalog cut sheet for each of the following styles of architectural form liner (or approved equal):
Greenstreak No. 330 Ashlar Stone Formliner (No. 330). The submittal shall be made no later than 14 calendar days from the date of notification to proceed with the contract. Upon receipt of the information, the Engineer, in consultation with Lake County Division of Transportation (LCDOT) and other local government agencies will have 30 calendar days to select and notify

the Contractor of which style of formliner is to be used on the project.

Upon receipt of notification of the style of formliner to be used the Contractor shall submit a proposed procedure for obtaining the simulated finish using the approved architectural form liner style previously submitted. The procedure shall include plans and details for the form liner pattern and dimensions, for the Engineer's approval no later than 30 calendar days from the date of notification of the style type from the Engineer. If such plans and details are not satisfactory to the Engineer and LCDOT, the Contractor shall make changes as may be required by the Engineer or LCDOT at no additional cost to the Department.

Upon approval of the form liner plans and details, the Contractor shall submit a 4' by 4' sample concrete panel of the simulated stone masonry finish. The sample panel shall be delivered and positioned at the job site at the location directed by the Engineer.

Concrete Stain. Special penetrating stain mix as provided by manufacturer, shall achieve color variations present in the stone being simulated for this project, as required by the Engineer. Submit manufacturer's literature, certificates and color samples to the Engineer. The following stain has been pre-approved:

Lithochrome Chemstain, Color-Padre Brown

Any approved equals shall be submitted to the engineer for approval.

Stain shall create a surface finish that is breathable (allowing water vapor transmission), and that resists deterioration from water, acid, alkali, fungi, sunlight or weathering. Stain mix shall be a water borne, low V.O.C. material, less than 1.5 lbs./gal, and shall meet requirements for weathering resistance of 2000 hours accelerated exposure.

Installation. Form liners shall be installed in accordance with the manufacturers' recommendations to achieve the highest quality concrete appearance possible. Form liners shall withstand concrete placement pressures without leakage causing physical or visual defects. A form release agent shall be applied to all surfaces of the liner which will come in contact with concrete as per the manufacturer's recommendations. After each use, liners shall be cleaned and made free of build-up prior to the next placement, and visually inspected for blemishes or tears. If necessary, the form liners shall be repaired in accordance with the manufacturer's recommendations. All form liner panels that will not perform as intended or are no longer repairable shall be replaced. An on-site inventory of each panel type shall be established based on the approved form liner shop drawings and anticipated useful life for each form liner type.

The liner shall be securely attached to the forms according to the manufacturer's recommendations. Liners shall be attached to each other with flush seams and seams filled as necessary to eliminate visible evidence of seams in cast concrete. Liner butt joints shall be

blended into the pattern so as to create no visible vertical or horizontal seams or conspicuous form butt joint marks. Liner joints must fall within pattern joints or reveals. Finished textures shall be continuous without visual disruption and properly aligned over adjacent and multiple liner panels. Continuous or single liner panels shall be used where liner joints may interrupt the intended pattern. Panel remnants shall not be pieced together.

The Contractor shall coordinate concrete pours to prevent visible differences between individual pours or batches. Concrete pours shall be continuous between construction or expansion joints. Cold joints shall not occur within continuous form liner pattern fields. Wall ties shall be coordinated with the liner and form to achieve the least visible result. Liners shall be stripped between 12 and 24 hours as recommended by the manufacturer. Curing methods shall be compatible with the desired aesthetic result. Use of curing compounds will not be allowed. Concrete slump requirement shall meet the form liner manufacturer's recommendations for optimizing the concrete finish.

The Contractor shall employ proper consolidation methods to ensure the highest quality finish. Internal vibration shall be achieved with a vibrator of appropriate size, the highest frequency and low to moderate amplitude. Concrete placement shall be in lifts not to exceed 1.5 feet. Internal vibrator operation shall be at appropriate intervals and depths and withdrawn slowly enough to assure a minimal amount of surface air voids and the best possible finish without causing segregation. External form vibrator may be required to assure the proper results. Any use of external form vibrators must be approved by the form liner manufacturer and the Department. It is the intention of this specification that no rubbing of flat areas or other repairs shall be required after form removal. The finished exposed formed concrete surfaces shall be free of visible vertical seams, horizontal seams, and butt joint marks. Grinding and chipping of finished formed surfaces shall be avoided.

The concrete staining work described herein shall be performed after the grading is finished. Final coloration of cast stone concrete surface shall accurately simulate the appearance of real stone including the multiple colors, shades, flecking and veining that is apparent in real stone. It shall also demonstrate the colors that may be apparent from aging, such as staining from oxidation, rusting and/or organic staining from soil and/or vegetation.

Applying Color Stain. Clean surface prior to application of stain materials to assure that surface is free of latency, dirt, dust, grease, efflorescence, paint, or other foreign material, following manufacturer's instructions for surface preparation. Do not sandblast. Preferred method to remove latency is pressure washing with water, minimum 3000 psi (a rate of three to four gallons per minute), using fan nozzle perpendicular to and at a distance of one or two feet from surface. Completed surface shall be free of blemishes, discoloration, surface voids and unnatural form marks.

Surfaces to receive stain shall be structurally sound, clean, dry, fully cured, and free from dust, curing agents or form release agents, efflorescence, scale, or other foreign materials. Methods and materials used for cleaning of substrate shall be as recommended by the manufacturer of the water-repellent stain. Concrete shall be at least 30 days old prior to concrete stain application. Curing agents must be removed a minimum of 14 days prior to coating to allow the concrete to dry out.

The stain shall be thoroughly mixed in accordance with the manufacturer's directions using an air-driven or other explosion-proof power mixer. Mix all containers thoroughly prior to application. Do not thin the material.

Materials shall be applied at the rate as recommended by the manufacturer. Absorption rates could be increased or decreased depending upon surface texture and porosity of the substrate so as to achieve even staining.

Temperature and relative humidity conditions during time of concrete stain application shall be per manufacturer's application instructions. Do not apply materials under rainy conditions or within three (3) days after surfaces become wet from rainfall or other moisture. Do not apply when weather is foggy or overcast. Take precaution to ensure that workmen and work areas are adequately protected from fire and health hazards resulting from handling, mixing and application of materials. Furnish all the necessary equipment to complete the work. Provide drop cloths and other forms of protection necessary to protect all adjoining work and surfaces to render them completely free of overspray and splash from the concrete stain work. Any surfaces, which have been damaged or splattered, shall be cleaned, restored, or replaced to the satisfaction of the Engineer.

Avoid staining the "mortar joints" by providing suitable protection over the joints during the staining process.

Sequencing: Schedule color stain application with earthwork and back-filling of any wall areas making sure that all simulated stone texture that might fall below grade is colored prior to back-filling. Delay adjacent plantings until color application is completed. Coordinate work to permit coloring applications without interference from other trades.

Where exposed soil or pavement is adjacent which may spatter dirt or soil from rainfall, or where surface may be subject to over-spray from other processes, provide temporary cover of completed work.

Method of Measurement. This work shall be measured and paid for in place and the area computed in square feet of actual concrete surface area formed with concrete form liners and colored as specified herein.

Basis of Payment. This work will be paid for at the contract unit price per square foot for RUSTICATION FINISH. The unit price bid shall include all labor and material costs associated with forming, pouring, surface coloring and disposal of forms.

PIPE HANDRAIL

General. This work shall be in accordance with Section 509 of the Standard Specifications except as follows. Refer to the details in the contract plans for dimensions and design details.

Material. The steel handrail shall be continuous 1 ½" schedule 40 painted black.

Construction Requirements. The handrail shall be secure and shall not rotate within its fittings. The mounting of the handrail shall be such that the completed handrail and supports can withstand a load of 200 pounds applied at any direction on the rail. The handrail shall deflect no more than ¼" under this loading.

Measurement and Payment. Work shall include furnishing and installing PIPE HANDRAIL as shown in the contract plans. Payment shall be per lineal foot measured in place.

PIPE DRAINS

This work shall conform to the requirements of Section 601 of the "Standard Specifications" except that the pipe drain material shall be limited to Article 601.01 (l) Polyvinyl Chloride (PVC) pipe or (o) Corrugated Polyvinyl Chloride (PVC) pipe with a smooth interior. The pipe drains shall be installed at the locations shown on the plans or as directed by the Engineer.

PIPE DRAINS will be paid for at the contract unit price per foot for the diameter specified.

PIPE UNDERDRAINS, 6"

Pipe underdrain material shall be limited to: (m) perforated polyvinyl chloride (PVC) pipe [1040.03], (n) perforated corrugated polyvinyl chloride (PVC) pipe with a smooth interior [1040.03], (r) perforated corrugated polyethylene (PE) pipe with a smooth interior [1040.04], or (s) corrugated polyethylene (PE) pipe with a smooth interior [1040.04].

Pipe underdrain shall be installed adjacent to the underpass structure as shown on sheet 14 of the plans.

The pipe shall be placed in a 1'0" x 1'0" trench backfilled with porous granular embankment, CA-5 or CA-7, and wrapped with geotechnical fabric for french drains. See section C-C on sheet 15 of the plans.

PIPE UNDERDRAINS, 6" will be measured and paid for at the contract unit price per foot, which price shall include furnishing and placing all pipe, fittings, aggregate backfill, and connection to storm sewers.

SANITARY MANHOLES

This work shall consist of constructing sanitary manholes with frames and lids as shown on the plans. The manholes shall be constructed of precast reinforced concrete sections conforming to the latest revision of ASTM specification C478. Manhole sections shall be joined together using either flexible watertight rubber ring gaskets or preformed bituminous plastic gaskets similar to RAM-NEK made by K.T. Snyder Company, Inc. or type CS-208 made by Concrete Sealants, Inc., or equal approved by the Village engineer. Top manhole sections shall be precast eccentric type cones with a twenty four inch (24") diameter manhole cover opening.

Manhole frames and covers shall be Neenah Foundry Company no. R-1772, or East Jordan Iron Works, Inc. no. 1022, or equal approved by the Village engineer, with standard duty, nonrocking type, indented top solid lids marked "SEWER". Not more than eight inches (8") of grade adjusting rings will be permitted. Frames shall be set on a preformed bituminous plastic gasket to provide a watertight joint. Chimney sealing systems approved by the Village shall be installed on the manhole.

Cast iron steps similar to Neenah Foundry Company no. R-1980-C, or East Jordan Iron Works, Inc., no. 8501, or equal approved by the Village engineer, shall be installed at sixteen inch (16") spacings on centers.

Precast concrete bottom slabs shall be carefully bedded on a two inch (2") compacted sand cushion. Spaces around and under all pipes entering the manholes shall be filled with concrete from the outside. Each manhole shall have bottom concrete fillets shaped to provide smooth flow channels through manholes conforming in shape and slope to that of the sewers, with the top fillet sides at one-half (1/2) of the outlet sewer vertical diameter dimension.

The manholes shall be tested for leakage in accordance with ASTM 969-94 or ASTM C1244-93.

This work will be paid for at the contract unit price per each for MANHOLES, SANITARY, of the size specified and the type of frame and lid specified, which price shall include all materials and work as specified herein.

AGGREGATE SUBGRADE, 12"

The work shall be done in accordance with the applicable portions of Section 207 of the Standard Specifications. The material shall conform with Article 1004.05 of the Standard Specifications except as follows.

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

Sieve Size	Percent Passing
6" (150mm)	97 +/- 3
4" (100mm)	90 +/- 10
2" (50mm)	45 +/- 25
#200 (75µm)	5 +/- 5

- Gravel and Crushed Gravel

Sieve Size	Percent Passing
6" (150mm)	97 +/- 3
4" (100mm)	90 +/- 10
2" (50mm)	55 +/- 25
#4 (4.75mm)	30 +/- 20
#200 (75µm)	5 +/- 5

The aggregate subgrade shall be placed in two lifts consisting of an 8 inch lower lift and a **4 inch nominal thickness top lift of capping aggregate** having a gradation of CA 6. Reclaimed asphalt pavement (RAP) meeting the Special Provision "Use of RAP" and having 100% passing the 3 inch (75mm) sieve and well graded down through fines **may also be used as capping aggregate**. RAP shall not contain steel slag or other expansive material. Results of the Department's tests on the RAP material will be the determining factor for consideration as expansive. A vibratory roller meeting the requirements of Article 1101.01(g) of the Standard Specifications shall be used to roll each lift of material to obtain the desired keying or interlock and necessary compaction. The Engineer will verify that adequate keying has been obtained.

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

CONSTRUCTION LAYOUT

The Contractor shall be required to furnish and place construction layout stakes for this project. The County will provide adequate reference points to the centerline of survey and bench marks as shown in the plans and listed herein. Any additional points set by the Division of Transportation will be identified in the field to the Contractor and all field notes will be kept in the office of the Resident Engineer.

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

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

Responsibility of the County.

- (a) The Division of Transportation will locate and reference the centerline of all roads and streets except interchange ramps. The centerline of private entrances and short street intersection returns may not be located or referenced by the Division of Transportation.

Locating and referencing the centerline of survey will consist of establishing and referencing the control points of the centerline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.

- (b) Bench marks will be established along the project outside of construction lines not exceeding 1000 ft intervals horizontally and 20 ft. vertically.
- (c) Stakes set for (a) and (b) above will be identified in the field to the Contractor.
- (d) The Division of Transportation will make random checks of the Contractor's staking

to determine if the work is in conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.

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

Responsibility of the Contractor.

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

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

It is the Contractor's responsibility to set right-of-way stakes prior to the Installation of Silt Filter Fence(s) or disturbance of any soil. These stakes shall be set at 25m (100 ft) station intervals and maintained throughout the project.

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

Measurement and Payment. This item will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT.

FENCE REMOVAL

This work shall consist of the complete removal and proper disposal of fencing (regardless of type), gates, posts and foundations where indicated on the plans or directed by the Engineer.

This work shall be measured and paid for per lineal foot for FENCE REMOVAL, which price shall include all equipment, labor and material required to complete the work regardless of the type of fence being removed.

SANITARY SEWER, 21"

This work shall consist of the installation of sanitary sewers and shall be performed in accordance with Divisions II and III of the Water and Sewer Specifications and the following:

Materials. Sanitary sewers shall be constructed with reinforced concrete pipe and fittings conforming to the latest revision of ASTM Designation C76 and flexible gaskets conforming to the latest revision of ASTM specification C361 or C433. Bedding material shall conform to the latest revision of ASTM specification C12 for Class A material.

Construction Requirements. The bedding material shall be placed from 4 in. below to 12 in. above the exterior of the pipe. Backfill materials shall be placed and tamped by hand in six inch (6") layers around the pipe to a height of twelve inches (12") over the top of the pipe. CA-6 type backfill shall be used under roadways and one foot (1') beyond the edge of shoulder. Installation shall be in accordance with ASTM C12.

Testing. All sanitary sewers shall be tested for water tightness by a low pressure air test to assure that infiltration will not exceed two hundred (200) gallons per inch of pipe diameter per twenty four (24) hours per mile of sewer. The Contractor shall furnish all testing equipment and personnel required for conducting the low pressure air test as directed by the superintendent or Village engineer.

Prior to low pressure air testing, the sewers shall be thoroughly cleaned and mandrel tested. After cleaning and dampening, all sewer pipe openings shall be sealed with suitable airtight plugs and braces. Wherever the sewer to be tested is submerged under ground water, a pipe probe shall be inserted by boring or jetting into the backfill material adjacent to the center of the sewer pipe. Air shall be forced to flow very slowly through the probe pipe to determine the back pressure caused by ground water static head. The gauge pressure of the ground water static head shall be added to the standard air test pressure to compensate for the back pressure effect of ground water static head on the low pressure air test.

The low pressure air test shall be made by slowly adding air to the plugged sewer sections under test until the internal air pressure reaches four (4.0) PSIG greater than any ground water hydrostatic pressure. After the initial pressurization, at least two (2) minutes shall be allowed for air temperature to stabilize and adding only the amount of air to maintain the initial test pressure.

After the initial air pressure temperature has been stabilized, the air supply shall be shut off. An approved stop watch shall be used to record the time in seconds for the internal sewer pressure to drop from three and five-tenths (3.5) PSIG to two and five-tenths (2.5) PSIG greater than any ground water hydrostatic pressure. The low pressure air test of sanitary sewers shall be considered satisfactory if the total rate of air loss from any section of sewer tested in its entirety does not exceed

0.0030 cubic feet of air per minute per square foot of internal pipe surfaces. If the low pressure air test fails to meet these requirements, the contractor shall locate and repair, or remove and replace the faulty sections of sewer in a manner approved by the Engineer, as necessary to perform a satisfactory low pressure air test upon retesting. All work required to meet the satisfactory low pressure air test shall not be paid for but shall be at the Contractor's expense. The use of acrylamid gel sealants as a method of corrective leakage will not be acceptable.

Insulation. The sanitary sewer shall be wrapped with insulation at the locations shown on the details within the plans or as directed by the Engineer. The insulation shall be Foamglas insulation manufactured by Pittsburgh Corning, or an equal approved by the Engineer. The insulation shall be covered by Pittwrap CW self-sealing jacketing or an equal approved by the Engineer. The jacketing shall be used to protect the insulation during the backfilling process. The insulation and jacketing shall be inspected prior to any backfilling by the Contractor. Any insulation that is torn or damaged during the backfilling of the sewer, as determined by the Engineer, shall be removed and replaced at the Contractor's expense.

This work shall be paid for at the contract unit price per lineal foot for SANITARY SEWER, 21", which price shall include all labor; excavation, sheeting and bracing; materials, including pipe, fittings, bedding, and insulation; backfilling, compacting and removal of spoils; dewatering; testing; insurance; and equipment necessary to complete the work as specified herein.

SPLIT RAIL FENCE

This work shall consist of the installation of a split rail fence at locations shown on the plans or as directed by the Engineer.

Materials. All posts shall be 6"x3"x84" Southern Yellow Pine with a chamfered top end. They shall have an average girth of 18" and shall have three (3) 5" rail openings located 16" on center. All posts shall be ACQ pressure-treated to 0.40 lb/cu.ft. in accordance with ACQ Preserve Standard ACQ-01-02 and the appropriate AWWA standards. All posts shall be kiln dried before treatment. Appropriate line, end and corner posts shall be utilized.

All rails (three per section) shall be eleven feet (11') in length, approximately 12" minimum in girth and triangular in shape. They shall have tapered ends to accommodate lapped insertion into the posts. All rails shall be Poplar or White Pine and shall be ACQ pressure-treated to 0.25 lb/cu.ft. retention in accordance with ACQ Preserve Standard ACQ-01-02 and the appropriate AWWA Standards. All rails shall be kiln dried before treatment.

Installation. Split rail fence shall be installed at locations shown and to the lines and grades specified on the plans and/or at additional locations as specified by the Engineer. Split rail fence

shall be constructed in accordance with the detail in the plans.

In addition to these specifications, all installations shall be in accordance with the plans and direction of the Engineer.

Post holes shall be dug to a minimum diameter of 12 inches. Post hole depth shall be set to accommodate the finished dimensions as shown in the Split Rail Fence detail, approximately 30 inches. The bottom of the post hole shall be undisturbed or compacted to minimize settlement. Any open post holes remaining at the end of each work day shall be covered or protected in such a way as to minimize hazards to people, property and/or equipment.

Posts shall be set plumb and in straight alignment where indicated on the plans. No posts shall be located on adjacent private or public properties. Backfilling around posts shall be made with clean, compactable natural earth or granular material in six inch layers with each layer thoroughly compacted by tamping. All excess material shall be removed from the site.

The Contractor shall refer to the plans for general fence locations, staging, access and material delivery. The Contractor shall stake all fence locations and/or property lines prior to the commencement of work. The Engineer shall approve all staking prior to installation.

This work shall be paid for at the contract unit price per lineal foot for SPLIT RAIL FENCE, which price shall include all labor, equipment, and materials necessary to complete the work as specified herein.

ORNAMENTAL FENCE

General. This work shall be in accordance with Section 664 of the Standard Specifications except as follows. Refer to the detail in the contract plans for dimensions and design details. At some locations, fencing may be shown attached to concrete retaining walls. Allowable attachment methods include coring the concrete to 9" depth and grouting the fence posts in the holes or using mounting brackets and anchors. Fence post installation in soil will be done using concrete footings as per the detail in the plans.

Submittal. The manufacturer's literature (or shop drawings and specifications) shall be submitted to the resident engineer prior to ordering. The ornamental fence specified is an industrial quality ornamental steel fence system. Drawings and dimensions were furnished by one manufacturer and "or equal" fence systems may be proposed for substitution. The resident engineer is the sole judge of what is an equivalent substitution.

Material.

A. Steel material for fence framework (i.e., tubular pickets, rails, and posts), when galvanized after forming, shall conform to the requirements of ASTM A1011/1011M, with a minimum yield strength of 50,000 psi (344 MPa). The exterior shall be hot-dip galvanized with a 0.45 oz/ft² (138 g/m²) minimum zinc weight. The interior surface shall be coated with a minimum 81% nominal zinc pigmented coating, 0.3 mils (0.0076mm) minimum thickness.

B. Steel material for fence framework (i.e., tubular pickets, rails, and posts), when galvanized prior to forming, shall conform to the requirements of ASTM A924/924M, with a minimum yield strength of 50,000 psi (344 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.90 oz/ft² (276 g/m²), Coating Designation G-90.

C. The manufactured galvanized framework shall be subjected to a thermal stratification coating process (high-temperature, in-line, multi-stage, multi-layer) including, as a minimum, a six-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The base coat shall be a zinc-rich thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils (0.0508mm). The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color is specified on the standard drawing included in the plans. The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in Table 1.

Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117 & D1654	Corrosion Resistance over 3,500 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch.lb. (Forward impact using 0.625" ball).
Weathering Resistance	D822, D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

Table 1. – Coating Performance Requirements

D. Material for fence pickets shall be 1" square x 16 ga. tubing. The cross-sectional shape of the rails shall conform to the manufacturer's design with outside cross-section dimensions of 1.75"

square and a minimum thickness of 14ga. Picket holes in the horizontal rail shall be spaced 4.98" o.c. Picket retaining rods shall be 0.125" diameter galvanized steel. Posts shall be a minimum of 2-1/2" square x 12ga. High quality PVC grommets shall be supplied to seal all picket-to-rail intersections.

4. Fabrication

A. Pickets, rails, and posts shall be pre-cut to specified lengths. Horizontal rails shall be pre-punched to accept pickets.

B. Grommets shall be inserted into the pre-punched holes in the rails and pickets shall be inserted through the grommets so that pre-drilled picket holes align with the internal upper raceway of the horizontal rails. (Note: This can best be accomplished by using an alignment template.) Retaining rods shall be inserted into each horizontal rail so that they pass through the predrilled holes in each picket, thus completing the panel assembly.

C. Completed panels shall be capable of supporting a 600 lb. load (applied at midspan) without permanent deformation. Panels without rings shall be biasable to a 25% change in grade; panels with rings shall be biasable to a 12.5% change in grade.

D. Gates shall be fabricated using the same components as the fence system. Panel material and gate ends having the same outside cross-section dimensions as the horizontal rail. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined either by welding or by the same retaining rod process used for panel assembly.

5. Installation

Fence posts shall be set in accordance with the spacings shown in Table 2, plus or minus 1/2", depending on the nominal span specified.

Span	6' Nominal (67-3/4" Rail)				8' Nominal (92-5/8" Rail)			
Post Size	2-1/2"	3"	2-1/2"	3"	2-1/2"	3"	2-1/2"	3"
Bracket Type	Standard (BB301)		Angle (BB304)		Standard (BB301)		Angle (BB304)	
Post Settings ± 1/2 O.C.	71-1/2"	72"	73"	73-1/2"	96"	96-1/2"	97-1/2"	98"

Table 2 – Post Spacing Requirements

Gate posts shall be spaced according to the gate openings specified in the construction plans. Fence panels shall be attached to posts using mechanically fastened panel brackets supplied by the manufacturer.

6. Measurement and payment

Work shall include furnishing and installing ORNAMENTAL FENCE, including all fence connections, installation to the retaining wall structure (where required), concrete foundations, fence openings and gates (where indicated) and electric grounding. Payment shall be per lineal foot measured in place.

OUTSIDE DROP CONNECTION

This work shall consist of the construction of an outside drop connection to sanitary manholes at locations shown in the plans. The drop connection shall be constructed as shown in the detail included in the plans on sheet 24. The cost of making the connections between the sanitary sewer pipes and the sanitary manhole shall be included in the cost of OUTSIDE DROP CONNECTION.

This work shall be paid for at the contract unit price per each for OUTSIDE DROP CONNECTION, and shall include all labor, equipment and materials necessary to complete the work as specified herein.

AGGREGATE SHOULDERS, TYPE A (SPECIAL)

This work shall conform to the requirements of Section 481 of the "Standard Specifications" with the exception that the material shall be limited to crushed gravel, crushed stone or crushed concrete. The plasticity index requirements and the requirements for adding water at the central mixing plant will be waived.

This work shall be paid for at the contract unit price per ton for AGGREGATE SHOULDERS, TYPE A (SPECIAL).

FURNISH WITNESS POST

This item consists of furnishing witness posts only. The Lake County Division of Transportation shall install the witness posts. The furnished markers shall be the CBM-250 Boundary/Id Marker manufactured by Carsonite; the Vikimatic Fiberglass Marker manufactured by ACP International or an approved equivalent. The posts shall be white in color and six feet long with the appropriate decal applied.

The Carsonite Markers can be purchased from:

- Berntsen, 800-356-7388, (Ordering data: CBM2507201 with decal 5566-ROWSM applied).
- Traffic Safety Supply Co., 503-235-8531, (Ordering data: 11600100 with decal 5566ROWSM applied).

The Vikimatic 2-sided Fiberglass Markers can be purchased from:

- TVC Communications, 888-644-6075, (Ordering data: ACP-072 white with LCDOT Decal applied).

The following are the minimum material, mechanical and performance requirements for the Carsonite CBM-250 Composite Marker and reflect the minimum specifications that an equivalent marker shall meet.

The post shall be a single piece marker capable of simple, permanent installation by one person using a manual-driving tool. The marker upon proper installation shall resist displacement from wind and vehicle impact forces. It shall be of a constant "T" cross sectional design which provides a flat surface for sheeting application and a reinforcing rib incorporated longitudinal along the back midsection to provide structural rigidity. The bottom end of the marker shall be pointed for ease of ground penetration.

The post shall be constructed of a durable, UV resistant continuous glass fiber and resin reinforced, thermosetting composite material which is resistant to impact, ozone and hydrocarbons within a service temperature range of -40°F to +140°F.

The post shall exhibit good workmanship and shall be free of burns, discoloration, cracks, bulges or other objectionable marks which would adversely affect the marker's performance or serviceability.

A black line shall be stamped horizontally across the front of the marker near the bottom to indicate proper burial depth. A minimum burial depth of 18" is required.

The post shall conform to the shape and overall configuration shown in the standard detail drawing. The post shall be 2.6" wide in order to accommodate a 2.5" wide decal and provide adequate daytime delineation.

The post shall have the following minimum mechanical properties:

PROPERTY VALUE	ASTM TEST METHOD	MINIMUM
Ultimate Tensile Strength	D-638	50,000 psi
Ultimate Compressive Strength	D-638	45,000 psi
Specific Gravity	D-792	1.7
Weight & Glass Reinforcement	D-2584	50%
Barcol Hardness	D-2583	47

The post shall be pigmented throughout the entire cross-section so as to produce a uniform color as an integral part of the material. Ultraviolet resistant materials shall be incorporated in the construction to inhibit fading or cracking of the marker upon field exposure.

The post shall have a maximum free end deflection of 4" when tested as follows:

The Deflection tests shall consist of a two-pound load suspended from one end of the post while the other end is clamped to a support in cantilevered fashion. Horizontally, the distance from the fulcrum to the weight shall be 48 inches. The maximum allowable free end deflection shall be 4".

The post shall not fracture, crack or split when subjected to the following cold impact tests:

The post shall be conditioned a minimum of two hours at $-40^{\circ}\text{F} \pm 3^{\circ}\text{F}$. A minimum two-pound spherical weight shall be dropped a distance of five feet through a virtually frictionless vertical guide to impact the surface of the marker at midsection. The surface of the post being struck by the steel ball shall be in a horizontal position with the marker supported and held in position at both ends. The marker shall be subjected to five impact tests concentrated near the middle of the marker within 10 minutes from the removal from the environmental chamber. Fracturing, cracking, or splitting of the posts shall constitute failure.

A second marker after conditioning shall be struck flush against a flat solid surface three times within two minutes after removal from the conditioning chamber. The strike to the delineator it should be manually swung through a 90° arc. The marker shall not fracture or shatter upon impact.

The post shall be self-erecting and remain functional after being subjected to an impact by a typical passenger sedan at 35 mph without substantially damaging the vehicle.

Before delivery the manufacturer shall apply a pressure sensitive vinyl reflective decal to the post.

The applied decal shall meet the following general requirements for the materials of construction; and the mechanical and physical properties for reflective and non-reflective pressure-sensitive decals.

The decal shall consist of either cast vinyl or acrylic/urethane retro-reflective sheeting, which has been printed with UV-stabilized inks for outdoor application. The decal shall have a high tack, aggressive, permanent, pre-applied layer of pressure-sensitive adhesive, protected by a removable release film.

UV Shield over-laminating film shall be applied to the decal for long term ultraviolet and abrasion protection. Clear coating shall not be allowed as a substitute for the UV Shield.

The decal shall exhibit good workmanship and shall be free of visible cracks, burns, discoloration, foreign inclusions or other objectionable marks that would affect its performance.

The maximum allowable width for decals shall be 5". The minimum total decal thickness with adhesive and UV Shield shall not be less than 4 mils for vinyl decals and 6 mils for reflective decals. Both decal styles shall consist of a minimum adhesive thickness of 1 mil.

The clear UV Shield over-laminating film shall be a minimum of 0.75 mils in thickness.

Decals shall exhibit negligible color change, legend fading, blistering, or edge curl upon exposure to ultra-violet light. Decal appearance and adhesion shall not be appreciably affected over a temperature range of -40°F to +140°F and shall allow for application at temperatures above 40°F.

The decals shall exhibit no effect when applied to a clean fiberglass composite and immersed in water or SAE 20 motor oil for 24 hours at 73°F.

The decals shall exhibit a minimum of 4.5 lb./in. when tested for adhesion by 180° pullback at 12 in./min. after application and conditioning to a clean aluminum surface of 73°F ± 5°F for 24 hours.

The minimum decal tensile strength shall be 4.5 lb./in. at 73°F when measured at 12-in./min. jaw separation. The minimum decal elongation shall be 40% at 73°F when measured at above condition.

This work shall be paid for at the contract unit price per each for FURNISH WITNESS POST.

SANITARY SEWER REMOVAL

Description. This work shall consist of removing and disposing of the existing sanitary sewer at the locations shown on the plans.

Construction Requirements. The trenches resulting from the removal of the sewer shall be backfilled in accordance with Article 550.07 of the Standard Specifications.

Basis of Payment. This work shall be paid for at the contract unit price per foot for SANITARY SEWER REMOVAL, of the size specified, which price shall include all labor, materials and equipment to complete work as described above. Trench backfill will be paid for according to Article 208.04 of the Standard Specifications.

REMOVE CONCRETE FLARED END SECTION

Description: This work shall consist of the removal of existing flared end sections to be either reinstalled at a specified location or disposed of properly.

Basis of Payment: This work shall be paid for at the contract unit price each for REMOVE CONCRETE FLARED END SECTION regardless of the size and type. This price shall include the cost of all labor, materials and equipment necessary to perform this work in addition to all disposal costs.

BOLLARD REMOVAL

This work shall consist of the removal of the bollards on the existing bike path. The Contractor shall contact the Lake County Forest Preserve District to determine if they want to reuse the bollards. If the LCFPD wants the bollards, the Contractor shall transport the bollards to the location requested by the LCFPD. If the LCFPD does not want the bollards, the Contractor shall dispose of them properly.

This work shall be paid for at the contract unit price each for BOLLARD REMOVAL, which price shall include the cost of all labor, materials and equipment necessary to perform this work including transportation or disposal costs.

TEMPORARY DITCH CHECK, URETHANE FOAM / GEOTEXTILE

This work shall conform to Section 280 and Section 1080 of the "Standard Specifications", and

the Triangular Silt Dike™ detail included in the plans. Temporary Ditch Check, Urethane Foam / Geotextile shall be limited to Triangular Silt Dikes™ or an approved equal.

Manufacturer

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

Area Representative/Dealer

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

Ultra Silt Dike as manufactured by
Ultratech International, Inc.
11542 Davis Creek Court
Jacksonville, FL 32256
(904) 292-1611

Each silt dike shall consist of an approximate 7 feet (2.13 meters) long triangular section of urethane foam covered with a geotextile fabric, and installed on a geotextile fabric apron. Triangular Silt Dikes™ shall be installed at the locations specified on the Erosion Control Plan, or as directed by the Engineer, and in accordance with the detail included in the plans and the manufacturer's recommendations.

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

The ditch checks shall become the property of the Contractor upon their removal. The maintenance of this item shall be included in the cost of TEMPORARY DITCH CHECK, URETHANE FOAM / GEOTEXTILE.

This work shall be paid for at the contract unit price per each for TEMPORARY DITCH CHECK, URETHANE FOAM / GEOTEXTILE, and shall include all labor, equipment and materials necessary for installation and removal.

INLET PROTECTION, SPECIAL

This work shall be in conformance with Section 280 of the Standard Specifications and the following:

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

of 8 inches. The filter fabric shall be installed in a backfilled trench 6 inches deep, and securely attached to the posts by any method approved by the Engineer. The rim elevation of the casting shall be temporarily set a minimum of 6 inches above the adjacent grade. This elevation may vary to avoid any flooding conditions as determined by the Engineer.

This work will be paid for at the contract unit price per each for INLET PROTECTION, SPECIAL regardless of the size or type of inlet being protected.

ENGINEER'S FIELD OFFICE, TYPE A (MODIFIED)

This item shall be in accordance with Article 670.02 of the "Standard Specifications" and the following modifications and additions. Adequate all-weather parking spaces shall be provided to accommodate a minimum of 8 vehicles. Electronic security system will not be required. The following shall be furnished and meet the approval of the Engineer.

- (a) 3 desks with minimum working surface 42" x 30" (1060 x 760 mm) each, and 3 non-folding chairs with upholstered seat and back.
- (b) 1 four-post drafting table with minimum top size of 37 1/2" x 48" (950 x 1220 mm). The top shall be basswood or equivalent and capable of being tilted through an angle of 50 degrees. An adjustable height drafting stool with upholstered seat and back shall also be provided.
- (c) 1 free standing legal size file cabinet with lock, and 4 drawers with Underwriters' Laboratories insulated file device, with a 350 degree one hour rating.
- (d) 4 folding chairs.
- (e) 1 equipment cabinet with lock of minimum inside dimension of 44" high x 24" wide x 30" deep (1120 x 600 x 760 mm). The walls shall be of steel with a 3/32" (2.4 mm) minimum thickness with concealed hinges and enclosed lock constructed in such a manner as to prevent entry by force. The cabinet assembly shall be permanently attached to the structural element of the field office in a manner to prevent theft of the entire cabinet.
- (f) 1 electric water cooler dispenser with hot/cold and refrigerator
- (g) 1 electric desk type tape-printing calculator.
- (h) 1 telephone with touch tone; telephone answering machine for exclusive use by the

Engineer with time and date feature; and caller ID service and hardware. Two additional separate telephone lines, without telephones, shall be provided for the exclusive use of the Engineer.

- (I) 1 pencil sharpener
- (j) 1 copy machine capable of reproducing by dry process, prints up to legal size (8 1/2" x 14") (216 x 356 mm) from non-transparent master sheets as black or blue lines on white paper, including maintenance reproduction paper, activating agent and power source.
- (k) One fax machine with paper.

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

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

TEMPORARY PIPE CULVERT

This work shall consist of furnishing, installing, removing and backfilling temporary pipe culverts of the required size in accordance with Section 542 of the Standard Specifications.

The Contractor shall install and subsequently remove culverts at the locations shown in the plans or as directed by the Engineer. Material shall be in accordance with Class C of Article 542.03 of the Standard Specifications. Upon removal of the temporary culvert, the Contractor shall properly backfill up to the level of the grade adjacent to the trench. All pre-fabricated bends required shall be included in the per foot cost.

This work will be measured and paid for at the contract unit price per foot for TEMPORARY PIPE CULVERT, of the size specified.

MAINTAIN EXISTING SANITARY SEWER FLOW

This work shall consist of maintaining flow through the existing sanitary sewers within the project limits during the construction of the proposed sanitary sewer. According the Village, the existing 21" interceptor sanitary sewer conveys flows up to 1600 gallons per minute. This flow must be maintained at all times, unless otherwise approved by the Village.

The Contractor shall monitor upstream manholes and prevent excessive surcharge conditions. The Contractor shall be responsible for continuity of sanitary sewer service to each facility connected to the section of sewer during the execution of the work. If sewage backup occurs and enters buildings, the Contractor shall be solely responsible for clean-up, repair, property damage costs, and claims.

At the preconstruction meeting, the Contractor shall submit his plan for the construction of the proposed sewer, the connections to the existing sewers, and how he will maintain the existing flow. Prior to starting any work on the sanitary sewer, the Contractor shall obtain approval of the plan from the Village. Forty-eight hours advance notice is required prior to beginning any sanitary sewer work.

The Contractor shall be responsible for maintaining a safe work environment during the construction of the sanitary sewer and maintaining the existing sewer flow. Any sewage spills shall be reported to the appropriate agencies and all clean-up shall meet the requirements of the Village and the IEPA. All clean-up work, including disposal costs, shall be included in the cost of MAINTAIN EXISTING SANITARY SEWER FLOW.

This work shall be paid for at the contract unit price per each for MAINTAIN EXISTING SANITARY SEWER FLOW, which price shall include all labor, materials and equipment necessary to complete the work as specified above and approved by the Engineer and the Village.

Traffic Control Plan (L.C.-T- Section 700), Effective 08/08/2005

Traffic Control shall be in accordance with the applicable sections of the "Standard Specifications", the "Supplemental Specifications", the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, Millennium Edition" "Quality Standard for Work Zone Traffic Control Devices", any special details and Highway Standards contained in the plans and the special provisions contained herein.

Special attention is called to Articles 105.05, and 107.09, and to Sections 701, 702, 704, and 782 of the "Standard Specifications", and to the following Highway Standards, Details, Recurring Special

Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the Engineer at least 72 hours in advance of beginning work.

STANDARDS

702001 Traffic Control Devices

DETAILS

LC7002 Two Lane, Two Way, Undivided, Lane Closure, Day or Night Operations

LC7008 Two Lane, Two Way, Off-Road Operations, Day Only Operations

RECURRING SPECIAL PROVISIONS

"Flaggers in Work Zones"

SPECIAL PROVISIONS

"Traffic Control and Protection"

"Failure to Reopen Closed Roads on Time"

DETOURS

Detours and Road Closures on County Maintained Roads within Lake County, Illinois shall be in accordance with the applicable sections of the "Standard Specifications", the "Supplemental Specifications", the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", the Lake County Division of Transportation's Detour Procedures and Guidelines, any special details and Highway Standards contained in the Detour Plan and the Special Provisions contained herein. The LCDOT's Detour Procedures and Guidelines is available from the LCDOT, Traffic Engineering Section upon request.

Traffic Control and Protection (L.C.-T- Section 700), Effective 08/08/2005

The Traffic Control and Protection shall meet the requirements of Division 700. Work Zone Traffic Control, Signing and Pavement Marking of the "Standard Specifications" except as follows:

Article 701.01 "Description" shall be replaced with the following:

701.01 Description. This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this improvement.

Traffic Control and Protection shall be provided as called for in the plans, these special provisions, applicable Highway Standards, applicable sections of the "Standard Specifications", or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. The Contractor shall arrange his/her operations to keep the closing of any lane of the roadway to a minimum.

Traffic control devices include signs and their supports, signals, pavement markings, barricades and their approved weights, channeling devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone.

Article 701.08 "Contractor's Operations and Equipment" add the following:

The Contractor is required to conduct routine inspections of the work site at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the MUTCD, the Traffic Control Standards or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations, in order to keep lane assignments consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from the view of motorists all traffic control devices which are inconsistent with the detour, lane assignment patterns or conflicting conditions created during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, the materials used shall totally block out the reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet with the

approval of the Engineer.

The Contractor shall coordinate all traffic control work on this project with any adjoining or overlapping projects. The coordination will include any barricade placements necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices that he/she furnished, installed and maintained under the contract. Such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until the Engineer specifically authorizes their relocation or removal.

The Contractor shall ensure that all the traffic control devices he/she installs are operational, functional and effective 24 hours a day, 7 days a week, including holidays.

Article 701.04 "General" shall be modified by adding the following sections:

(a) **Public Safety and Convenience:**

The Contractor shall provide a telephone number for a responsible individual who can be contacted 24 hours a day, 7 days a week, to receive notification of any deficiencies in traffic control and protection. The Contractor shall dispatch men, materials, and equipment to correct any such deficiencies. The Contractor shall respond to any call from LCDOT concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two (2) hours from the time of notification.

Personal vehicles shall not park within the right-of-way except in specific areas designated by the Engineer. All roads shall remain open to traffic. The Contractor may close one lane on two lane roads, because of construction, between the hours of 9:00 AM and 3:00 PM only. The Contractor shall maintain one-way traffic during these restricted hours with the use of signs and flagmen as shown on the Traffic Control Standards. Two lanes of traffic will be maintained between the hours of 3:00 PM and 9:00 AM and when no construction activities are being carried out. The restricted lane closure time provision may be waived at the Resident Engineer's discretion. The Contractor shall maintain at least one lane in each direction on roads with four or more lanes. The Contractor shall also maintain entrances and side roads along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences incurred by the Contractor while complying with these requirements shall be considered incidental to the contract, and no additional compensation will be allowed.

On two lane roads, the Contractor will plan his/her work so that there will be no open holes in the pavement and so that all barricades will be removed from the pavement during non-work hours.

On highways with four or more lanes, the Contractor will plan his/her work so that there shall be no open holes in the pavement being used by the traveling public. Lane closures, if allowed, will be in accordance with the applicable standards, staging details shown in the plans and any other applicable contract documents.

The Contractor shall remove all equipment from the shoulders and medians after work hours.

The Contractor shall not institute any road closures or restrictions except those covered by the plans and specifications of this contract without written approval from the Engineer.

~~(h) Traffic Control Deficiency Charge:~~

~~The primary concern of LCDOT is to maintain a safe travel way for the public and a safe environment for the worker in the construction zone. The Contractor is expected to comply with the "Standard Specifications", contract plans, these special provisions, and directions from the Engineer concerning traffic control and protection. The Contractor shall provide a telephone number for a responsible individual who can be contacted 24 hours a day, 7 days a week, to receive notification of any deficiencies in the traffic control and protection.~~

~~When the Engineer is notified or determines a traffic control deficiency exist, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be ½ (one half) hour to 8 (eight) hours based upon the urgency of the situation and the nature of the deficiency. The Engineer will be the sole judge.~~

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

~~If the Contractor fails to correct the deficiency within the specified time, a traffic control deficiency shall be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with the notification and end with the Engineer's acceptance of the correction. The traffic control deficiency charge shall be for the full amount per day for each day the deficiency existed.~~

~~The daily monetary deduction per deficiency shall be either \$1,000.00 or 0.05 of one percent of the awarded contract value, whichever is greater.~~

~~In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof shall be deducted from the cost of the contract. The charge shall be separate and in addition to the traffic control deficiency deduction.~~

~~The Contractor shall not be relieved of any contractual responsibilities by LCDOT's action.~~

- (b) In addition to the requirements for flaggers listed in Article 701.13, all personnel under the direct supervision of the Contractor including Sub-Contractors working outside of a vehicle (car or truck) within 25 feet of pavement open to traffic shall wear a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute ANSI/ISEA 107-1999 for Conspicuity Class 2 garments. Other types of garments may be substituted for the vest as long as the garments have manufacturer's tags identifying them as meeting the ANSI Class 2 requirement.

Article 701.13 "Flaggers", paragraph (1) "General" revise the first sentence to read:

The flagger shall be stationed to the satisfaction of the Engineer and shall be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-2004 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e). The flagger shall wear the above-mentioned vest in addition to any other type of garments labeled as meeting the ANSI Class 2 requirement.

Article 701.13 "Flaggers", paragraph 3 shall be revised to read:

The flagger station shall be lit by an overhead lighting source other than existing street lighting. The overhead light source shall provide a minimum vertical illuminance of 10 fc (108 lux) measured 1 foot (300 mm) out from the flaggers chest. The bottom of any luminaire shall be a minimum of 10 feet (3 m) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties. The flagger shall be equipped with a fluorescent orange, or a combination of a fluorescent orange and fluorescent

yellow/green vest meeting the requirements of the American National Standards Institute specification 107-2004 for Conspicuity Class 3 garments.

Article 701.17 "Specific Construction Operations", section (c) "Surface Course and Pavement" paragraph (1) will be replaced by the following:

- (1) Prime Coat. "Fresh Oil" signs (W21-1) shall be used when the prime coat is applied to pavement that is open to traffic. The signs are to remain in place until tracking of the prime ceases. These signs shall be erected a minimum of 500 feet (150 m) preceding the start of the prime and on all side roads within the posted area. The signs on the side roads shall be posted a minimum of 200 feet (60 m) from the mainline pavement. These signs are excluded from the time requirements of Article 701.04 (h) "Deficiency Charge" (above). Non-compliance with the provisions of this section, by the Contractor, shall result in an immediate traffic control deficiency charge. All signs shall have an amber flashing light attached.

Article 701.17 "Specific Construction Operations", section (c) "Surface Course and Pavement" paragraph (2) will be replaced by the following:

- (2) Cold Milling. "Rough Grooved Surface" signs (W8-I107) shall be used when the road has been cold milled and is open to traffic. The signs shall remain in place until the milled surface condition no longer exists. These signs shall be erected a minimum of 500 feet (150 m) preceding the start of the milled pavement and on all side roads within the posted area. The signs on the side roads shall be posted a minimum of 200 feet (60 m) from the mainline pavement. All signs shall have an amber flashing light attached.

Article 701.17 "Specific Construction Operations", section (c) "Surface Course and Pavement" shall be modified by adding the following paragraph:

- (6) Area Reflective Crack Control Treatment Fabric. "Slippery When Wet" signs (W8-5) shall be used when crack control fabric is applied to pavement that is open to traffic. These signs shall remain in place until the binder course is laid. The signs shall be erected a minimum of 500 feet (150 m) preceding the start of the crack control treatment and on all side roads within the posted area. The signs on the side roads shall be posted a minimum of 200 feet (60 m) from the mainline pavement. These signs are excluded from the time requirements of Article 105.03(b). Non-compliance with the provisions of this section, by the Contractor, shall result in an immediate traffic control deficiency charge. All signs shall have an amber flashing light attached.

Article 701.18 "Highway Standards Application", section (b) "Standard 701316 and

701321" paragraph (2) g., shall be replaced with the following:

- g. Microwave Vehicle Sensors. Microwave Vehicle Sensors shall be installed as directed by the Engineer. The installation of the microwave vehicle sensors shall meet the applicable requirements of Sections 850 of the "Standard Specifications". LCDOT shall approve the proposed microwave vehicle sensor before the Contractor may furnish or install it. The Contractor shall install, wire and adjust the alignment of the sensor in accordance to the manufacturer's recommendations and requirements. The Engineer shall approve the installation.

The microwave vehicle sensor shall meet the following requirements:

- Detection Range: Adjustable to 60 feet (18 m)
- Detection Angle: Adjustable, horizontal and vertical
- Detection Pattern: 16 degree beam width minimum. [at 50 feet (15 m) the pattern shall be approximately 15.5 feet (4.7 m) wide]
- Mounting: Heavy-duty bracket, predrilled and slotted for pole mounting

Article 701.18 "Highway Standards Application", section (f) "Standard 701416" the second paragraph shall be replaced with the following:

When Standard 701416 is specified, vertical panels may be attached to the concrete barriers where available space prohibits the use of Type II barricades.

Article 701.18 "Highway Standards Application", section (j) "Urban Traffic Control, Standards 701501, 701502, 701601, 701602, 701606, 701701, 701801" paragraph (1) General", shall be modified by adding the following paragraphs:

Whenever a lane is closed to traffic using Standard 701601, 701606, or 701701, the pavement width transition sign (W4-2R or W4-2L) shall be used in lieu of the "Workers" sign (W21-1 or W21-1a)

Whenever any vehicle, equipment, workers or their activities infringe on the shoulder or within 15 feet (4.5 m) of the traveled way, and the traveled way remains unobstructed, then the applicable Traffic Control Standard shall be 701006, 701011, 701101, or 701701. The "Shoulder Work Ahead" sign (W21-5(0)-48) shall be used in lieu of the "Workers" sign (W21-1 or W-21-1a).

All diamond shaped warning signs shall have a minimum dimension of 48 inches x

48 inches (1.2 m x 1.2 m). The Engineer may approve diamond shape warning signs measuring 36 inches x 36 inches (900 mm x 900 mm) when the posted speed limit is 30 M.P.H. or less.

Article 701.18 "Highway Standards Application" shall be modified by adding the following section:

- (k) Standard 701331. When Standard 701331 is specified on two-lane, two-way roadways, the "DETOUR AHEAD" sign shall be replaced with a "LANE SHIFT AHEAD" sign.

Article 701.19 "Method of Measurement" shall be replaced completely with the following:

701.09 Method of Measurement.

These items of work will be measured on a lump sum basis for furnishing installing, maintaining, replacing, relocating and removing the traffic control devices required in the plans and these special provisions.

Article 701.20 "Basis of Payment" shall be replaced completely with the following:

701.20 Basis of Payment

This work will be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION. The payment will be in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices indicated in the plans and specifications, except for the following items, which will be paid for separately.

- (1) Temporary Bridge Traffic Signals
- (2) Temporary Rumble Strips [where each is defined as 25 feet (8 m)].
- (3) Temporary Raised Pavement Markers.
- (4) Construction Speed Limit Trailer
- (5) Sand module impact attenuators
- (6) Temporary Bridge Rail
- (7) Traffic Control Supervisor
- (8) Portable Changeable Message Signs (When not shown on the Standard)
- (9) Temporary Concrete Barrier
- (10) Monodirectional Prismatic Barrier Reflector

The salvage value of the materials removed shall be reflected in the bid price for this item.

Any delays or inconveniences incurred by the Contractor while complying with these requirements shall be considered incidental to TRAFFIC CONTROL AND PROTECTION, and no additional compensation will be allowed.

Any traffic control devices required by the Engineer to implement the Traffic Control Plan as shown in the plans and specifications of the contract shall be considered incidental to the pay item TRAFFIC CONTROL AND PROTECTION.

If the Engineer requires additional work involving a substantial change of location and/or work which differs in design and/or work requiring a change in the type of construction, as stated in Article 104.02(d) of the "Standard Specifications" the standards and/or the designs, other than those required in the plans, will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required for the reasons listed above will be in accordance with Article 109.04 of the "Standard Specifications".

Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. The Contractor shall submit revisions or modifications to the traffic control plan shown in the contract to the Engineer for approval. No additional payment will be made for a Contractor requested modification.

In the event the sum total of all work items for which traffic control and protection is required is increased or decreased by more than ten percent (10%), the contract bid price for TRAFFIC CONTROL AND PROTECTION will be adjusted as follows:

Adjusted contract price = $0.25P + 0.75P [1 \pm (X - 0.1)]$
Where "P" is the contract price for TRAFFIC CONTROL AND PROTECTION

Difference between original and final sum total

value of all work items for which traffic
Where "X" = $\frac{\text{control and protection is required}}{\text{Original sum total value of all work for which traffic control and protection is required.}}$

The value of the work items used in calculating the increase and decrease will

include only items that have been added to or deducted from the contract under Article 104.02 of the "Standard Specifications" and only items that require the use of TRAFFIC CONTROL AND PROTECTION.

In the event LCDOT cancels or alters any portion of the contract that results in the elimination or incompleteness of any portion of the work, payment for partially completed work will be made in accordance with Article 104.02 of the "Standard Specifications".

Article 701.15 "Traffic Control Devices" shall be modified by adding the following paragraphs:

"All devices and combination of devices shall meet the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350 for their respective categories. The categories are as follows:

Category 1 include small, lightweight, channelizing and delineation devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstratable safe performance. These include cones, tubular markers, flexible delineators, and plastic drums with no attachments. Category 1 devices shall be crash tested and accepted or may be self certified by the manufacturer.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include drums and vertical panels with lights, barricades and portable sign supports. Category 2 devices shall be crash tested and accepted for Test Level 3.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions, truck mounted attenuators and other devices not meeting the definitions of Category 1 or 2. Category 3 devices shall be crash tested and accepted for Test Level 3.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. Currently, there is no implementation date set this category and it is exempt from NCHRP 350 compliance requirement.

The Contractor shall provide a manufacturer's self-certification letter for each Category 1 device and a FHWA acceptance letter for each Category 2 and Category 3 device used on the contract. The letters shall state the device meets

NCHRP 350 requirements for its respective category and test level, and shall include a detail drawing of the device.

Article 701.02 "Materials" shall be modified by adding the following paragraph:

The Contractor shall use traffic control devices, which are "crash worthy" in accordance with Manual of Uniform Traffic Control Devices and these special provisions. The Contractor shall provide proof of "crash worthiness" by submitting to the Engineer the appropriate "Letter of Certification" sent to the manufacturer of the device by the Federal Highway Administration. These "Letters of Certification" shall be given to the Engineer at the preconstruction conference.

Article 701.15 "Traffic Control Devices" section (b) "Type I, II and III Barricades", shall be replaced with the following paragraphs:

- (b) Type I, II, and III Barricades. Type II nonmetallic barricades shall be used at all locations that call for Type I, or Type II barricades. The reflective area of the top rail shall be at least 288 square inches.

Any drop off greater than 3 inches (75 mm), but less than 6 inches (150 mm), located within 8 feet (2.5 m) of the pavement edge shall be protected by Type II barricades equipped with mono-directional steady burn lights. The barricades shall be placed at a spacing of 100 feet (30 m) center to center. For any drop off within 8 feet (2.5 m) of the pavement edge that exceeds 6 inches (150mm), the Type II barricades equipped with mono-directional steady burn lights shall be placed at a spacing of 50 feet (15 m) center to center. Barricades that must be placed in excavated areas shall have leg extensions installed so that the top of the barricade is in compliance with the height requirements of Standard 702001.

All Type II barricades shall be equipped with a steady burn light when used during hours of darkness unless otherwise stated herein.

Extended Leg Type II Barricades. Extended leg type II barricades shall be required for any drop off within 8 feet (2.5 m) of the pavement edge that exceeds 6 inches (150 mm) in depth. Extended Leg Type II barricades shall be in compliance with the height requirements of Standard 702001. Type II extended leg barricades may be of an "A" frame type with either wood or plastic panels and metal or non-metallic legs and have no rigid stay bracing. The method of weighting the Extended Leg Type II barricades shall be in accordance with the manufacturer's guidelines and approved by the Engineer. Extended Leg Type II barricades shall be equipped with mono-directional steady burn lights and shall be placed at a spacing

of 50 feet (15 m) center to center

Check barricades shall be placed in work areas perpendicular to traffic every 1,000 feet (300 m), at one per lane and one per shoulder, to prevent motorists from using work areas as a traveled way. Two additional check barricades shall be placed in advance of each patch excavation or any other hazard in the work area. The first will be placed at the edge of the open traffic lane and the second centered on the closed lane. Check barricades shall be Type II and equipped with a flashing amber light

All Type II Barricades shall be made of plastic, fiberglass or other non-metallic materials. The top panels will be 12 inches x 24 inches (300mm x 600 mm) and the bottom panels will be 8 inches x 24 inches (200 mm x 600 mm). The orange and white reflective sheeting will be Type A, meeting the initial minimum coefficient of reflection in Article 1084.02 of the "Standard Specifications". All other requirements for Type II barricades will be met.

Direction Indicator Barricades shall be used exclusively in lane closure and lane shift tapers. They shall be used only when traffic is being merged with an adjacent through lane or flush median, shifted onto a median crossover or being diverted onto a construction run-around. The barricades shall be placed in series in a taper with the arrow panel directing traffic in the direction of the merge, crossover or run-around. The direction indicator barricades shall meet the requirements for Type II barricades as stated in this special provision. The top panel, which faces traffic, shall be 12 inches x 24 inches (300 mm x 600 mm) with fluorescent orange sheeting meeting the requirements of Article 1084.02(b) of the "Standard Specifications". The top panel indicator arrow shall be 21 inches (530 mm) long with a 9/2-inch (240 mm) wide arrow barb and a 3 1/2-inch (90 mm) wide arrow shaft. The top panel, facing away from traffic shall have a 12-inch x 24-inch (300 mm x 600 mm) orange and white diagonal panel. The bottom panels shall be 8 inches x 24 inches (200 mm x 600 mm) with orange and white diagonal sheeting, as shown in LCDOT's Special Detail LC7006. All sheeting shall meet the initial coefficient of retroreflection in Article 1084.02(a) of the "Standard Specifications", for Type A sheeting.

Article 701.15 "Traffic Control Devices", section (f) "Drums" shall be replaced with the following:

(f) Drums. Type II barricades shall be used in lieu of drums.

Article 701.15 "Traffic Control Devices", section (c) "Vertical Barricades" shall be replaced with the following,

(c) Vertical Barricades. Vertical barricades shall meet the requirements of Standard 702001-06. All vertical barricades shall be equipped with a steady burn light when used during the hours of darkness unless otherwise stated herein or in the plans. Non-metallic frame supported vertical barricades may be used in lieu of Type II non-metallic barricades in areas which preclude the use of the Type II barricade.

Article 701.14 "Signs", shall be modified by revising paragraph (1) to read as follows:

"When the work operations exceed four days, all signs shall be post mounted unless the signs are located on the pavement, paved median, other impervious surface, or define a moving or intermittent operation. When approved by the Engineer, a temporary sign stand may be used to support a sign at 5 feet minimum height where posts are impractical. Longitudinal dimensions shown on the plans for the placement of signs may be increased up to 100 feet to avoid obstacles, hazards or to improve sight distance, when approved by the Engineer. "Road Work Ahead" signs shall also be required on all side streets within the limits of the mainline "Road Work Ahead" signs."

Article 701.14 "Signs", shall be modified by adding the following paragraphs:

Construction signs referring to daytime lane closures during working hours shall be removed, covered, or turned away from the view of motorists during non-working hours. Upon request, prior to the beginning of construction operations the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. The Contractor shall maintain all existing traffic signs throughout the duration of the project.

All provisions of Article 107.25 of the "Standard Specifications" shall apply except the third paragraph shall be revised to read:

The Contractor shall maintain, furnish and replace at his own expense, any traffic sign or post which has been damaged or lost by the Contractor or a third party. The Contractor will not be held liable for third party damage to large freeway guide signs.

Article 701.14 "Signs", section (b) "Work Zone Speed Limit Signing", shall be revised to read:

"(b) Work Zone Speed Limit Signs. The Lake County Division of Transportation's

Traffic Engineering Department will specify whether a project meets the criteria for a Work Zone Speed Limit. When specified, the work zone speed limit signing shall be installed by county forces only.

All permanent "SPEED LIMIT" signs located within the work zone shall be removed or covered. If the speed limit sign is to be covered, it shall be done in a manner that no part of the legend shall be visible in any lighting condition. This work shall be completed by county forces only.

Article 701.14 "Signs" shall be modified by adding the following section,

(c) Portable Changeable Message Signs. This work shall consist of furnishing, placing and maintaining changeable message sign(s) at location(s) shown on the plans, standards or as directed by the engineer.

The sign(s) shall be trailer mounted. The message panel shall be at least 7 feet (2.1 m) above the pavement, present a level appearance, and be capable of displaying up to eight characters in each of three lines at a time. Character height shall be 18 inches (450 mm).

The message panel shall be of either a bulb matrix or disc matrix design controlled by an onboard computer capable of storing a minimum of 99 programmed messages for instant recall. The computer shall be capable of being programmed to accept messages created by an operator via an alpha-numeric keyboard and able to flash any six messages in sequence. The message panel shall also be capable of being controlled by a computer from a remote location via a cellular linkage. The Contractor shall supply the modem, cellular telephone, and the necessary software to run the sign from a remote computer at a location designated by the Engineer. The Contractor shall promptly program and /or reprogram the computer to provide the messages as directed by the Engineer.

The message panel shall be visible from 1,320 feet (400 m) under both day and night conditions. The letters shall be legible from 750 feet (250 m).

The sign shall include automatic dimming for nighttime operation and a power supply capable of providing 24 hours of uninterrupted service.

The Contractor shall provide all preventive maintenance efforts s(he) deems necessary to achieve uninterrupted service. If service is interrupted for any cause and not restored within the time allotted by Article 701.04 (h) of this special provision, a traffic control deficiency penalty can be imposed and the Engineer will cause such

work to be performed as may be necessary to provide this service. The cost of such work shall be borne by the Contractor or deducted from current or future compensation due to the Contractor.

When the sign(s) are displaying messages, they shall be considered a traffic control device. At all times when no message is displayed, they shall be considered equipment.

Basis of Payment. When portable message signs are shown on the Standard, this work shall be considered as included in the lump sum payment for Traffic Control and Protection. For all other portable changeable message signs, this work will be paid for at the contract unit price per calendar month for each sign as CHANGEABLE MESSAGE SIGN, as stated in Article 701.08 of this special provision.

Article 701.14 "Signs" shall be modified by adding the following section (g),

(d) Temporary Construction Information Signs. When indicated in the traffic control plan or as directed by the Engineer the Contractor shall furnish, install, maintain, relocate, and remove for various stages of construction Temporary Construction Information Signs. These signs shall include all Temporary Construction Information Signs needed by the road users to proceed safely through the work zone.

The following signs are considered Temporary Construction Information Signs:

Entrance	White Legend on Green Background
Warning-New Lanes Open	Black Legend on Orange Background

The signs shall be installed in accordance with the traffic control plan and as directed by the Engineer.

Section 704 "Temporary Concrete Barrier" shall be modified by adding the following: Monodirectional, Prismatic Barrier Reflectors as described in Section 782 of the Standard Specifications and the special provisions shall be installed one per barrier unit or one per terminal section.

Section 782 "Prismatic Reflectors" shall be modified by adding the following,

The Prismatic Reflector shall be centered 9 ½ inches (240 mm) below the top of the temporary concrete barrier on the side of the barrier, which faces traffic, one per temporary concrete barrier section or temporary concrete barrier terminal section.

FAU 0177 (Monaville Road)
Section 01-00168-06-BT
Project No. HD-8003(659)
Lake County

The Prismatic Reflector shall be reflective in the direction of approaching traffic only and shall match the color of the centerline or edge line, either amber or crystal, where the temporary concrete barrier is placed.

~~Basis of Payment. The cost of the Monodirectional, Prismatic Barrier Reflector shall be considered incidental to the contract unit price per foot (meter) for Temporary Concrete Barrier or the contract unit price each for Temporary Concrete Barrier Terminal Section.~~

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
WATER POLLUTION CONTROL PERMIT

LOG NUMBERS: 2350-06

PERMIT NO.: 2006-HB-2350

FINAL PLANS, SPECIFICATIONS, APPLICATION
AND SUPPORTING DOCUMENTS

DATE ISSUED: October 17, 2006

PREPARED BY: Civiltech Engineering, Inc.

SUBJECT: LAKE VILLA - Chain O Lakes Bike Path Underpass
(Fox Lake - Northwest Regional Sewage Treatment Plant) -- Sanitary Sewer Permit

PERMITEE TO CONSTRUCT, OWN AND OPERATE

Village of Lake Villa
65 Cedar Avenue
P.O. Box 519
Lake Villa, Illinois 60046

RECEIVED
OCT 19 2006
Civiltech Engineering, Inc.

Permit is hereby granted to the above designated permittee(s) to construct and/or operate water pollution control facilities described as follows (quantities are approximate):

319 feet of 21 inch sanitary sewer and 3 manholes to serve as a sewer relocation (0 P.E., 0 GPD, DAF) located on Monaville Road at Piper Lane with discharge to an existing 21 inch sanitary sewer tributary to the above indicated sewage treatment plant.

This Permit is issued subject to the following Special Condition(s). If such Special Condition(s) require(s) additional or revised facilities, satisfactory engineering plan documents must be submitted to this Agency for review and approval for issuance of a Supplemental Permit.

SPECIAL CONDITION 1: If this project is located within a wetlands, the U.S. Army Corps of Engineers may require a permit for construction pursuant to Section 404 of the Clean Water Act.

SPECIAL CONDITION 2: The Permittee to Construct shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activities associated with this project will result in the disturbance of one (1) or more acres total land area.

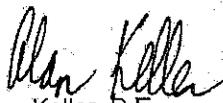
An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control - Permit Section.

THE STANDARD CONDITIONS OF ISSUANCE INDICATED ON THE REVERSE SIDE MUST BE COMPLIED WITH IN FULL. READ ALL CONDITIONS CAREFULLY.

SAK:ELN:j:\niedring\235006.wpd

DIVISION OF WATER POLLUTION CONTROL

cc: EPA - Des Plaines FOS
Civiltech Engineering, Inc.
Lake County Department of Public Works
Village of Fox Lake
Records - Municipal
Binds


Alan Keller, P.E.
Manager, Permit Section

61

**READ ALL CONDITIONS CAREFULLY:
STANDARD CONDITIONS**

The Illinois Environmental Protection Act (Illinois Revised Statutes Chapter 111-12, Section 1039) grants the Environmental Protection Agency authority to impose conditions on permits which it issues.

1. Unless the construction for which this permit is issued has been completed, this permit will expire (1) two years after the date of issuance for permits to construct sewers or wastewater sources or (2) three years after the date of issuance for permits to construct treatment works or pretreatment works.
2. The construction or development of facilities covered by this permit shall be done in compliance with applicable provisions of Federal laws and regulations, the Illinois Environmental Protection Act, and Rules and Regulations adopted by the Illinois Pollution Control Board.
3. There shall be no deviations from the approved plans and specifications unless a written request for modification of the project, along with plans and specifications as required, shall have been submitted to the Agency and a supplemental written permit issued.
4. The permittee shall allow any agent duly authorized by the Agency upon the presentations of credentials:
 - a. to enter at reasonable times, the permittee's premises where actual or potential effluent, emission or noise sources are located or where any activity is to be conducted pursuant to this permit;
 - b. to have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit;
 - c. to inspect at reasonable times, including during any hours of operation of equipment constructed or operated under this permit, such equipment or monitoring methodology or equipment required to be kept, used, operated, calibrated and maintained under this permit;
 - d. to obtain and remove at reasonable times samples of any discharge or emission of pollutants;
 - e. to enter at reasonable times and utilize any photographic, recording, testing, monitoring or other equipment for the purpose of preserving, testing, monitoring, or recording any activity, discharge, or emission authorized by this permit.
5. The issuance of this permit:
 - a. shall not be considered as in any manner affecting the title of the premises upon which the permitted facilities are to be located;
 - b. does not release the permittee from any liability for damage to person or property caused by or resulting from the construction, maintenance, or operation of the proposed facilities;
 - c. does not release the permittee from compliance with other applicable statutes and regulations of the United States, of the State of Illinois, or with applicable local laws, ordinances and regulations;
 - d. does not take into consideration or attest to the structural stability of any units or parts of the project;
 - e. in no manner implies or suggests that the Agency (or its officers, agents or employees) assumes any liability, directly or indirectly, for any loss due to damage, installation, maintenance, or operation of the proposed equipment or facility.
6. Unless a joint construction/operation permit has been issued, a permit for operating shall be obtained from the agency before the facility or equipment covered by this permit is placed into operation.
7. These standard conditions shall prevail unless modified by special conditions.
8. The Agency may file a complaint with the Board for suspension or revocation of a permit:
 - a. upon discovery that the permit application contained misrepresentations, misinformation or false statement or that all relevant facts were not disclosed; or
 - b. upon finding that any standard or special conditions have been violated; or
 - c. upon any violation of the Environmental Protection Act or any Rules or Regulation effective thereunder as a result of the construction or development authorized by this permit.



Route FAU Route 0177
Section 01-00168-06-BT
County Lake County

Marked Monaville Road (CH 55)
Project No. HD-8003(695)

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

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

Signature

OCTOBER 16, 2006

Date

PROJECT MANAGER

Title

1. Site Description

- a. The following is a description of the construction activity which is the subject of this plan (use additional pages, as necessary):

This project consists of the construction of a bikepath underpass beneath Monaville Road in Lake Villa, Lake County, IL. The project boundaries along Monaville Road extend from 100 feet west of the existing bike path crossing to 120 feet east of the bike path crossing, for a total length of 220 feet. The improvements along the bike path extend from 760.6 feet south of Monaville Road to 484.4 feet north of Monaville Road for a total length of 1,245 feet. The proposed improvements under this project will consist of the following: tree removal and tree protection, temporary aggregate path construction, earth excavation, pavement removal, storm sewer and drainage structures, sanitary sewer construction, P.C.C. underpass construction, permanent bituminous path construction, bituminous pavement replacement, pavement markings, signing, landscape restoration and all other incidental work necessary to complete the project as shown on the plans.

- b. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading (use additional pages, as necessary):
1. Tree clearing and removal
 2. Earth excavation
 3. Pavement removal
 4. Sanitary Sewer Installation
 5. Installation of storm sewer and drainage structures
 6. Construction of P.C.C. underpass structure
 7. Subgrade preparation and paving
 8. Reshaping of surface drainage
 9. Final grading for landscaping and sod placement

- c. The total area of the construction site is estimated to be 3.0 acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities 3.0 acres.

- d. The estimated runoff coefficients of the various areas of the site after construction activities are completed are contained in the project drainage study which is hereby incorporated by reference in this plan. Information describing the soils at the site is contained either in the Soils Report for the project, which is hereby incorporated by reference, or in an attachment to this plan.
- e. The design/project report, hydraulic report, or plan documents, hereby incorporated by reference, contain site map(s) indicating drainage patterns and approximate slopes anticipated after major grading activities; areas of major soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to a surface water.
- f. The names of receiving water(s) and areal extent of wetland acreage at the site are in the design/project report or plan documents which are incorporated by reference as a part of this plan.

The stormwater flows from the site to an unnamed wetland which flows to an unnamed tributary to Fox Lake..

2. Controls

This section of the plan addresses the various controls that will be implemented for each of the major construction activities described in 1.b. above. For each measure discussed, the contractor that will be responsible for its implementation is indicated. Each such contractor has signed the required certification on forms which are attached to, and a part of, this plan:

a. **Erosion and Sediment Controls**

(i) **Stabilization Practices.** Provided below is a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided in 2.a.(i).(A) and 2.b., stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased on all disturbed portions of the site where construction activity will not occur for a period of 21 or more calendar days.

(A) where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

Description of Stabilization Practices (use additional pages, as necessary):

1. Temporary tree protection- shall consist of items "Tree Trunk Protection" as directed by the engineer and in accordance with article 201.05 of the standard specifications.
2. Permanent stabilization – all disturbed areas shall be seeded or sodded as shown on the erosion control plans as soon as practical after construction activities in that area have concluded.
3. Temporary stabilization- areas that have been stripped and will not receive permanent landscaping within 14 days shall be covered with temporary seeding. A sufficient quantity of seeding, class 7 is specified to cover the limits of the landscaping zone. All earth stockpiles shall be seeded with seeding, class 7.
4. Erosion control blankets - All slopes 1:3 or steeper shall be seeded immediately and covered with erosion control blanket. All flatter areas that do not have a cover of vegetation and where no further work is to occur for two (2) weeks or more shall be seeded with class 7 seed.
5. Sodding – All permanent ditch bottoms plus 2 feet up each side of the ditch bank shall be covered with sod.

- (ii) **Structural Practices.** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

Description of Structural Practices (use additional pages, as necessary):

1. Inlet protection- Silt filter fence will be placed around all storm sewer structures with open lids or grates that are outside of the pavement. The erosion and sediment control plans will identify the structures requiring inlet and pipe protection.
2. Temporary ditch check- Silt dikes shall be placed in swales/ ditches approximately every 100 feet or as directed by the engineer in order to prevent downstream erosion.
3. Perimeter erosion barrier- Silt fence will be placed adjacent to the areas of construction to intercept waterborne silt and prevent it from leaving the site. These areas are marked on the erosion and sediment control plans. All earth stockpiles shall be surrounded by silt fence.

b. Storm Water Management

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

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

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

All ditches will be vegetated to provide a buffering effect for stormwater runoff contaminants.

c. Other Controls

- (i) Waste Disposal. No solid materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- (ii) The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

d. Approved State or Local Plans

The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual, 1995. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

See erosion and sediment control plans and special provisions included in the contract documents.

3. Maintenance

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan (use additional pages, as necessary):

Construction equipment shall be stored and fueled only at designated locations as decided at the time of the pre construction meeting. All necessary measures shall be taken to contain any fuel or pollution runoff in compliance with environmental law and EPA Water Quality Regulations. Leaking equipment or supplies shall be immediately repaired or removed from the site. The resident engineer on a bi-weekly basis shall inspect the project to determine that erosion control measures are in place and operating effectively and if other measures may be necessary. Sediment collected during construction by the various erosion control measures shall be disposed of on a regular basis per the engineer.

All erosion and sediment control measures will be changed weekly and after each significant rainfall. The following items will be checked: 1) Perimeter erosion barrier; 2) tree protection; 3) Temporary ditch checks; 4) Inlet filters; 5) Inlet and pipe protection and temporary and permanent stabilization measures.

All maintenance of the erosion and sediment control measures will be the contractor's responsibility. All locations where vehicles enter and exit the construction site as well as all other areas subject to erosion will be inspected on a weekly basis and within 24 hours of a significant rainfall.

4. Inspections

Qualified personnel shall inspect disturbed areas of the construction site which have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site. Such inspections shall be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater or equivalent snowfall.

- a. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- b. Based on the results of the inspection, the description of potential pollutant sources identified in section 1 above and pollution prevention measures identified in section 2 above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within 7 calendar days following the inspection.
- c. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section 4.b. shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.
- d. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

The report of noncompliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

5. Non-Storm Water Discharges

Except for flows from fire fighting activities, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in this plan must be described below. Appropriate pollution prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge. (Use additional pages as necessary to describe non-storm water discharges and applicable pollution control measures).

1. Redi-mix concrete trucks should wash out only in areas designated for said purpose by the engineer. The wash out area should be surrounded by perimeter erosion barrier. After all P.C.C. items have been constructed, the dried concrete material will be cleaned up and disposed of per the engineer.
2. On-site maintenance of equipment must be performed in accordance with environmental law, such as no dumping of used engine oil and other fluids on site.



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 Route 0177

Marked Monaville Road (CH 55)

Section 01-00168-06-BT

Project No. HD-8003(695)

County Lake

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

Signature

Date

Title

Name of Firm

Street Address

City State

Zip Code

Telephone Number

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

OWNER INFORMATION

NAME:	LAST Lake County Division of	FIRST Transportation	MIDDLE (OR COMPANY NAME)	OWNER TYPE: County
MAILING ADDRESS:	600 W. Winchester Road			
CITY:	Libertyville	STATE:	IL	ZIP: 60048
CONTACT PERSON:	Mike Zemaitis	TELEPHONE NUMBER:	AREA CODE 847	NUMBER 362-3950

CONTRACTOR INFORMATION

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

CONSTRUCTION SITE INFORMATION

SELECT ONE:	<input checked="" type="checkbox"/> New Site <input type="checkbox"/> CHANGE OF INFORMATION TO PERMIT NO. ILR10								
FACILITY NAME:	Monaville Rd (CH55) Project No. HD-8003(695)			OTHER NPDES PERMIT NOS.:					
FACILITY LOCATION:	At Grants Woods Forest Preserve			TELEPHONE NUMBER:	AREA CODE	NUMBER			
CITY:	Grant Township	ST:	IL	ZIP:	60041	LATITUDE:	42 24 00	LONGITUDE:	88 07 00
COUNTY:	Lake	SECTION:	12	TOWNSHIP:	T45N	RANGE:	R9E		
APPROX. CONST. START DATE:	/ /	APPROX. CONSTRUCTION END DATE:	/ /	TOTAL SIZE OF CONSTRUCTION SITE IN ACRES:			3.0		
STORM WATER POLLUTION PREVENTION PLAN COMPLETED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If no, separate notification required to Agency prior to construction.)									

TYPE OF CONSTRUCTION

TYPE BRIEF DESCRIPTION OF PROJECT:	Transportation	Construction of bike path and cast-in-place concrete underpass beneath Monaville Road
------------------------------------	----------------	---

HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE

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

RECEIVING WATER INFORMATION

DOES YOUR STORM WATER DISCHARGE DIRECTLY TO:	<input checked="" type="checkbox"/> WATERS OF THE STATE OR <input type="checkbox"/> STORM SEWER	OWNER OF STORM SEWER SYSTEM:
NAME OF CLOSEST RECEIVING WATER:	Unnamed wetlands to unnamed tributary to Fox Lake	

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

OWNER SIGNATURE: _____ DATE: _____

FOR OFFICE USE ONLY

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

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

**INSTRUCTIONS FOR COMPLETION OF CONSTRUCTION ACTIVITY NOTICE OF INTENT (NOI)
FORM**

Please adhere to the following instructions:

Submit original, photocopy or facsimile copies. Facsimile and/or photo copies should be followed-up with an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the lower right hand corner.

▶ **Submit completed forms to:**

Illinois Environmental Protection Agency
Division of Water Pollution Control
Permit Section
Post Office Box 19276
Springfield, Illinois 62794-9276
or call (217)782-0610
www.epa.state.il.us

- ▶ Reports must be typed or printed legibly and signed.
- ▶ Any facility that is not presently covered by the ILR10 Construction Activity Storm Water Discharge General Permit is considered a new facility.
- ▶ If this is a change in your facility information, renewal, etc., please fill in your permit number on the appropriate line.
- ▶ **NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.**
- ▶ Use the formats given in the following examples for correct form completion.

	<u>Example</u>	<u>Format</u>
SECTION	12	1 or 2 numerical digits
TOWNSHIP	12N	1 or 2 numerical digits followed by "N" or "S"
RANGE	12W	1 or 2 numerical digits followed by "E" or "W"

- ▶ For the Name of Closest Receiving Waters, do not use terms such as ditch or channel. For unnamed tributaries, use terms which include at least a named main tributary such as "Unnamed Tributary to Sugar Creek to Sangamon River."
- ▶ Submit a fee of \$500 prior to the Notice of Intent being considered complete for coverage by the ILR10 General Permits. Please make checks payable to: Illinois EPA

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
CONSTRUCTION SITE STORM WATER DISCHARGE
INCIDENCE OF NON-COMPLIANCE (ION)**

PERMITTEE NAME:	LAST	FIRST	MIDDLE INITIAL	AREA CODE + PHONE NUMBER:				
STREET:				CITY:	ST:	ZIP:		
CONSTRUCTION SITE NAME:								
COUNTY:				SECTION:	TOWNSHIP:	RANGE:		
NPDES PERMIT NUMBER:	I	L	R	1	0			
	LATITUDE:	DEG.	MIN.	SEC.	LONGITUDE:	DEG.	MIN.	SEC.

CAUSE OF NON-COMPLIANCE:

ACTIONS TAKEN TO PREVENT ANY FURTHER NON-COMPLIANCE:

ENVIRONMENTAL IMPACT RESULTING FROM THE NON-COMPLIANCE:

ACTIONS TAKEN TO REDUCE THE ENVIRONMENTAL IMPACT RESULTING FROM THE NON-COMPLIANCE:

SIGNATURE: _____ TITLE: _____ DATE: _____

MAIL COMPLETED FORM TO:
(DO NOT SUBMIT ADDITIONAL DOCUMENTATION UNLESS REQUESTED)

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF WATER POLLUTION CONTROL
COMPLIANCE ASSURANCE SECTION #19
POST OFFICE BOX 19276
SPRINGFIELD, ILLINOIS 62794-9276

FOR OFFICE USE ONLY	
LOG:	
PERMIT NO. ILR10	_____
DATE:	

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

**GUIDELINES FOR COMPLETION OF INCIDENCE OF NON-COMPLIANCE (ION)
FORM**

Complete and submit this form for any violation of the Storm Water Pollution Prevention Plan observed during any inspection conducted, including those not required by the Plan. Please adhere to the following guidelines.

- ▶ Submit original, photocopy or facsimile copies. Facsimile and/or photo copies should be followed-up with an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the lower right hand corner.
- ▶ Submit completed forms to:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Permit Section
Post Office Box 19276
Springfield, Illinois 62794-9276

- ▶ Reports must be typed or printed legibly and signed.
- ▶ Use the formats given in the following examples for correct form completion.

<u>Example</u>		<u>Format</u>
SECTION	12	1 or 2 numerical digits
TOWNSHIP	12N	1 or 2 numerical digits followed by "N" or "S"
RANGE	12W	1 or 2 numerical digits followed by "E" or "W"

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
NOTICE OF TERMINATION (NOT)
OF COVERAGE UNDER THE GENERAL PERMIT
FOR STORM WATER DISCHARGES
ASSOCIATED WITH CONSTRUCTION SITE ACTIVITIES**

Please use the tab or arrow keys

OWNER INFORMATION

NAME:	LAST Lake County Division of Transportation	FIRST	MIDDLE	OWNER TYPE:	County		
MAILING ADDRESS:	600 W. Winchester Road						
CITY:	Libertyville	STATE:	IL	ZIP:	60048		
CONTACT PERSON:	Mike Zemaitis	TELEPHONE NUMBER:		AREA CODE	847	NUMBER	362-3950

CONTRACTOR INFORMATION

NAME:	LAST	FIRST	MIDDLE	TELEPHONE NUMBER:	AREA CODE	NUMBER
MAILING ADDRESS:		CITY:		STATE:		ZIP:

CONSTRUCTION SITE INFORMATION

FACILITY NAME:	Monaville Rd (CH55) Prj. HD-8003(695)	OTHER NPDES PERMIT NOS.:	I	L	R	1	0						
FACILITY LOCATION:	At Grant Woods Forest Preserve												
CITY:	Grant Township	STATE:	IL	ZIP:	60041	LATITUDE:	42	24	00	LONGITUDE:	88	07	00
COUNTY:	Lake	SECTION:	12	TOWNSHIP:	T45N	RANGE:	R9E						

DATE PROJECT HAS BEEN COMPLETED AND STABILIZED:

I certify under penalty of law that disturbed soils at the identified facility have been finally stabilized or that all storm water discharges associated with industrial activity from the identified facility that are authorized by an NPDES general permit have otherwise been eliminated. I understand that by submitting this notice of termination, that I am no longer authorized to discharge storm water associated with industrial activity by the general permit, and that discharging pollutants in storm water associated with industrial activity to Waters of the State is unlawful under the Environmental Protection Act and the Clean Water Act where the discharge is not authorized by an NPDES permit.

OWNER SIGNATURE: _____ DATE: _____

MAIL COMPLETED FORM TO:
(DO NOT SUBMIT ADDITIONAL DOCUMENTATION UNLESS REQUESTED)

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF WATER POLLUTION CONTROL
ATTN: PERMIT SECTION
POST OFFICE BOX 19276
SPRINGFIELD, ILLINOIS 62794-9276

FOR OFFICE USE ONLY

LOG:
PERMIT NO. ILR10 _____
DATE:

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

GUIDELINES FOR COMPLETION OF NOTICE OF TERMINATION (NOT) FORM

Please adhere to the following guidelines:

Submit original, photocopy or facsimile copies. Facsimile and/or photo copies should be followed-up with an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the lower right hand corner.

- ▶ Submit completed forms to:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Permit Section
Post Office Box 19276
Springfield, Illinois 62794-9276
217/782-0610

- ▶ Reports must be typed or printed legibly and signed.

- ▶ NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.

- ▶ Use the formats given in the following examples for correct form completion.

	<u>Example</u>	<u>Format</u>
SECTION	12	1 or 2 numerical digits
TOWNSHIP	12N	1 or 2 numerical digits followed by "N" or "S"
RANGE	12W	1 or 2 numerical digits followed by "E" or "W"

- ▶ Final stabilization has occurred when:

- (a) all soil disturbing activities at the site have been completed
- (b) a uniform perennial vegetative cover with a density of 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures,
- (c) or equivalent permanent stabilization measures have been employed.

**SCHLEEDE
HAMPTON
ASSOCIATES** INC
CONSULTING ENGINEERS

July 9, 2003

Mr. Matthew J. Smith, P.E.
Civiltech Engineering, Inc.
450 E. Devon Avenue
Suite 300
Itasca, Illinois 60143

Re: Geotechnical Exploration and Analysis
Monaville Road @ Grant Woods Trail Underpass
Lake County, Illinois
SHA File No. 73240

Dear Mr. Smith:

We have completed the field exploration work and analysis of the foundation conditions at the proposed underpass location.

Project Description

An underpass structure is proposed to take the Grant Woods Pedestrian/Bike Trail under Monaville Road at the current at grade crossing (Project Station 21+00). The structure is to be cast in place, with the bottom of the underpass at elevation 778.88. The existing grade of Monaville Road at the trail is 795.73.

Field Exploration

The field exploration included two (2) structure borings, north and south of Monaville Road. The borings are identified as SB-1 and SB-2. The boring and sampling methods were conducted in general accordance with the requirements of the Illinois Department of Transportation (IDOT) Specifications for Structure Borings. In addition a pavement core and shallow depth subgrade probe was made in Monaville Road at the crossing.

Drilling and Sampling Procedures-Structure Borings

The soil borings were performed using a drill rig equipped with a rotary head. The holes were advanced with solid stem flight augers.

Sampling Procedures, Structure Borings - Representative samples were obtained by the use of split-spoon sampling procedures in accordance with the A.S.T.M. Procedure D-1586 at 2-1/2 ft. intervals.

FROM / 3966 WEST DAYTON STREET, SUITE D
REPLY McHENRY, ILLINOIS 60050-8376
TO: 815-578-8900 • FAX: 815-578-8862

LABORATORY
1612 LANDMEIER ROAD, UNIT C
 ELK GROVE VILLAGE, ILLINOIS 60007-2463
847-228-1079 • FAX: 847-228-0633

LABORATORY
3966 WEST DAYTON STREET, SUITE A
 McHENRY, ILLINOIS 60050-8376
815-385-8351 • FAX: 815-385-8456

Field Tests and Measurements

Standard Penetration Tests - During the split-spoon sampling procedures, a standard penetration test was performed in accordance with current A.S.T.M. D-1586 Procedures. At sampling intervals, advancement of the boring was stopped and all loose material removed from the bore hole. The sampler was then lowered into the hole and seated in undisturbed soil by pushing or tapping, taking suitable precautions that the rods were reasonably tight. The sampling spoon was then advanced by driving using a drop hammer. During the sampling procedure, the standard penetration value (N) of the soil was determined. The standard penetration value (N) is defined as the number of blows of a one hundred-forty pound (140 lb.) hammer, dropped thirty (30) inches required to advance the spoon sampler one foot (1') into the soil.

The results of the standard penetration tests indicate the relative density and comparative consistency of the soils, and thereby provide a basis for estimating the relative strength and compressibility of the soil profile components. The results of standard penetration tests can be found on the attached boring logs.

Strength Tests - During the field boring operations, samples of the predominantly cohesive soil from the split-spoon sampling device were tested using a hand held soil penetrometer to aid in determining the strength of the soil. Consideration must be given to the manner in which the values of the unconfined compressive strengths were obtained. Split-spoon sampling techniques provide a representative, but somewhat disturbed, soil sample.

Pavement Core - The pavement core was made with a portable drill rig equipped with 4"(O.D.) diamond tipped core barrel. Pavement materials were logged in the field. The core was retained and brought to our laboratory for further analysis and final logging. Subgrade samples were obtained with hand auger equipment.

Laboratory Testing

A supplemental testing program was conducted to ascertain additional pertinent engineering characteristics of the foundation materials. The soils laboratory work was performed in accordance with applicable ASTM and IDOT standards.

The laboratory testing program included visual classification, and moisture contents were performed on each sample obtained. The results of these laboratory tests are presented on the attached Structure Foundation Boring Logs.

Subsurface Description

The existing bike path is paved. Bituminous Concrete (2" to 2-1/2") over a crushed Limestone (5" to 6") granular base was encountered at the boring locations. Monaville Road is a full depth Bituminous Concrete (14-1/2") pavement with no granular base.

SCHLEEDE HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS

Very stiff to hard Silty CLAY, A-6 was encountered to the extent of the borings, which were terminated at a depth of 30.0 feet below the existing ground surface. Isolated granular seams should be anticipated and were encountered at a depth of 19.1' and 22.0' in borings SB-1 and SB-2, respectively. The materials possessed an unconfined compressive strength of 2.13 to 6.80 tons per square foot at a moisture content of 13 to 19%.

Groundwater Observations

During drilling operations, groundwater was encountered at a depth of 19.0' to 22.0'. Upon completion, water levels were recorded at a depth of 13.2' to 22.5', rising to a depth of 11.5' to 20.3' after 30 to 90 minutes. The borings were backfilled due to the proximity of the traveled bike path.

Foundation Discussion and Recommendation

General

The cast in place structure would be supported on conventional shallow depth footings, a suitable depth below the proposed ground surface to protect against the adverse affects of frost and seasonal variations in moisture content.

Foundation Design

Materials encountered at the anticipated footing elevation of 3.5 feet below the path grade (775.38) are very stiff to hard Silty CLAY, A-6 suitable for foundation support. Based on the subsurface conditions and preliminary engineering available at this time, support of the structure, constructed on these approved bearing soils is considered most feasible and recommended. Footings for the structures may be proportioned using a net allowable bearing capacity of 4,000 pounds per square foot.

Isolated water bearing soil was encountered above and slightly below the anticipated foundation depth. Where encountered, construction dewatering will be required to protect the bearing soils and maintain a suitable work area. If encountered at the proposed foundation depth, the materials should be removed and the foundations stepped to suitable bearing or constructed on a Granular Structural Fill.

Granular Structural Fill

Materials utilized as fill beneath building foundations should be a well graded granular material such as Illinois Department of Transportation (IDOT) CA06 or equivalent. The materials should be placed in lifts not to exceed nine (9) inches loose measure and compacted to a minimum of 95% of the maximum dry density as defined by ASTM D-1557, 'Laboratory Compaction Characteristics of Soil using Modified Effort'.

SCHLEEDE HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS

Lateral Earth Pressures on Walls

For a rigidly restrained wall, an at-rest earth pressure condition is appropriate. Equivalent fluid pressures of 95 and 110 pounds per square foot for a drained and undrained case, respectively should be used for design.

Wall Backfill and Drainage

It is recommended that the backfill behind the walls should be a free-draining granular material, such as IDOT FA02 gradation. The top twenty-four (24) inches of the backfill should be a cohesive (clay) soil or a well graded granular soil such as IDOT CA06 to limit surface infiltration and reduce the amount of surface water from entering the backfill. Perforated drains, surrounded with a properly graded filter stone or fabric should be provided at the bottom of each wall to remove groundwater from behind the walls.

General Design and Construction Considerations

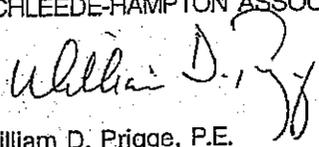
The removal of the existing structures and the construction of the proposed structures should be done in accordance with Section 500 of the IDOT Standard Specifications for Road and Bridge Construction, adopted January 1, 2002.

Closure

Thank you for the opportunity to be of continuing service. Please contact us if you have any questions regarding the information contained in this report.

Very truly yours,

SCHLEEDE-HAMPTON ASSOCIATES, INC.


William D. Prigge, P.E.
Project Manager

Appendix

APPENDIX

Structure Foundation Boring Logs SB-1 and SB-2

Pavement Core Measurement Log

General Notes

SCHLEEDE-HAMPTON ASSOCIATES, INC.

• CONSULTING ENGINEERS

FOUNDATION BORING LOG

SHEET 1 OF 1

PROJECT 73240 DATE 6/30/03
 ROUTE Monaville Road Underpass UNDERPASS Bicycle/Pedestrian BORED BY S. Euker
 City Grant Township STATION 21+00 CHECKED BY W. Prigge

COUNTY Lake
 BORING NO. SB-1
 STATION 21+00
 OFFSET 19'L

					GROUNDWATER OBSERVATIONS							
					DURING DRILLING:							
					COMPLETION:							
					AFTER	HOURS						
					Depth	Blows per 6 in. (*)	Qu tsf	W %				
GROUND SURFACE: 795.7					0 (ft)				continued			
Bituminous Concrete Pavement (2-1/2") over Grey Crushed Limestone, A-1-a (6")									20 (ft)			
Very stiff, dark grey Silty CLAY, A-6						8						
						5	2.47	19		6		
						5	ES		9	3.10	19	
Hard, brown and grey Silty CLAY, A-6												
						4			7			
						7	4.12	17	8	2.33	16	
					5				15	ES		
						4						
						7						
						8						
						14	5.82	13		6		
						16	S		8	2.79	16	
						8						
						15	6.21	14		6		
					10				7			
						22	S		7	2.64	17	
									9	ES		
End of Boring @ 30.0 feet												
Hard, grey Silty CLAY, A-6						9						
						22	5.82	14				
						27	S					
						6						
						9	4.07	14				
					15							
						14	S					
						7						
						11	6.21	14				
						16	S					
Med. dense, grey Silty LOAM, wet, A-4												
						8	=	=				
						11	2.13	18				
Very stiff, grey Silty CLAY, A-6					20							
						15	ES					
continued												

* The Standard Penetration, N Value is the sum of the last two blow counts in the sample (AASHTO T 206)

Qu-Unconfined Compressive Strength (tsf)
 W-Water Content-percentage of oven dry weight (%)

Type Failure: B-Bulge Failure
 S-Shear Failure
 E-Estimated Value
 P-Penetrometer

SCHLEEDE-HAMPTON ASSOCIATES, INC.

• CONSULTING ENGINEERS

FOUNDATION BORING LOG

SHEET 1 OF 1

PROJECT 73240
 ROUTE Monaville Rd Underpass
 City Grant Township
 COUNTY Lake
 BORING NO. SB-2
 STATION 20+98
 OFFSET 30'R

BRIDGE Bicycle/Pedestrian
 STATION 0+20 to 0-31.5

DATE 6/30/03
 BORED BY S. Euker
 CHECKED BY W. Prigge

					GROUNDWATER OBSERVATIONS			
					DURING DRILLING: <u>22.0'</u>			
					COMPLETION: <u>13.2'</u>			
					AFTER <u>0.5</u> HOURS <u>11.5'</u>			
GROUND SURFACE: <u>795.9</u>	Depth	Blows per 6 in. (*)	Qu tsf	W %	Depth	Blows per 6 in. (*)	Qu tsf	W %
Bituminous Concrete Pavement (2") over Crushed Limestone, A-1-a (5")	0 (ft)				20 (ft)			
Very stiff, brown and grey Silty CLAY, A-6		8				10		
Very stiff to hard, brown and grey Silty CLAY, A-6		4	2.91	25		12	4.07	18
		5	BS			14	BS	
		5				8		
		9	6.79	15		11	2.91	18
		15	S		25	14	BS	
		7				9		
		16	6.80	15		10	2.33	19
		17	S			10	BS	
		9				7		
		12	3.58	15		8	2.13	21
	16	BS		30	9	BS		
					End of Boring @ 30.0 feet			
	9							
	12	3.91	13					
	16	BS						
	7							
	15	5.04	16					
	17	BS		15				
Hard to very stiff, grey Silty CLAY, A-6		9						
		13	6.79	15				
		19	S					
	6							
	12	4.66	16					
	17	BS		20				
continued								

* The Standard Penetration, N Value is the sum of the last two blow counts in the sample (AASHTO T 206)

Qu-Unconfined Compressive Strength (tsf)
 W-Water Content-percentage of oven dry weight (%)

Type Failure: B-Bulge Failure
 S-Shear Failure
 E-Estimated Value
 P-Penetrometer

84

GENERAL NOTES

PARTICLE SIZE DESCRIPTION & TERMINOLOGY

Coarse Grained or Granular Soils have more than 50% of their dry weight retained on a #200 sieve; they are described as: boulders, cobbles, gravel or sand. Fine Grained soils have less than 50% of their dry weight retained on a #200 sieve; they are described as: clays or clayey silts if they are cohesive and silts if they are non-cohesive. In addition to gradation, granular soils are defined on the basis of their relative in-place density and the fine grained soils on the basis of their strength or consistency and their plasticity.

Major Component of Sample	Size Range	Descriptive Term of Components Also Present in Sample	Approximate Quantity (Percent)
Boulders	Over 8 in. (200 mm)		
Cobbles	8 inches to 3 inches (200 mm to 75mm)	Trace	1 - 9
Gravel	3 inches to #10 sieve (75mm to 2.00mm)	Little	10 - 19
Sand	#10 to #200 sieve (2.00mm to 75mm)	Some	20 - 34
Silt	Passing #200 sieve (75mm to 2mm)	And	35 - 50
Clay	Smaller than 2mm		

RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

GRANULAR SOILS

DENSITY CLASSIFICATION	APPROXIMATE RANGE OF N *
Very Loose	0 - 3
Slightly Dense	4 - 9
Medium Dense	10 - 29
Dense	30 - 49
Very Dense	50 - 80
Extremely Dense	80 +

COHESIVE SOILS

CONSISTENCY	UNCONFINED COMPRESSIVE STRENGTH, Qu - TSF	APPROXIMATE RANGE OF N *
Very Soft	0.25	0 - 2
Soft	0.25 - 0.49	3 - 4
Firm	0.50 - 0.99	5 - 8
Stiff	1.00 - 1.99	9 - 15
Very Stiff	2.00 - 3.99	16 - 30
Hard	4.00 - 8.00	31 - 50
Very Hard	8.00 +	Over 50

* **STANDARD PENETRATION TEST (ASTM D1586)** - A 2.0" outside-diameter, split barrel sampler is driven into undisturbed soil by means of a 140 pound weight falling freely through a vertical distance of 30 inches. The sampler is normally driven 3 successive 6 inch increments. The total number of blows required for the final 12 inches of penetration is the Standard Penetration Resistance (N).

HMA FIELD VMA (DISTRICT ONE)

Effective: January 1, 2007

Add the following to the table in Article 1030.05(d)(2)(a):

"Parameter	Frequency of Tests		Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	
Field VMA	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	1 per day	Illinois-Modified AASHTO R35"
Note 5			

Note 5. The G_{sb} used in the Field VMA calculation shall be the same average G_{sb} value listed in the mix design.

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

"CONTROL LIMITS			
Parameter	High ESAL	High ESAL	All Other
	Low ESAL	Low ESAL	
	Individual Test	Moving Avg. of 4	Individual Test
Field VMA	$\pm 0.7\%$ ^{2/}	$\pm 0.5\%$ ^{2/}	N/A

2/ Allowable limit below minimum design VMA requirement"

Revise Article 1030.05(d)(6)a.1. to read:

"1. Voids, Field VMA and Asphalt Binder Content."

Revise the second sentence in Article 1030.05(d)(6)a.1.(a) to read:

"If the retest for voids, field VMA or asphalt binder content exceeds control limits, HMA production shall cease and immediate corrective action shall be instituted by the Contractor."

86a.

Add the following to the table in Article 1030.05(d)(5):

"CONTROL CHART REQUIREMENTS	High ESAL Low ESAL	All Other
	Field VMA"	

Revise the table in 1030.05(e) to read as follows:

"Test Parameter	Acceptable Limits of Precision
% Passing: ^{1/}	
1/2 in. (12.5 mm)	5.0 %
No. 4 (4.75 mm)	5.0 %
No. 8 (2.36 mm)	3.0 %
No. 30 (600 μm)	2.0 %
Total Dust Content No. 200 (75 μm) ^{1/}	2.2 %
Asphalt Binder Content	0.3 %
Maximum Specific Gravity of Mixture	0.026
Bulk Specific Gravity	0.030
Field VMA	1.4%
Density (% Compaction)	1.0 % (Correlated)"

86b.

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

SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES

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

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

Replace Article 105.07 of the Standard Specifications with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CEMENT (BDE)

Effective: January 1, 2007

Revise Section 1001 of the Standard Specifications to read:

"SECTION 1001. CEMENT

1001.01 Cement Types. Cement shall be according to the following.

- (a) Portland Cement. Acceptance of portland cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland cement shall be according to ASTM C 150, and shall meet the standard physical and chemical requirements. Type I or Type II may be used for cast-in-place, precast, and precast prestressed concrete. Type III may be used according to Article 1020.04, or when approved by the Engineer. All other cements referenced in ASTM C 150 may be used when approved by the Engineer.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement and the total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids that improve the flowability of cement, reduce pack-set, and improve grinding efficiency. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302 and Class C fly ash according to the chemical requirements of AASHTO M 295.

- (b) Portland-Pozzolan Cement. Acceptance of portland-pozzolan cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland-pozzolan cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IP or I(PM) may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The pozzolan constituent for Type IP shall be a maximum of 21 percent of the weight (mass) of the portland-pozzolan cement. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

For cast-in-place construction, portland-pozzolan cements shall only be used from April 1 to October 15.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

- (c) Portland Blast-Furnace Slag Cement. Acceptance of portland blast-furnace slag cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type I(SM) slag-modified portland cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

For cast-in-place construction, portland blast-furnace slag cements shall only be used from April 1 to October 15.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.

- (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
- (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
- (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).

- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The

chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al_2O_3), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO_3), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

1001.02 Uniformity of Color. Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.

1001.03 Mixing Brands and Types. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.

1001.04 Storage. Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

80166

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: January 1, 2007

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

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of

DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 10 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

- (a) The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders may consult the DBE Directory as a reference source for DBE companies certified by the Department. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.il.gov.

BIDDING PROCEDURES. Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid not responsive.

- (a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the

project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The name and address of each DBE to be used;
 - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
 - (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
 - (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five working day period in order to cure the deficiency.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to

count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show

that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the

ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of

Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to

find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (e) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)

Effective: January 1, 2007

- Page 60 Article 109.07(a). In the second line of the first paragraph change "amount" to "quantity".
- Page 207 Article 406.14. In the second line of the second paragraph change "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS, of the mixture composition specified;" to "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS;".
- Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:
- "Excavation in rock will be measured for payment according to Article 502.12.
- Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be measured for payment according to Article 202.07."
- Page 398 Article 540.08. Add the following two paragraphs after the fifth paragraph:
- "Excavation in rock will be paid for according to Article 502.13.
- Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be paid for according to Article 202.08."
- Page 465 Article 551.06. In the second line of the first paragraph change "or" to "and/or".
- Page 585 Article 701.19(a). Add "701400" to the second line of the first paragraph.
- Page 586 Article 701.19(c). Delete "701400" from the second line of the first paragraph.
- Page 586 Article 701.19. Add the following subparagraph to this Article:
- "(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05."
- Page 587 Article 701.20(b). Delete "TRAFFIC CONTROL AND PROTECTION 701400;" from the first paragraph.
- Page 588 Article 701.20. Add the following subparagraph to this Article.
- "(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06."
- Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete "5.65 (TY III)", and add to the maximum cement factor for Class PC Concrete "7.05 (TY III)".

- Page 765 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria (metric), add to the minimum cement factor for Class PC Concrete "335 (TY III)", and add to the maximum cement factor for Class PC Concrete "418 (TY III)".
- Page 809 Article 1030.05. Revise the subparagraph "(a) Quality Assurance by the Engineer." to read "(e) Quality Assurance by the Engineer."
- Page 946 Article 1080.03(a)(1). In the third line of the first paragraph revise "(300 μm)" to "(600 μm)".
- Page 963 Article 1083.02(b). In the second line of the first paragraph revise "ASTM D 4894" to "ASTM D 4895".
- Page 1076 In the Index of Pay Items delete the pay item "BITUMINOUS SURFACE REMOVAL – BUTT JOINT".
- Page 1081 In the Index of Pay Items add "Section 406, HOT-MIX ASPHALT SURFACE REMOVAL – BUTT JOINT, Page 207".

80168

HOT-MIX ASPHALT EQUIPMENT, SPREADING AND FINISHING MACHINE (BDE)

Effective: January 1, 2005

Revised: January 1, 2007

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

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

80142

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

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

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

| 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

80022

PRECAST CONCRETE HANDLING HOLES (BDE)

Effective: January 1, 2007

Add the following to Article 540.02 of the Standard Specifications:

"(g) Handling Hole Plugs1042.16"

Add the following paragraph after the sixth paragraph of Article 540.06 of the Standard Specifications:

"Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar, or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar."

Add the following to Article 542.02 of the Standard Specifications:

"(ee) Handling Hole Plugs1042.16"

Revise the fifth paragraph of Article 542.04(d) of the Standard Specifications to read:

"Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation."

Add the following to Article 550.02 of the Standard Specifications:

"(o) Handling Hole Plugs1042.16"

Replace the fourth sentence of the fifth paragraph of Article 550.06 of the Standard Specifications with the following:

"Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation."

Add the following to Article 602.02 of the Standard Specifications:

"(p) Handling Hole Plugs 1042.16(a)"

Replace the fifth sentence of the first paragraph of Article 602.07 of the Standard Specifications with the following:

"Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar."

Add the following to Section 1042 of the Standard Specifications:

"**1042.16 Handling Hole Plugs.** Plugs for handling holes in precast concrete products shall be as follows.

- (a) **Precast Concrete Plug.** The precast concrete plug shall have a tapered shape and shall have a minimum compressive strength of 3000 psi (20,700 kPa) at 28 days.
- (b) **Polyethylene Plug.** The polyethylene plug shall have a "mushroom" shape with a flat round top and a stem with three different size ribs. The plug shall fit snugly and cover the handling hole.

The plug shall be according to the following.

Mechanical Properties	Test Method	Value (min.)
Flexural Modulus	ASTM D 790	3300 psi (22,750 kPa)
Tensile Strength (Break)	ASTM D 638	1600 psi (11,030 kPa)
Tensile Strength (Yield)	ASTM D 638	1200 psi (8270 kPa)

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

80171

RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007

Revised: January 2, 2007

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

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT

1031.01 Description. Reclaimed asphalt pavement (RAP) is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

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

Prior to milling, the Contractor shall request the District to provide verification of the quality of the RAP to clarify appropriate stockpile.

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

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

(d) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

(e) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

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

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

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

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

(a) Testing Conglomerate 3/8. In addition to the requirements above, conglomerate 3/8 RAP shall be tested for maximum theoretical specific gravity (G_{mm}) at a frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

- (b) Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G_{mm} . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

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

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

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

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

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

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

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

- (d) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

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

- (a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- (c) Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be either homogeneous or conglomerate 3/8, in which the coarse aggregate is Class B quality or better.
- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be homogeneous, conglomerate 5/8, or conglomerate 3/8, in which the coarse aggregate is Class C quality or better.
- (e) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate 5/8, conglomerate 3/8, or conglomerate DQ.
- (f) The use of RAP shall be a contractor's option when constructing HMA in all contracts. When the contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table for a given N Design.

Max RAP Percentage

SUPERPAVE MIXTURES ^{1/, 3/}	MAXIMUM % RAP			
	Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10	10
50	25	15	10	10
70	15 / 25 ^{2/}	10 / 15 ^{2/}	10	10
90	10	10	10	10
105	10	10	10	10

Note 1: For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.

Note 2: Value of Max % RAP if 3/8 RAP is utilized.

Note 3: When RAP exceeds 20%, the high & low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25% RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

1031.06 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP material meeting the above detailed requirements.

RAP designs shall be submitted for volumetric verification. If additional RAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

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

To remove or reduce agglomerated material, a scalping screen, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

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

HMA plants utilizing RAP shall be capable of automatically recording and printing the mixture proportions and asphalt binder content. The asphalt binder content as a percentage of the total mix shall be printed as well as the individual percentages of virgin asphalt binder and residual asphalt binder from the RAP.

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

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

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: January 1, 2007

Revise Article 1006.10(a) of the Standard Specifications to read:

"(a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.

(1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.

a. Chemical Composition. The chemical composition of the bars shall be according to the following table.

CHEMICAL COMPOSITION		
Element ^{1/}	Heat Analysis (% maximum)	Product Analysis (% maximum)
Carbon	0.30	0.33
Manganese	1.50	1.56
Phosphorus	0.035	0.045
Sulfur	0.045	0.055
Silicon	0.50	0.55
Nickel	2/	2/
Chromium	2/	2/
Molybdenum	2/	2/
Copper	2/	2/
Titanium	2/	2/
Vanadium	2/	2/
Columbium	2/	2/
Aluminum	2/, 3/	2/, 3/
Tin ^{4/}	0.040	0.044

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

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

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

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

- b. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
- c. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
- d. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.

(2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.

- a. Certification. The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.
- b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
- c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

80151

SEEDING (BDE)

Effective: July 1, 2004

Revised: January 1, 2007

Revise the following seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

"Table 1 - SEEDING MIXTURES		
Class - Type	Seeds	lb/acre (kg/hectare)
2 Roadside Mixture 7/	Inferno Tall Fescue, Tarheel II Tall Fescue, or Quest Tall Fescue Perennial Ryegrass Creeping Red Fescue Red Top	100 (110) 50 (55) 40 (50) 10 (10)
2A Salt Tolerant Roadside Mixture 7/	Inferno Tall Fescue, Tarheel II Tall Fescue, or Quest Tall Fescue Perennial Ryegrass Audubon Red Fescue Rescue 911 Hard Fescue Fults Salt Grass 1/	60 (70) 20 (20) 30 (20) 30 (20) 60 (70)"

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

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

Revise the first sentence of the first paragraph of Article 1081.04(c)(7) of the Standard Specifications to read:

"The seed quantities indicated per acre (hectare) for Prairie Grass Seed in Classes 3, 3A, 4, 4A, 6, and 6A in Article 250.07 shall be the amounts of pure, live seed per acre (hectare) for each species listed."

80131

SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)

Effective: November 1, 2005

Revised: January 1, 2007

Definition. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for cast-in-place concrete construction items involving Class MS, DS, and SI concrete.

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. Article 1020.04 of the Standard Specifications shall apply, except as follows:

- (a) The cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m). The cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used.
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

Test Methods. Illinois Test Procedures SCC-1, SCC-2, SCC-3, SCC-4, SCC-5, SCC-6, and Illinois Modified AASHTO T 22, 23, 121, 126, 141, 152, 177, 196, and 309 shall be used for testing of self-consolidating concrete mixtures.

Mix Design Submittal. The Contractor's Level III PCC Technician shall submit a mix design according to the "Portland Cement Concrete Level III Technician" course manual, except target slump information is not applicable and will not be required. However, a slump flow target range shall be submitted. In addition, the design mortar factor may exceed 1.10 and durability test data will be waived.

A J-ring value shall be submitted if a lower mix design maximum will apply. An L-box blocking ratio shall be submitted if a higher mix design minimum will apply. The Contractor shall also indicate applicable construction items for the mix design.

Trial mixture information will be required by the Engineer. A trial mixture is a batch of concrete tested by the Contractor to verify the Contractor's mix design will meet specification requirements. Trial mixture information shall include test results as specified in the "Portland Cement Concrete Level III Technician" course manual. Test results shall also include slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index. For the trial mixture, the slump flow shall be near the midpoint of the proposed slump flow target range.

Trial Batch. A minimum 2 cu yd (1.5 cu m) trial batch shall be produced, and the self-consolidating concrete admixture dosage proposed by the Contractor shall be used. The slump flow shall be within 1.0 in. (25 mm) of the maximum slump flow range specified by the Contractor, and the air content shall be within the top half of the allowable specification range.

The trial batch shall be scheduled a minimum of 21 calendar days prior to anticipated use and shall be performed in the presence of the Engineer.

The Contractor shall provide the labor, equipment, and materials to test the concrete. The mixture will be evaluated by the Engineer for strength, air content, slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index.

Upon review of the test data from the trial batch, the Engineer will verify or deny the use of the mix design and notify the Contractor. Verification by the Engineer will include the Contractor's target slump flow range. If applicable, the Engineer will verify the Contractor's maximum J-ring value and minimum L-box blocking ratio.

A new trial batch will be required whenever there is a change in the source of any component material, proportions beyond normal field adjustments, dosage of the self-consolidating concrete admixture, batch sequence, mixing speed, mixing time, or as determined by the Engineer. The testing criteria for the new trial batch will be determined by the Engineer.

When necessary, the trial batches shall be disposed of according to Article 202.03 of the Standard Specifications.

Mixing Portland Cement Concrete. In addition to Article 1020.11 of the Standard Specifications, the mixing time for central-mixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed or shrink-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

Wash water, if used, shall be completely discharged from the drum or container before the succeeding batch is introduced.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed, truck-mixed, and shrink-mixed concrete.

Falsework and Forms. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall consider the fluid nature of the concrete for designing the falsework and forms. Forms shall be tight to prevent leakage of fluid concrete.

Placing and Consolidating. Concrete placement and consolidation shall be according to Article 503.07 of the Standard Specifications, except as follows:

Revise the third paragraph of Article 503.07 of the Standard Specifications to read:

"Open troughs and chutes shall extend as nearly as practicable to the point of deposit. The drop distance of concrete shall not exceed 5 ft (1.5 m). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted."

Delete the seventh, eighth, ninth, and tenth paragraphs of Article 503.07 of the Standard Specifications.

Add to the end of the eleventh paragraph of Article 503.07 of the Standard Specifications the following:

"Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer."

Quality Control by Contractor at Plant. The specified test frequencies for aggregate gradation, aggregate moisture, air content, unit weight/yield, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed as needed to control production. The column segregation index test and hardened visual stability index test will not be required to be performed at the plant.

Quality Control by Contractor at Jobsite. The specified test frequencies for air content, strength, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 50 cu yd (40 cu m) thereafter. The Contractor shall select either the J-ring or L-box test for jobsite testing.

The column segregation index test will not be required to be performed at the jobsite. The hardened visual stability index test shall be performed on the first truck delivery of the day, and every 300 cu yd (230 cu m) thereafter. Slump flow, visual stability index, J-ring value or L-box blocking ratio, air content, and concrete temperature shall be recorded for each hardened visual stability index test.

The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.

If mix foaming or other potential detrimental material is observed during placement or at the completion of the pour, the material shall be removed while the concrete is still plastic.

Quality Assurance by Engineer at Plant. For air content and aggregate gradation, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, and J-ring or L-box tests, quality assurance independent sample testing and split sample testing will be performed as determined by the Engineer.

Quality Assurance by Engineer at Jobsite. For air content and strength, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, J-ring or L-box, and hardened visual stability index tests, quality assurance independent sample testing will be performed as determined by the Engineer.

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 1.5 in. (40 mm) for slump flow and a limit of precision will not apply to the visual stability index.

For the J-ring or the L-box quality assurance split sample testing, a minimum of 80 percent of the total tests required of the Contractor will be witnessed by the Engineer per plant, which will

include a minimum of one witnessed test per mix design. The Engineer reserves the right to conduct quality assurance split sample testing. The acceptable limit of precision will be 1.5 in. (40 mm) for the J-ring value and ten percent for the L-box blocking ratio.

For each hardened visual stability index test performed by the Contractor, the cut cylinders shall be presented to the Engineer for determination of the rating. The Engineer reserves the right to conduct quality assurance split sample testing. A limit of precision will not apply to the hardened visual stability index.

80152

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004

Revised: January 1, 2007

Definition. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for precast concrete products.

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. The mix design criteria shall be as follows:

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m).
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements of Article 1020.04 of the Standard Specifications shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

Placing and Consolidating. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer.

Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.

Mix Design Approval. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

80132

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

80143

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

Revised: January 1, 2007

Revise the second sentence of the first paragraph of Article 280.04(a) of the Standard Specifications to read:

"Temporary ditch checks shall be constructed with rolled excelsior, products from the Department's approved list, or with aggregate when specified."

Revise Article 1081.15(f) of the Standard Specifications to read:

"(f) Rolled Excelsior. Rolled excelsior shall consist of an excelsior fiber filling totally encased inside netting and sealed with metal clips or knotted at the ends. Each roll shall be a minimum of 20 in. (500 mm) in diameter and a minimum of 10 ft (3 m) in length. Each 10 ft (3 m) roll shall have a minimum weight (mass) of 30 lbs (13.6 kg). The excelsior fiber filling shall be weed free. At least 80 percent of the fibers shall be a minimum of 6 in. (150 mm) in length. The fiber density shall be a minimum of 1.38 lb/cu ft (22 kg/cu m). The netting shall be composed of a polyester or polypropylene material which retains 70 percent of its strength after 500 hours of exposure to sunlight. The maximum opening of the net shall be 1 x 1 in. (25 x 25 mm)."

80087

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

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

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be **1**. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

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

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

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

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

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

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

METHOD OF MEASUREMENT The unit of measurement is in hours.

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

20338

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within * working days.

80071

* The completion date for this contract is November 1, 2007.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4 and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or quailifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

listed on the wage determination unless the Administrator of the

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

“Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.”

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.il.gov/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.il.gov/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.