130

Letting January 18, 2019

Notice to Bidders, Specifications and Proposal

Contract No. 93722
BROWN County
Section 16-00017-01-RS (Mt. Sterling)
Route FAP 317 (Us 24)
Project HXWB-543 ()
District 6 Construction Funds

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

Illinois Department of Transportation

NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. January 18, 2019 at which time the bids will be publicly opened from the iCX SecureVault.

2. **DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

   Contract No. 93722
   BROWN County
   Section 16-00017-01-RS (Mt. Sterling)
   Project HXWB-543 ()
   Route FAP 317 (Us 24)
   District 6 Construction Funds

Resurfacing, lighting, and sidewalk improvements on Main Street, from Cross Street to Capitol Street in Mt. Sterling.

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

Randall S. Blankenhorn,
Secretary

CONTRACT 93722

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2019

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 4-1-16) (Revised 1-1-19)

SUPPLEMENTAL SPECIFICATIONS

RECURRING SPECIAL PROVISIONS

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

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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

City of Mt. Sterling
Brown County
Section 16-00017-01-RS
Project HXWB(543)

TABLE OF CONTENTS

BDE SPECIAL PROVISIONS

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, 2014
	80274			Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
	80192	75	X	Automated Flagger Assistance Device	Jan. 1, 2008	
	80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80241			Bridge Demolition Debris	July 1, 2009	
	5026I			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5048I			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5049I			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5053I			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
*	80404			Coarse Aggregate Quality for Micro-Surfacing and Cape Seals	Jan. 1, 2019	
	80384	77	X	Compensable Delay Costs	June 2, 2017	
	80198			Completion Date (via calendar days)	April 1, 2008	
	80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80293			Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
	80311			Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
	80277			Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
	80261			Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80387			Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	
*	80029	81	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2019
	80402	91	X	Disposal Fees	Nov. 1, 2018	
	80378			Dowel Bar Inserter	Jan. 1, 2017	Jan. 1, 2018
*	80405			Elastomeric Bearings	Jan. 1, 2019	
	80388	93	X	Equipment Parking and Storage	Nov. 1, 2017	
	80229			Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80304			Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2017
	80246	94	X	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	Aug. 1, 2018
*	80406			Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT Projects)	Jan. 1, 2019	
*	80398			Hot-Mix Asphalt – Longitudinal Joint Sealant	Aug. 1, 2018	Jan. 1, 2019
	80399	96	X	Hot-Mix Asphalt – Oscillatory Roller	Aug. 1, 2018	Nov. 1, 2018
	80347			Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	Aug. 1, 2018
*	80383			Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	Jan. 1, 2019
	80376	98	X	Hot-Mix Asphalt – Tack Coat	Nov. 1, 2016	
	80392	99	X	Lights on Barricades	Jan. 1, 2018	
	80336			Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
*	80393	101	X	Manholes, Valve Vaults, and Flat Slab Tops	Jan. 1, 2018	Jan. 1, 2019
	80400			Mast Arm Assembly and Pole	Aug. 1, 2018	
	80045			Material Transfer Device	June 15, 1999	Aug. 1, 2014
	80394			Metal Flared End Section for Pipe Culverts	Jan. 1, 2018	April 1, 2018
	80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
	80349			Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
	80371	103	X	Pavement Marking Removal	July 1, 2016	
	80390	104	X	Payments to Subcontractors	Nov. 2, 2017	
	80389	105	X	Portland Cement Concrete	Nov. 1, 2017	
	80359			Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Nov. 1, 2017
	80401			Portland Cement Concrete Pavement Connector for Bridge Approach Slab	Aug. 1, 2018	

	File Name	Pg.		Special Provision Title	Effective	Revised
	80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
	80328	106	X	Progress Payments	Nov. 2, 2013	
	3426I			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
	80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
*	80306	107	X	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 1, 2019
*	80407			Removal and Disposal of Regulated Substances	Jan. 1, 2019	
	80395			Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
	80340			Speed Display Trailer	April 2, 2014	Jan. 1, 2017
	80127			Steel Cost Adjustment	April 2, 2014	Aug. 1, 2017
*	80408			Steel Plate Beam Guardrail Manufacturing	Jan. 1, 2019	
	80397	117	X	Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	118	X	Subcontractor Mobilization Payments	Nov. 2, 2017	
	80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016
	80298			Temporary Pavement Marking	April 1, 2012	April 1, 2017
	20338	119	X	Training Special Provision	Oct. 15, 1975	
	80403			Traffic Barrier Terminal, Type 1 Special	Nov. 1, 2018	
*	80409	122	X	Traffic Control Devices – Cones	Jan. 1, 2019	
*	80410			Traffic Spotters	Jan. 1, 2019	
	80318			Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
	80288	123	X	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
	80302	125	X	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
	80071			Working Days	Jan. 1, 2002	

The following special provisions are in the 2019 Supplemental Specifications and Recurring Special Provisions.

File Name	Special Provision Title	New Location	Effective	Revised
80382	Adjusting Frames and Grates	Articles 602.02(s) and (t), 1043.04, and 1043.05	April 1, 2017	
80366	Butt Joints	Article 406.08(c)	July 1, 2016	
80386	Calcium Aluminate Cement for Class PP-5 Concrete Patching	Article 1001.01(e)	Nov. 1, 2017	
80396	Class A and B Patching	Articles 442.06(a)(1) and (2)	Jan. 1, 2018	Nov. 1, 2018
80377	Portable Changeable Message Signs	Articles 701.20(h) and 1106.02(i)	Nov. 1, 2016	April 1, 2017
80385	Portland Cement Concrete Sidewalk	Article 424.12	Aug. 1, 2017	

City of Mt. Sterling
Brown County
Section 16-00017-01-RS
Project HXWB(543)

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitations of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the check sheet included herein which apply to and govern the construction of Section 16-00017-01-RS Project HXWB(543) in the City of Mt. Sterling, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF WORK: This contract shall consist of removing existing pavements, curb and gutter, sidewalk and constructing new concrete curb and gutter with colored concrete parking lanes, and milling with hot mix asphalt surfacing on turning lanes and other select areas. Work items also include storm sewer, concrete sidewalk, landscape/streetscape, lighting, I-Section, LED, Signal heads (flashing beacons), driveway pavement and other related work on Main Street (US 24).

COMPLETION DATE: All work required in this contract shall be completed by December 15, 2019. In addition to the final completion date all asphalt paving, pavement marking, and sodding shall be completed by November 1, 2019.

If the contractor fails to complete the required work by the completion date(s), he/she shall be liable to the Department for liquidated damages in accordance with Article 108.09 of the Standard Specifications, and any other additional special provision which may be attached herein which supplements Article 108.09. The Contractor will also be liable for additional items of work made necessary by not meeting the completion date(s). Such items include, but are not restricted to pavement patching, temporary sidewalk, temporary pavement marking, temporary erosion control, and temporary seeding.

J.U.L.I.E.: The toll free telephone number of Joint Utility Locating Information for Excavators is 800-892-0123 or 811.

TRAFFIC CONTROL: Traffic control shall be in accordance with the applicable sections of the standard specifications for road and bridge construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Article 107.09 and Sections 701 thru 703 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards.

701501
701701
701801
701901

This project shall be constructed under traffic. Proposed Lane Closures, which at any time will prevent maintenance of two-way traffic, shall be presented to the Engineer for approval prior to implementation.

Two-way traffic shall be maintained during the construction of the concrete crosswalks.

The contractor shall be responsible for the traffic control devices at all times during construction activities, and shall coordinate the items of work to keep traffic hazards and/or inconveniences to a minimum.

Sign posts shall be 100 x 100 mm (4 x 4 in.) wood posts according to Article 1007.05. The use of metal posts will not be permitted.

Type III barricades and advance warning signs shall be erected at each end of the section to safeguard the public, while warning signs shall be erected notifying traffic of construction of this project. All barricades and signs required shall be furnished by the Contractor. The Type III Barricades at the Road closure shall be equipped with two Type A warning lights.

The Contractor shall allow access to private property along the closed portions of the road or sidewalk where no other public way provides access. Open holes, trenches and drop offs shall be fenced and barricaded to protect local traffic and pedestrians. Flagger(s) will be required when work encroaches on the open lane(s).

Traffic control and protection shall be in accordance with the standards, details and special provisions in the plans and shall be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL), which price shall be payment in full for all materials, labor and equipment required to complete this item as specified and to the satisfaction of the Engineer.

STORM SEWER - WATER MAIN REQUIREMENTS 6M14 09/01/08

This work shall consist of constructing a storm sewer to meet water main standards, as required by the IEPA or when otherwise specified. The work shall be performed in accordance with applicable parts of Section 550 of the Standard Specifications, applicable sections of the current edition of the IEPA Regulations (Title 35 of the Illinois Administrative Code, Subtitle F, Chapter II, Section 653.119), the applicable sections of the current edition of the Standard Specifications for Water and Sewer Main Construction in Illinois, and as herein specified.

This provision shall govern the installation of all storm sewers which do not meet IEPA criteria for separation distance between storm sewers and water mains. Separation criteria for storm sewers placed adjacent to water mains and water service lines are as follows:

1. Water mains and water service lines shall be located at least 10 feet (3.05 meters) horizontally from any existing or proposed drain, storm sewer, or sewer service connection.

2. Water mains and water service lines may be located closer than 10 feet (3.05 meters) to a sewer line when:

   A. local conditions prevent a lateral separation of 10 feet (3.05 meters), and

   B. the water main or water service invert is 18 inches (460 mm) above the crown of the sewer, and

   C. the water main or water service is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.

3. A water main or water service shall be separated from a sewer so that its invert is a minimum of 18 inches (460 mm) above the crown of the drain or sewer whenever water mains or services cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water main or water services located 10 feet (3.05 meters) horizontally of any sewer or drain crossed.

When it is impossible to meet 1, 2, and 3 above, the storm sewer shall be constructed of concrete pressure pipe, slip-on or mechanical joint ductile iron pipe, or PVC pipe equivalent to water main standards of construction. Construction shall extend on each side of a crossing until the perpendicular distance from the water main or water service to the sewer or drain line is at least 10 feet (3.05 meters). Storm sewer meeting water main requirements shall be constructed of the following pipe materials:

Concrete Pressure Pipe

Concrete pressure pipe shall conform to the latest ANSI/AWWA C300, C301, C302, or C303.

Joints shall conform to Article 41-2.07B of the “Standard Specifications for Water and Sewer Main Construction in Illinois.”

Ductile Iron Pipe

Ductile-iron pipe shall conform to ANSI A 21.51 (AWWA C151), class or thickness designed per ANSI A 21.50 (AWWA C150), tar (seal) coated and/or cement lined per ANSI A 21.4 (AWWA C104), with a mechanical or rubber ring (slip seal or push on) joints.

Joints for ductile iron pipe shall be in accordance with the following applicable specifications.

1.	Mechanical Joints	-	AWWA C111 and C600
2.	Push-On Joints	-	AWWA C111 and C600

Plastic Pipe

Plastic pipe shall be marked with the manufacturer's name (or trademark); ASTM or AWWA specification; Schedule Number, Dimension Ratio (DR) Number or Standard Dimension Ratio (SDR) Number; and Cell Class. The pipe and fittings shall also meet NSF Standard 14, and bear the NSF seal of approval. Fittings shall be compatible with the type of pipe used. The plastic pipe options shall be in accordance with the following:

1. Polyvinyl Chloride (PVC) conforming to ASTM D 1785. Schedule 80 is the minimum required for all pipe sizes, except when the pipe is to be threaded, and then it shall be Schedule 120. It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
2. Polyvinyl Chloride (PVC) conforming to ASTM D 2241. A minimum wall thickness of SDR 26 is required for all pipe sizes (Note: The lower the SDR number, the higher the wall thickness and pressure rating). It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
3. Chlorinated Polyvinyl Chloride (CPVC) conforming to ASTM F 441. A minimum of Schedule 80 is required for all pipe sizes. Threaded joints are not allowed. It shall be made from CPVC compound meeting ASTM D 1784, Class 23447.
4. Chlorinated Polyvinyl Chloride (CPVC) conforming to ASTM F 442. A minimum wall thickness of SDR 26 is required for all pipe sizes (Note: The lower the SDR number, the higher the wall thickness and pressure rating). It shall be made from CPVC compound meeting ASTM D 1784, Class 23447.
5. Polyvinyl Chloride (PVC) conforming to ANSI/AWWA C900. A minimum of wall thickness of DR 25 is required for all pipe sizes (Note: The lower the DR number, the higher the wall thickness and pressure rating). It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
6. Polyvinyl Chloride (PVC) conforming to ANSI/AWWA C905. A minimum of wall thickness of DR 26 is required for all pipe sizes (Note: The lower the DR number, the higher the wall thickness and pressure rating). It shall be made from PVC compound meeting ASTM D 1784, Class 12454.

Joining of plastic pipe shall be by push-on joint, solvent welded joint, heat welded joint, flanged joint, or threaded joint, in accordance with the pipe manufacturer's instructions and industry standards. Special precautions shall be taken to insure clean, dry contact surfaces when making solvent or heat welded joints. Adequate setting time shall be allowed for maximum strength.

Elastomeric seals (gaskets) used for push-on joints on plastic pipe shall comply with ASTM F477.

Solvent cement shall be specific for the plastic pipe material and shall comply with ASTM D 2564 (PVC) or ASTM F 493 (CPVC) and be approved by NSF.

For water-sewer line crossings only, storm sewer meeting water main requirements may also be constructed of reinforced concrete sewer pipe. The pipe shall conform to ASTM C 76 with a joint and rubber gasket meeting ASTM C 443. The joint shall meet the leakage performance test in ASTM C 443. The pipe manufacturer must demonstrate to Illinois Department of Transportation personnel that the joints pass the leakage performance test prior to installation of the pipe. The pipe class shall meet the requirements of Section 550 of the *Standard Specifications for Road and Bridge Construction*.

This work will be measured and paid for at the contract unit price per foot (meter) for STORM SEWER (WATER MAIN REQUIREMENTS) of the diameter specified.

VALVE BOXES TO BE ADJUSTED: This work shall consist of adjusting valve boxes so the top of the box is flush with the finished grade in accordance with the applicable portions of Section 565 and 602 of the Standard Specifications and as directed by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price each for VALVE BOXES TO BE ADJUSTED, which price will be payment in full for all excavation; furnishing all materials; backfilling, including fine aggregate, and disposal of surplus material.

PAVEMENT REMOVAL OVER EXISTING WATER MAINS: At pavement removal locations over existing water mains, pavement breaking using impact equipment will not be permitted. This restriction will apply to pavement being removed within 10 feet of a water main location. The method of removal will be approved by the Engineer and will be included in the unit cost of the removal pay item.

ADJUSTING WATER MAINS: This work shall consist of lowering and relocating existing water mains in accordance with the detail shown on the plans at locations where existing water mains are in conflict with the proposed storm sewer or other construction.

All materials, construction methods, pressure testing, and disinfection of water mains shall conform with Section 561 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per foot for ADJUSTING WATER MAIN, of the size shown, measured in place. This price shall include all material, labor and equipment necessary and shall include the cost of trench backfill, hydrostatic tests and disinfecting the water main.

PRESERVING PROPERTY MARKERS: The existing property corner markers located along this section shall be protected by the Contractor. Any such monuments destroyed by the Contractor's operation shall be replaced by a Registered Land Surveyor at no additional cost to the Department.

Any expense, inconveniences, or delays caused the Contractor in complying with this Special Provision will be considered as incidental to the contract and no additional compensation will be allowed.

STATUS OF UTILITIES TO BE ADJUSTED

Name and Address of Utility	Type	Location	Estimated Date Relocation Completed
City of Mt. Sterling 201 Forest Ave. Mt. Sterling, IL	Water & Sewer	Throughout Project	During Construction
Ameren CIPS 700 Jersey Street Quincy, IL 62306	Electric (Aerial) Gas (Buried)	Throughout Project	During Construction
Adams Telephone Coop. 405 Emminga Road Golden, Illinois	Telephone	Throughout Project	During Construction
Cass Communications 100 Redbud Road Virginia, Illinois 62691	Telephone & Cable TV	Throughout Project	During Construction

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Articles 105.07 and 107.20 of the Standard Specifications for Road and Bridge Construction shall apply.

If any utility adjustment or removal has not been completed when required by the contractor's operations, the contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the contractor's operations were affected.

REMOVING INLETS: This work shall consist of removing inlets at the locations shown on the plans in accordance with the applicable portions of Section 605 of the Standard Specifications.

At locations designated by the Engineer the flow in the existing storm sewer system shall be maintained through the area where the inlet is to be removed. The work of removing existing inlets where flow is to be maintained shall be in accordance with Article 605.03 of the Standard Specifications.

ADJUSTING WATER SERVICE LINES: This work shall consist of lowering and relocating water service lines at locations where existing water service lines are in conflict with the proposed storm sewer or other construction.

All materials, construction methods, pressure testing, and disinfection of water service lines shall conform with Section 562 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per foot for ADJUSTING WATER SERVICE LINES, regardless of the size encountered, measured in place. This price shall include all material, labor, and equipment necessary and shall include the cost of trench backfill.

COMBINATION CURB AND GUTTER REMOVAL: This work shall consist of removing concrete curb and gutter, concrete curb and stone curb at locations indicated on the plans and as directed by the Engineer and in accordance with the applicable portions of Section 440 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL in accordance with Article 440.08 of the Standard Specifications.

SAWCUTTING PAVEMENT, SIDEWALK, CURB AND COMBINATION CURB AND GUTTER: Prior to removal of any of the above items, the joint between that portion to remain and that portion to be removed shall be neatly sawed to obtain a vertical edge.

This work shall not be paid for separately, but considered included in the cost of the item being removed.

HAND GRADING: Grading shall be done by hand around light poles, utility poles, sign posts, shrubs, trees or other natural or man-made objects where shallow fills or cuts are adjacent to the items. The decision as to items to remain in place shall be as directed by the Engineer.

This work will not be paid for separately, but shall be considered included in the cost of the contract and no additional compensation will be allowed.

PRIMING OPERATIONS WITHIN THE BUSINESS DISTRICT: Care shall be taken by the Contractor during priming within the limits of this section. Consideration shall be given by the Contractor for manners of performing priming operations in these areas to minimize tracking of the prime coat by pedestrian traffic into adjacent businesses.

The Contractor shall use emulsion prime coat, prime before store hours, prime after store hours, gap prime at pedestrian crossings, prime just far enough ahead of his asphalt laydown operation to assure that the prime coat breaks or prime on weekends when businesses are closed. Care shall also be used in these areas not to prime more area than can be overlaid in one day's operation.

Any inconveniences incurred by the Contractor in complying with this Special Provision will be considered included in the cost per pound for BITUMINOUS MATERIALS (TACK COAT) and no additional compensation will be allowed.

STRINGLINE: Some or all of the milling and/or surface on this section is intended as the first step toward establishing the proposed profile grade as represented by the top of curb. In these locations which are shown in the plans, the milling and surface will be

controlled by stringline(s) erected, maintained and removed and disposed of by the Contractor.

The cost of providing, erecting, maintaining, removing, disposing of and employing the stringline as the grade control will not be paid for separately, but shall be considered as included in the pay item involved.

HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH: This work shall consist of the partial removal of the hot-mix asphalt surfacing of the existing pavement at the locations shown on the plans.

This work shall be performed in accordance with the Special Provision for Stringline and Section 440 of the Standard Specifications.

This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH, which price shall include all labor and equipment, including stringline, necessary to complete the work to the satisfaction of the Engineer.

WATER DISTRIBUTION SYSTEM: This item shall consist of furnishing and installing water main, water services, fire hydrants, fittings, valves, valve boxes, line stops, water main casing and other appurtenances necessary to complete the work; said water main and appurtenances being of the type, classes, sizes and dimensions required on the plans; all items being furnished and installed at the places designated on the plans or by the Engineer, in accordance with these specifications and the plans.

This item shall include in the bid price per linear foot of water main in place, the cost of common excavation and trench backfill, the cost of furnishing and installing all trench bracing, all fittings required to complete the water main as shown on the plans, encasement of water main under existing sewer as shown on the plans and the material for and the making of all joints including all connections to existing mains.

This work shall be performed in accordance with and the materials shall comply with the applicable portions of the Standard Specifications for Water and Sewer Main Construction in Illinois, Seventh Edition, dated 2013 and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, dated January 1, 2016.

MATERIALS

GENERAL

The Contractor shall provide all materials required to construct a potable water main with fire hydrants, valves and fittings, valve boxes, thrust blocking, line stops, water main encasement, disinfecting and testing materials meeting regulatory requirements in accordance with:

1. Illinois Environmental Protection Agency:

    a. Technical Policy Statements, Nov. 1, 1985.
    b. "Recommended Standards for Water Works," 2003 Edition.

2. American Water Works Association (AWWA):

    a. Cement Mortar Lining for Ductile Iron and Gray Iron Pipe and Fittings for Water (ANSI/AWWA C104/A21.4-90).

    b. Rubber Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe and Fittings (ANSI/AWWA C111/A21.11.90).

    c. Standard for Disinfecting Water Mains (ANSI/AWWA C651-92).

    d. Installation of Gray and Ductile Cast Iron Water Mains and Appurtenances (ANSI/AWWA C600-87).

    e. Resilient Seated Gate Valves 3" through 12" NPS for Water and Sewage Systems (ANSI/AWWA C509-87).

    f. Dry Barrel Fire Hydrants (ANSI/AWWA C502-85).

    g. Ductile Iron and Gray-Iron fittings, 3 in. through 48 in. for water and other liquids (ANSI/AWWA C110/A21.10-93).

3. Specifications for Polyvinyl Chloride (PVC) Plastic Pipe (SDR-PR and Class T) (ASTM D2241).

4. Underground Installation of Thermoplastic Pressure Piping (ASTM D2774-72).

5. "Standard Specifications for Water and Sewer Main Construction in Illinois," Fifth Edition, dated May, 1996.

6. American Water Works Association ANSI/AWWA C900-89, Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in. for Water Distribution.

The Contractor shall transport, deliver, unload, store and handle all materials in a manner to prevent damage to the materials or the work. All damaged, broken or otherwise defective materials will be rejected. Store all circular rubber gaskets and special lubricants in packaged materials with the manufacturer's name, brand and all other applicable data plainly marked thereon.

PVC WATER MAIN PIPE**:** Pressure polyvinyl chloride pipe (PVC) of the size shown on the drawings shall be made from clear, virgin, Type 1, Grade 1 resin conforming to the latest revision of ASTM D1784. It shall be bell and spigot using a rubber gasket in accordance with ASTM F477 and be suitable for use at maximum hydrostatic working pressure of 150 psi at 73 degrees F. All pipe shall meet the requirements set forth in AWWA C900 with Dimension Ratio of DR18 and bear the National Sanitation Foundation seal for potable water. Fittings for PVC water main shall be ductile iron bolted mechanical joint with retainer glands in accordance with AWWA C110/ANSI A21.10. Compact filling conforming to ANSI/AWWA C153/A21.53-88 are acceptable. Fittings shall not be paid for separately, but considered included in the cost of the water main of the size specified.

FIRE HYDRANT COMPLETE: Fire hydrants shall be dry barrel with a frangible section near the ground line designed to break on impact. The fire hydrant shall be in accordance with AWWA C502. Fire hydrants shall have a 6-inch mechanical joint inlet connection. Two 2-1/2 inch hose nozzles and one 6" pumper nozzle shall be fitted with cast iron threaded caps with operating nuts of the same design and proportions as the hydrant stem nut. Caps shall be threaded to fit the corresponding nozzles and shall be fitted with suitable gaskets for positive water tightness under test pressures. All hydrants shall include tee, auxiliary 6-inch gate valve and box as specified below and shall not be paid for separately, but included in the cost of Fire Hydrant Complete. Joints for the fire hydrants and auxiliary 6-inch gate valve shall be mechanical with joint in accordance with AWWA A21.11 with retaining glands.

VALVES WITH VALVE BOXES**:** The minimum requirements for all gate valves shall, in design, material and workmanship, conform to the standards of AWWA C509. All materials used in the manufacturer of waterworks gate valves shall conform to the AWWA standards designed for each material listed.

1. The gate valves shall be standard pattern and shall have the name or mark of the manufacturer, size and working pressure plainly cast in raised letters on the valve body.

2. Valves for underground installation shall be mechanical joint in accordance with AWWA C110/ANSI A21.10, with joints in accordance with AWWA C111/ANSI A21.11 with retainer glands.

3. The valve bodies shall be cast iron, mounted with approved non-corrosive materials. All wearing surfaces shall be bronze or other non-corrosive material, and there shall be no moving bearing or moving contact surfaces, or moving iron in contact with iron.

4. Contact surfaces shall be machined and finished in the best workmanlike manner, and all wearing surfaces shall be easily renewable.

5. Gate valves shall be non-rising stem, resilient wedge style Mueller A-2360 with stainless steel bolts. All valves shall open by turning the operator counterclockwise.

Valve boxes of sufficient length to permit operation of the valves shall be supplied with the valves for underground installation. The cast iron valve box shall be of the extension type, Mueller #H-10360 with length sufficient to extend from the water main up to the surface of the finished grade, provided with a detachable iron lid at least six inches in diameter. The word "WATER" shall be cast on the lid of each box. A plastic alignment device shall be placed on valve stem prior to valve box placement. Valve boxes shall not be paid for separately, but considered included in the cost of the valve of the size specified.

THRUST BLOCKING: Construct poured concrete thrust blocking at all bends in piping equal to or greater than 11-1/4° and at hydrant locations. The concrete blocking shall be poured against undisturbed earth. Thrust block bearing surface shall be of size as shown on drawings and as directed by the Engineer. Concrete shall be Class SI, in accordance with the applicable requirements of Sections 503 and 1020 of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction". The cost to provide thrust blocking shall be considered included in the cost of the contract. Wrap all fittings in 6 mil plastic to act as bond breaker between the concrete and valve or fitting.

TRACER WIRE: Provide a #10 single strand coated copper tracer wire suitable for underground installation over all water mains constructed under this contract.

Wire shall be installed directly with the water main before placing any backfill. Wire shall terminate and begin at ground level within the valve boxes. Care shall be exercised during installation to not kink, twist, smash or otherwise weaken or break the wire. Installation shall be subject to the satisfaction of the Engineer. Before acceptance, the tracer wire installations shall be tested for electrical continuity. The Contractor will be responsible for conducting all tests and repairing or replacing all faulty installations to the satisfaction of the Engineer. The cost to provide tracer wire shall be considered included in the cost of the water main.

4" WATER SERVICE CONNECTIONS**:** Water service connections shall consist of a 4" ductile iron water service pipe attached to the proposed main using an appropriate tee fitting and thrust blocking. The service shall be extended thru the basement wall of the business and connected to the existing service using the appropriate reducer fitting. A 4" gate valve with valve box shall be installed immediately after the connection of the service to the main. Trenches shall be backfilled with Trench Backfill.

1 ½" WATER SERVICE CONNECTIONS:

A. Tapping Saddle shall be a Mueller H-13000 Bronze tapping saddle.

B. 1 ½" service corporations and curb stops shall be Mueller compression type (Minneapolis Pattern).

C. 1 ½" Type K copper service pipe shall be in accordance with Section 40-2.06A of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and as shown in the plans.

Any proposed water services that are under existing roadways shall be bored. Cost of boring is to be included in the per foot price. All service pipe, valve, valve boxes, and fittings shall be in accordance with PVC WATER MAIN, VALVES AND VALVE BOXES, and THRUST BLOCKING as described herein.

LINESTOPS: Furnish and install linestops for the pipe diameter specified. This work shall be completed, tested and ready for service prior to the installation of water mains or appurtenances. The static pressure at the installation site is approximately 75 psi. Prior to line stop removal, line stops shall be closed to check for installed valve leaks.

CONSTRUCTION METHODS

GENERAL: The contractor shall provide trenching, excavation, backfilling, compaction, removal of excess excavation, removal of existing water main and appurtenances as necessary, installation of water main and appurtenances, thrust blocking, disinfecting and testing, cast in place concrete and all other work necessary to complete the installation of the water main. No additional compensation will be allowed due to encounters with buried brick, concrete walls from existing basements/vaults.

TRENCHING, BACKFILLING AND COMPACTION. This work shall be performed and executed as follows:

INSPECTION:

A. Examine the area where and conditions under which trenching, backfilling and compacting for utilities are to be performed. Notify Engineer in writing of conditions detrimental to proper and timely completion of the work.

EXCAVATION OR TRENCH FOR PIPE OR CONDUIT:

A. Excavation shall be made by open cut. The sides of the trench shall be kept as nearly vertical as possible, especially from the trench floor to the level of 12 inches above the top of the pipe. Excavation shall be in accordance with Section 20 of the "Standard Specifications for Water and Sewer Main Construction in Illinois".

B. Trenches shall be excavated to a depth that will provide a covering of not less than 4'-6" or as shown on the drawings, measured from the top of the pipe barrel to the finish grade of the ground. Trench bottoms shall have a minimum width of the pipe plus 12 inches.

C. Provide and maintain such sheeting and bracing to support the sides of the excavation, and to prevent movement which might injure personnel, damage the pipe or delay the work.

BACKFILL BELOW CENTERLINE OF PIPE OR CONDUIT:

1. Granular cradle and pipe cradle materials shall be in accordance with the details shown on the drawings and in accordance with Sections 20-2.20C of the "Standard Specifications for Water and Sewer Main Construction in Illinois" and in accordance with Section 208 of the "Standard Specifications for Road and Bridge Construction".

2. Granular cradle and pipe cradle shall be placed and compacted in accordance with Sections 20-2.20B of the "Standard Specifications for Water and Sewer Main Construction in Illinois".

BACKFILL ABOVE CENTERLINE OF PIPE OR CONDUIT:

1. After completion of pressure and leakage tests specified elsewhere, the exposed pipe and joints shall be backfilled by hand, together with tamping, until fill has progressed to a minimum depth of 12 inches above the top of the pipe.

2. Backfill above the centerline of pipe or conduit shall be placed and compacted in accordance with Section 20-2.21B, of the "Standard Specifications for Water and Sewer Main Construction in Illinois" and as specified in paragraph 3 below.

3. Backfilling under existing or proposed roads, parking areas, sidewalks, other improved surfaces or at locations shown on the drawings shall be entirely aggregate for trench backfill as specified in Section 208 of the "Standard Specifications for Road and Bridge Construction.

DISPOSAL OF SURPLUS AND UNDESIRABLE EXCAVATION MATERIAL: All surplus excavated material not required for backfilling the excavation shall be removed and deposited and graded in accordance with Section 202.03 of the "Standard Specifications for Road and Bridge Construction". All undesirable material, including rocks, trees, stumps, etc. shall be removed and deposited in accordance with Section 202.03 of the "Standard Specifications for Road and Bridge Construction".

PAYMENT: Costs for work required by this specification section shall be included in the cost of the pipeline installation and no additional compensation will be allowed.

INSTALLATION

COORDINATION:

A. Coordinate installation of water line with all other crafts to alignment, depth and service locations and as shown on the drawings. Damage done to other utilities including, but not limited to telephone, cable, electrical and natural gas shall be addressed as specified in Article 107.31 of the Standard Specifications for Road and Bridge Construction.

INSTALLATION:

A. Laying of Pipe

1. All installations shall conform to lines and grade shown on the drawings. Valves and special fittings shall be placed where shown on the drawings unless their location is changed by the Engineer. When field conditions dictate deviation from the drawings, no change shall be made without written authorization of the Engineer.

2. No pipe shall be laid in water or when, in the opinion of the Engineer, trench conditions are unsuitable. When pipe laying is stopped at night or for any other reason, watertight plugs shall be used to exclude dirt, water, small animals and other foreign material from the pipe.

3. Prior to starting work, have the manufacturer furnish instructions in the proper assembly and installation of the pipe. Such instructions shall in no way be construed to assume all or any part of the Contractor's responsibility for proper installation.

4. All pipe, fittings and accessories shall be carefully placed into the trench by suitable equipment in such manner to prevent damage to pipe and fittings. A granular cradle shall extend completely around all ductile iron fittings to help prevent corrosion.

5. In distributing the material at the site of the work, each piece shall be unloaded opposite or near the place where it is to be laid in the trench. All pipe shall be loaded and unloaded piece-meal by hand or in bundles by lifting with hoists or skidding so as to avoid shock or damage. Under no circumstances shall pipe materials be dropped. Pipe handled on skidways shall not be skidded or rolled against pipe already on the ground.

6. Bedding and backfilling shall be as specified previously.

7. Before any length of pipe is placed in the trench, a careful inspection shall be made of the interior of the pipe to see that no foreign material is in the pipe. In order to properly remove all foreign material, swab of necessary length shall be available at all times.

8. All pipe shall be lowered carefully into the trench, properly aligned, and properly jointed by use of suitable tools and equipment, in a manner to prevent damage to pipe materials and protective coatings and linings.

9. Under no circumstances shall pipe materials or fittings be dropped or dumped into the trench. The pipe and fittings shall also be inspected to determine if they are sound and free from cracks. Laying of pipe shall be commenced immediately after excavation is started.

10. Pipe shall be laid with bell ends facing in the direction of laying, unless the main is being laid down a steep incline, in which case the bell ends shall face uphill.

11. All lumps, blisters and excess coating shall be removed from the joint of each pipe; and the outside and inside of all joints shall be wire brushed and wiped clean and dry and free from oil and grease before the pipe is laid.

12. Avoid field cutting of pipe if at all possible. When pipe is to be cut in the field, the cut end shall be conditioned so that it can be used to make up the next joint. Bevel the outside of the cut 3/16 inch to ¼ inch at an angle of approximately 30 degrees to prevent damage to the gasket.

B. Jointing:

1. Remove all foreign matter from the socket, making sure the gasket seat is clean.

2. The gasket shall be wiped clean with a clean cloth, flexed and properly placed in the socket for a snug fit in the retainer seat.

3. Apply lubricant furnished by the pipe manufacturer on the surface of the gasket which will come in contact with the plain end of the pipe to be laid.

4. Clean the plain end of the pipe and apply a thin film of lubricant about one inch wide around the circumference of the pipe. Keep pipe free of ground or trench sides to prevent foreign matter from clinging to the lubricant.

5. The plain end of the pipe shall be aligned and carefully entered into the socket until it just makes contact with the gasket. This is the starting position for the final assembly of the joint.

6. Joint assembly shall then be completed by jacking the plain end of the entering pipe past the gasket (which is thereby compressed) until it makes contact with the bottom of the socket. A system of marking the pipe shall be used to make certain the assembled joint is at the proper depth.

C. Laying of Pipe on Curves:

1. Long radius curves, either horizontal or vertical, may be laid with standard pipe by deflections at the joints. When the pipe is shown curved on the drawings and no special fittings are shown, the curves can be made by deflection of the joints as shown on the drawings with standard lengths of pipe. Where shorter lengths are required, the drawings will indicate maximum lengths that can be used. No pipes shall be laid on curve without written authorization of the Engineer.

2. When rubber gasketed pipe is laid on a curve, the pipe shall be jointed in a straight alignment and then deflected to the curved alignment. Trenches shall be made wider on curves for this purpose.

D. Valve Boxes and Valves for Underground Installation:

1. The valve boxes shall be set in position during backfilling operations so they will be in a vertical alignment to the gate valve operating stem. A plastic alignment device shall be placed on valve stem prior to valve box placement. The lower casting of the unit shall be installed first in such a manner as to be cushioned and to not rest directly upon the body of the gate valve or upon the water main. The upper casting of the unit shall then be placed in proper alignment and to such an elevation that its top will be final grade.

2. All valve boxes shall be installed flush with sidewalks, drives or finish grade.

3. All gate valves shall be inspected upon delivery in the field to insure proper working order before installation. They shall be set and jointed to the pipe in a manner as set forth in the AWWA Standards for the type of connection ends furnished.

4. Buried valves shall be installed in a vertical position and be provided with a standard valve chamber in a cast iron valve box so arranged that no shock will be transmitted to the valve or strain on pipe joints. The box shall be centered over the operating nut, and the cast iron box cover shall be set flush with the roadbed or finished surface.

E. Hydrants

1. Hydrants shall be installed at the locations shown on the drawings. They shall be plumb and shall be set so that the lowest hose connection is at least 15 inches above the surrounding finish grade. All hydrants shall be inspected in the field upon delivery to the job to insure proper operation before installation. A minimum of ¼ cubic yard of 1" gravel shall be placed at and around the base of the hydrant to insure proper drainage of the hydrant after use. The blocking of the hydrant shall conform with the blocking detail shown on the drawings. A layer of filter fabric shall be placed over the gravel drain field. Care shall be taken to insure that weep holes are not covered by concrete blocking or filter fabric.

F. Thrust Blocking

1. Where any section of water line is provided with concrete reaction blocking, the hydrostatic pressure test shall not be made until at least two days have elapsed after the concrete reaction blocking was installed.

G. Installation procedures shall also follow methods as specified in ASTM D-2774 and ANSI/AWWA C600 in combination with the manufacturer's recommendations.

HORIZONTAL SEPARATION-WATER MAINS AND SEWERS:

A. Water mains shall be located at least ten feet horizontally from any existing or proposed drain, storm sewer, sanitary sewer, combined sewer or sewer service connection.

B. Water mains may be located closer than ten feet to a sewer line when:

1. Local conditions prevent a lateral separation of ten feet; and

2. The water main invert is at least 18 inches above the crown of the sewer; and

3. The water main is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.

C. When it is impossible to meet (A) or (B) above, both the water main and drain or sewer shall be constructed of slip-on or mechanical joint ductile iron pipe or PVC pipe equivalent to water main standards of construction. The drain or sewer shall be pressure tested to the maximum expected surcharge head before backfilling.

VERTICAL SEPARATION – WATER MAINS AND SEWERS:

A. A water main shall be separated from a sewer so that its invert is a minimum of 18 inches above the crown of the drain or sewer whenever water mains cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water main located within ten feet horizontally of any sewer or drain crossed. A length of water main pipe shall be centered over the sewer to be crossed with joints equidistant from the sewer or drain.

B. Both the water main and sewer shall be constructed of slip-on or mechanical joint ductile iron pipe or PVC pipe equivalent to water main standards of construction when:

1. It is impossible to obtain the proper vertical separation as described in (A) above; or

2. The water main passes under a sewer or drain.

C. A vertical separation of 18 inches between the invert of the sewer or drain and the crown on the water main shall be maintained where a water main crosses under a sewer. Support the sewer or drain lines to prevent settling and breaking the water main, as shown on the plans or as directed by the Engineer.

D. Construction shall extend on each side of the crossing until the perpendicular distance from the water main to the sewer or drain line is at least ten feet.

TESTING:

A. Hydrostatic Test

1. Backfill shall be placed over the pipe except at the joints. The pipe shall be slowly filled with water. Care shall be taken to expel all the air from the pipes. The pipes shall be tapped at high points to vent the air. Pressure of 125 psi, measured at the point of lowest elevation, shall be applied for not less than two hours; and all pipe, fittings, valves, hydrants and joints shall be carefully examined for defects. Leaking joints shall be remade and then retested. Test pressure shall be 125 psi.

2. No pipe installation shall be accepted unless and until the leakage, determined under the test pressure, is less than that allowed in Section 41-2.13C in the “Standard Specifications for Water and Sewer Main Construction in Illinois”.

3. The test shall be made between valves and shall be made within 10 working days of the completion of such sections of lines. To determine the rate of leakage, furnish a suitable pump, pressure gauge and water meter or other appliance for measuring the amount of water pumped. The instruments shall be tested for accuracy as frequently as directed by the Engineer. Contractor shall furnish all the labor and materials to make the tests and to perform all testing work incidental to the Contract.

B. All other water line appurtenances shall be tested at the factory in accordance with the applicable AWWS Standard stated in Section 760-2.1 of this special provision. Accept all material upon delivery and insure its proper operation at substantial completion.

DISINFECTION:

A. Disinfection of valves, hydrants and piping shall be conducted in accordance with the materials and methods specified in AWWA C651. In the process of disinfecting newly laid pipe, all valves or other appurtenances shall be operated while the pipe line is filled with the chlorinating agent.

B. Following disinfection, all chlorinated water shall be thoroughly flushed from the newly laid pipe line at its extremities until the replacement water throughout its length shall, upon test, be proved comparable in quality to the water served the public from the existing water supply system. Bacteriological testing shall be as required by the Illinois Environmental Protection Agency. Two passing tests a minimum of 24 hours apart will be required.

C. Upon completion of testing and disinfection, Contractor shall leave all lines full of water ready for use by the Owner. The cost to disinfect including all water required shall be considered included in the cost of the Contract.

RESTORATION AND CLEAN-UP:

A. Upon completion of the water distribution system, all excavated areas shall be restored by reseeding, replacement of aggregate base course, and/or pavement replacement as required. All areas will be left in a condition to not restrict drainage. Regrade all ditches and side slopes. Reseeding shall be in accordance with Section 250 of the IDOT Standard Specifications for Road & Bridge Construction.

B. Upon completion of the work, inspect the entire installation. Correct all defective work. Replace all damaged and defective parts with new materials.

C. Upon completion of installation and at such other times as directed, remove all surplus materials, debris, empty cartons, rubbish, and legally dispose of same off the site.

PAYMENT:

A. Payment for the installation of pipe, valves, line stops and hydrants shall be at the Contractor Unit Price Bid for the respective items. The Unit Price Bid shall include excavation and trench backfill for the pipeline whether it is by trenching or open cut. All work required for the complete installation, ready for use, of this water distribution system shall be included in the Unit Prices Bid.

CONCRETE THRUST BLOCKING: Handling, proportioning, batching, mixing, testing and placing the cast-in-place concrete for thrust blocking shall be performed in accordance with the applicable requirements of Section 1020 and of the construction requirements of Section 503 of the "Standard Specifications for Road and Bridge Construction". The concrete shall have a minimum compressive strength of 3,500 psi at 14 days.

Basis of Payment: Payment will be made at the contract unit price per linear foot for each kind of water main/service pipe of the type, class and size designated. Payment will also be made for the installation of valves (including valve boxes), line stops, and fire hydrants (including auxiliary valves and valve boxes) of the types and sizes designated at the contract unit price per each for the respective items. Trench backfill will not be paid for separately, but considered included in the cost of the respective item.

These prices shall be full compensation for furnishing all materials required as shown in the plans and for all preparation, assembly, and installation of these materials; and for all testing, disinfecting, cleanup and restoration; and for all labor, equipment, tools, trench backfill and incidentals necessary to complete the installation of this water distribution system, ready for use, and accepted by the Engineer.

Payment will be made at the contract unit price for the following items:

ADJUSTING WATER MAIN 6" - per foot

FIRE HYDRANT COMPLETE – per each

ADJUSTING WATER SERVICE LINES – per foot

PAVEMENT PATCHING: This work shall consist of temporary aggregate patching, and final patching of the existing roadway after storm sewer installation. This work shall be completed in accordance with Section 442 of the Standard Specifications and as directed by the Engineer.

For those areas to be patched as a result of storm sewer installation, a temporary aggregate or permanent pavement patch will be allowed until the appropriate stage for construction of the pavement(s), except those trenches which cross the traffic lanes of Main St. (US 24). In those locations, permanent pavement patches shall be installed immediately after storm sewer installation.

This work shall be paid for at the contract unit price per square yard for PAVEMENT PATCHING of the class and type specified which price shall include all equipment, labor and material necessary to construct the final patching area. Temporary aggregate will not be considered for separate payment, but considered included in the cost of the Storm Sewer.

REMOVAL OF UNCLASSIFIED MATERIAL: The existing handrails, timbers, sign bases, and other unclassified materials not called out in the Summary of Quantities shall be removed as designated by the Engineer. The material removed as required in this Special Provision shall be disposed of outside the limits of the right of way in accordance with Article 202.03 of the Standard Specifications and as directed by the Engineer.

This work will not be paid for separately, but shall be considered included in the cost of the other associated removal items and no additional compensation will be allowed.

STORM SEWER CONNECTIONS: The cost of connecting existing storm sewers to the proposed drainage system shall be considered included in the cost of the proposed storm sewers or drainage structures involved. No additional compensation will be allowed.

STORM SEWER DEPTHS:

Existing storm sewer mains on Main St. (US 24) were constructed below or adjacent to shallow inlet structures with deep pipes between the inlets and storm sewer main. As a result, the mains are inaccessible and the depths were unknown at the time of design. In these areas, storm sewer inverts are not indicated or an approximate elevation is shown in the plans. Prior to ordering materials, it will be the contractor's responsibility to pothole and determine the elevation of the outfall storm sewer main at Sta. 0+54.00, 29.34 LT, Sta. 0+08.34, 30.02 RT, Sta. 6+45.69, 74.62' RT and Sta. 6+98.22, 74.38' RT. With the existing elevation data, the contractor will determine the structure depths for the proposed manholes for the storm sewer trunk line. Proposed shop drawings will be submitted and approved by the Engineer prior to ordering materials. For bidding purposes the contractor shall assume the manholes are 6 feet deep. The cost of completing the work specified herein will not be paid for separately, but shall be considered included in the storm sewer items involved.

EXISTING DRAIN PIPES: All existing drainage pipes, tiles or downspouts which may be encountered during construction of the proposed improvement shall be connected to the storm sewer as detailed in the plans and to the satisfaction of the Engineer. All trenches shall be filled with trench backfill as specified in Section 550 of the Standard Specifications. The type of materials permitted for Storm Sewer (Special) shall be according to Article 550.03 for storm sewers, Type 2.

Basis of Payment: This work shall be paid for at the unit price per foot of STORM SEWER (SPECIAL) of the diameter specified which price shall include all equipment, labor and material, including trench backfill necessary to connect existing drain tiles/pipes to the storm sewer as specified herein and to the satisfaction of the Engineer.

DEBRIS: All debris of any type, large or small, encountered during any excavation shall be removed by the Contractor and disposed of at a site off the right of way.

This work will not be paid for separately, but shall be considered as included in the cost of the pay item for which the work is being completed.

EXISTING FRAMES AND GRATES: All frames and grates that are to be removed and which are not to be incorporated into the proposed improvement shall be carefully removed and stored by the Contractor. These items shall become the property of the City of Mt. Sterling and shall be removed from the job site by the City. This work shall be considered included in the contract and no additional compensation will be allowed.

TEMPORARY DRAINAGE INTO PROPOSED DRAINAGE STRUCTURES: This work shall consist of providing temporary drainage into any proposed drainage structure that is to be constructed in sag locations. These sag locations shall also be interpreted to include side streets.

Concrete curb and gutter shall not be placed at sag inlet locations until Hot-mix asphalt or other provisions have been made to allow for drainage into structure.

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

FIRE HYDRANTS TO BE REMOVED: This work shall consist of the removal of existing fire hydrants as shown in the plans and as directed by the Engineer.

This work item shall be completed in accordance with the applicable portion of Section 564 of the Standard Specifications and to the satisfaction of the Engineer. The exposed water main shall be modified as required to install new fire hydrants as specified elsewhere herein. Fire hydrants shall be carefully removed and stored by the Contractor and shall become the property of the City of Mt. Sterling and shall be removed from the job site by the City.

Basis of Payment: This work shall be paid for at the contract unit price per each for FIRE HYDRANTS TO BE REMOVED which price shall include all labor, equipment and material necessary to complete the work as specified herein and to the satisfaction of the Engineer.

PORTLAND CEMENT CONCRETE PAVEMENT, 8" (SPECIAL)

Description: This work applies to colored concrete surfaces within the parking lanes and consists of forming, placing and finishing concrete as shown in the plans and as directed by the Engineer.

Submittals:

(a) The following items shall be submitted and approved prior to operations:

1.) Proposed concrete mix, color additive, and sealer.

2.) A 5'x5' sample pour of colored concrete shall be provided for evaluation by the Engineer. Sections shall be prepared with integral color and sealed. Additional test section(s) shall be provided if needed to achieve the desired quality.

(b) The following items shall be submitted during operations:

1.) Concrete load tickets and concrete sample test results.

Products:

(a) Concrete: Portland cement concrete in compliance with PV in accordance with Section 1020-Portland Cement Concrete of IDOT Standard Specifications.

(b) Integral Color shall be fine ground pure mineral pigments, specifically designed for coloring concrete as manufactured by one of the following:

1. Soloman Colors, 4050 Color Plant Road, Springfield, IL 62702, (t) 800-624-0261, www.solomoncolors.com.

   - Toffee or Brick Red color (25 lb. bag per 2 cu. Yds. Concrete) to be selected by Owner's Representative.

2. Davis Colors, 3700 East Olympic Blvd., Los Angeles, CA 90023, (t) 800-356-4848, www.daviscolors.com.

   - Pebbles or Brick Red color to be selected by Owner's Representative.

3. L.M. Shofield Company, 4155 Scofield Rd, Douglasville, GA 30134, (t) 770-920-6000, www.scofield.com.

   - Coachelle Sand or Quarry Red color to be selected by Owner's Representative.

(c) Concrete Sealer shall be according to Section 1026 Standard Specifications.

(d) Anti-Skid Agent shall be shall be compatible with selected Sealer.

Construction Requirements:

(a) Construction shall be in compliance with Section 420 – Portland Cement Concrete Pavement, IDOT Standard Specifications and these specifications.

(b) Colored concrete shall be integrally and uniformly colored to achieve manufacturer's color guide.

(c) Test Pour

1. Pour a 5'x5' section of colored concrete at the project site for evaluation by the Engineer. Section to be poured with integral color and sealed. Additional test section(s) shall be provided if needed to achieve the desired quality.

(d) Construction Joints

1. Provide construction joints according to plans, regularly spaced unless noted otherwise. Tool joints with 2" smooth edges both sides. After the concrete has hardened, the pavement should be cut along the tooled joints to ¼ the pavement thickness to ensure the joints are controlled.

(e) Expansion Joints

1. Provide expansion joints according to pavement details, no greater than 30' apart. Joints not indicated on plans or details to be determined by Engineer.

2. Joints to be full depth and filled with ½" thick asphaltic coated expansion material set ¼" below the concrete surface and filled with joint sealer to meet adjoining concrete elevations.

(f) Finish Surface

1. Tool with a ½" diameter round over all exposed edges.

2. Medium-broom finish perpendicular to vehicular traffic circulation.

(g) Repair

1. As early as possible after the removal of the forms, patch poor joints, voids, air pockets and minor honeycombs. Large areas of honeycomb and other weak areas to be chipped out with a light pneumatic chip-hammer.

2. Repair: Wet the area. Apply bonding grout consisting of one part cement and one part sand (passing the No. 30 sieve) mixed to the consistency of thick cream. Apply patching concrete consisting of one part Portland cement, 2-1/2" parts sand (passing the No. 30 sieve) and enough water to produce a workable mixture which, when placed and cured, will match the color of the unmarred surfaces.

(h) Sealed exposed surfaces not less than 30 days after concrete is poured.

1. Thoroughly clean surface.

2. Apply a uniform coat of sealer at manufacturer's recommended rate by spraying or rolling.

3. After a minimum of 8 hours, apply a second coat of sealer in the same manner.

(i) Upon completion, the contractor shall take particular care not to damage the pavement surface with other construction operations by covering the pavement with an appropriate protective cover material. Rollers, bituminous prime trucks, concrete trucks, and trucks carrying HMA will not be allowed to track over the pavement.

Basis of Payment: This work will be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE PAVEMENT, 8" (SPECIAL) which price shall include all equipment, materials, labor, coloring, pouring and finishing/stamping, to complete this work as specified to the satisfaction of the Engineer.

PORTLAND CEMENT CONCRETE PAVEMENT, 9" (SPECIAL)

This work applies to the concrete crosswalk surfaces across Main Street and Capitol Avenue and consists of straight saw-cutting of the existing pavement at the locations shown in the plans, preparation of sub-base subsequent to removal of the pavement, placing and finishing the concrete as shown in the plans and as directed by the Engineer.

The work shall be completed in accordance with the applicable portions of Section 420 of the IDOT Standard Specifications and as directed by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE PAVEMENT, 9" (SPECIAL) which price shall include all equipment, materials, and labor, saw-cutting including base preparation, pouring and finishing to complete the work as specified to the satisfaction of the Engineer. The removal of the pavement shall be paid for separately as specified elsewhere herein.

AGGREGATE BASE REPAIR:

This work shall consist of furnishing and placing aggregate base material in accordance with Section 358 of the Standard Specifications at the locations indicated in the plans and as directed by the Engineer.

The base layer for the proposed Portland Cement Concrete Pavement 8", Special; Portland Cement Concrete Pavement 9", Special; and Combination Concrete Curb and Gutter, Type B-6.24 shall consist of 4" minimum thickness of aggregate base material. The preparation of the area prior to placing the aggregate base material including the removal of any excess or unsuitable material will be paid for at the contract unit price per square yard for PREPARATION OF BASE.

The furnishing and placement of the aggregate base material will be paid for at the contract unit price per ton for AGGREGATE BASE REPAIR, which price shall include all labor, materials and equipment to complete the work as specified.

AGGREGATE FOR TEMPORARY ACCESS:

This item shall consist of the construction and maintenance of aggregate materials for temporary access to buildings in accordance with Section 402 of the Standard Specifications at the locations specified by the Engineer.

Once the aggregate for temporary access is no longer necessary for access, the aggregate may remain in place and be used in lieu of aggregate base repair at the discretion of the Engineer.

The furnishing and placement of the aggregate will be paid for at the contract unit price per ton for AGGREGATE FOR TEMPORARY ACCESS, which price shall include all labor, materials, and equipment to complete the work as specified.

TELESCOPING STEEL SIGN SUPPORT (SPECIAL):

This work shall consist of furnishing and installing telescoping steel sign supports for ground-mounted signs utilizing a telescoping base section as specified in Section 728 of the Standard Specifications, and as directed by the Engineer.

The steel pipe and the base shall be coated as specified below. Color of the coating shall be black. The coating shall be applied only after the steel pipe and base have been fabricated. The final product shall not contain cracks in the coating, ripples in the curved areas, nor any damage due to fabrication and or shipping.

(a) Steel shall be shot blast to near white steel and then an iron phosphate pre-treatment shall be applied.

(b) Primer shall be a thermosetting epoxy powder coating (Corvel Zinc Gray 13-7004) electrostatically applied and cured six minutes at 250°F. (121°C.). The primer thickness shall be 1.8-10 mils (45-250 μm).

(c) Topcoat shall be triglycidly isocyanurate (TGIC) polyester powder coating, electrostatically applied and cured in an oven for 20 minutes at 250°F. (121°C.). The total of all the coatings shall be 8-10 mils (200-250 μm).S

This work shall be paid for per unit foot of Telescoping Steel Sign Support (Special) which price shall include all material, equipment and labor necessary to complete this work as specified to the satisfaction of the Engineer.

CONCRETE RAMP:

This work shall consist of constructing a concrete ramp at the location shown on the plans.

This work shall be performed in accordance with the applicable portions of Section 424 of the Standard Specifications and with the details shown in the plans.

East and north vertical face shall contain a brush to light abrasive blast finish as follows:

SUBMITTALS:

Field Sample: Prepare concrete wall sample to indicate range of sandblast finish textures for preliminary selection by Engineer or supply product information for formliner selection by the Owner/Engineer.

ABRASIVE-BLAST FINISH

A. Abrasive-Blast Finish: Provide abrasive-blast finish.

1. Perform abrasive blasting 24 to 72 hours after casting when concrete strength ranges between 1000 and 1500 psi (6.9 and 10.3 MPa).

2. Formwork shall be constructed to assure a smooth uniform finish.

3. Coordinate with formwork construction, concrete placement schedule, and formwork removal to ensure that surfaces to be abrasive blasted are treated at the same age for uniform results.

B. Surface Continuity: Perform abrasive-blast finishing in as continuous an operation as possible, utilizing same work crew to maintain continuity of finish on each surface or area of Work. Maintain required patterns or variances in depths of blast to match design reference sample or mockup.

C. Depth of Cut: Use an abrasive grit of proper type and gradation to expose aggregate and surrounding matrix surfaces to match design reference sample or mockup, as follows:

1. Brush: Remove cement matrix to eliminate surface sheen and expose face of fine aggregate. No reveal.

2. Light: Expose fine aggregate with occasional exposure of coarse aggregate and uniform color. Maximum reveal 1/16-inch (1.5 mm).

D. Abrasive Blasting: Abrasive blast corners and edges of patterns carefully, using back-up boards, to maintain uniform corner or edge line. Determine type of nozzle, nozzle pressure, and blasting techniques required to match design reference sample or mockup.

E. Concrete Cleaning: After abrasive blasting to required depth is completed, clean surface with commercial concrete cleaner, according to the manufacturer's instructions and recommendations.

1. Thoroughly neutralize and flush cleaning solution from finished surfaces with water under pressure.

2. Protect adjacent materials and finishes from washing and run-off.

Method of Measurement: The top surface area of the ramp will be measured and computed in square feet. Vertical faces will not be measured for payment.

Basis of Payment: Concrete ramp will be paid for at the contract unit price per square feet, measured as specified, for PORTLAND CEMENT CONCRETE SIDEWALK, 4 INCH, which price shall be payment in full for all labor, equipment and materials, including concrete, reinforcement bars, backfill, expansion joints, etc. required to complete this item as specified including the abrasive-blast finish and as directed by the Engineer.

CONCRETE STEPS:

This work shall consist of constructing concrete steps at the location shown on the plans.

This work shall be performed in accordance with the applicable portions of Section 424 of the Standard Specifications and with the details shown in the plans.

Basis of Payment: Concrete steps will be paid for at the contract unit price per cubic yard, measured as specified, for CONCRETE STEPS which price shall be payment in full for all labor, equipment and materials, including concrete, reinforcement bars, expansion joints, etc. required to complete this item as specified and as directed by the Engineer.

CONCRETE STOOPS:

This work shall consist of constructing the concrete stoops at the location shown on the plans.

This work shall be performed in accordance with the applicable portions of Section 424 of the Standard Specifications and with the details shown in the plans.

Method of Measurement: The top surface area of the stoop will be measured and computed in square feet. Vertical faces will not be measured for payment.

Basis of Payment: Concrete stoop will be paid for at the contract unit price per square feet, measured as specified, for PORTLAND CEMENT CONCRETE SIDEWALK, 4 INCH, which price shall be payment in full for all labor, equipment and materials, including concrete, reinforcement bars, backfill, expansion joints, etc. required to complete this item as specified and as directed by the Engineer.

SIDEWALK VENT:

This item shall consist of forming a chase in the sidewalk and providing an applicable grate to provide airflow to the existing foundation vents at the locations shown in the plans in accordance with the detail in the plans and as directed by the Engineer.

The vent grate shall be adequate to handle H-10 loading. The contractor shall be required to submit product data for approval during the shop drawing phase of the project. The proposed grate shall be permanently fastened to the proposed concrete sidewalk by a method approved by the Engineer.

The work specified herein will not be paid for separately, but shall be considered included in the cost of PORTLAND CEMENT CONCRETE SIDEWALK, 4 INCH, and no additional compensation will be allowed.

CONCRETE CURB, TYPE B (SPECIAL):

This work shall consist of the construction of Concrete Curb, Type B (Special) as detailed in the plans at locations shown in the plans. This work shall be completed in accordance with the applicable portions of Section 606 of the Standard Specifications and as directed by the Engineer.

This work will be paid for at the contract unit price per foot for Concrete Curb, Type B (Special) which price shall include all labor and equipment necessary, including concrete reinforcement bars, expansion joint, etc. to complete the work specified herein.

REMOVE EXISTING FLASHING BEACON INSTALLATION COMPLETE:

This work shall consist of the removal and disposal of the existing flashing beacon installation at the intersection of Main Street and Capitol Avenue. All work shall be in accordance with the applicable portions of Sections 842 and 875 of the Standard Specifications. The beacon installation removal shall not be permitted until the new beacons are in place and operational and approval to begin work has been received by the Engineer.

The removal shall include the existing electrical service installation complete, signal heads, flasher controllers, sign panels, post, post foundation, and associated hardware and appurtenances. Concrete foundations shall be removed to at least 2 ft. below

grade, with removed material disposed of according to article 202.03. The removal shall extend deeper where required to facilitate proposed construction. The void caused by the removal of the foundations shall be backfilled according to Article 841.02 of the Standard Specifications.

The flasher controller and signal heads shall be disposed of as directed by the Engineer.

This item shall be paid for at the contract unit price per each for REMOVE EXISTING FLASHING BEACON INSTALLATION COMPLETE, which price shall include all materials, labor and equipment to satisfactorily complete the work.

STORM SEWER TO BE FILLED:

This work shall consist of filling existing storm sewers to be abandoned in place. Prior to filling the storm sewer, the storm sewer shall be cleaned of debris and sediment. The debris and sediment removed shall be disposed of in accordance with Article 202.03 of the Standard Specifications. After the storm sewer is cleaned, the ends of the storm sewer shall be partially plugged with concrete, brick masonry, or tile plugs. Controlled low-strength material (CLSM) shall then be pumped into the storm sewer to fill the void. After the storm sewer is filled, the ends of the storm sewer shall be completely plugged.

This work will be paid for at the contract unit price per cubic yard for STORM SEWER TO BE FILLED, which price shall include all labor, equipment, and material, including the controlled low-strength material, to fill and plug the storm sewer to the satisfaction of the Engineer.

SIGNAL HEAD, LED;

This item shall consist of furnishing and installing Signal Head, LED of the type specified in accordance with Section 880 of the Standard Specifications, the applicable IDOT standard drawings and as directed by the Engineer.

The bottom of the signal head shall be mounted 12 to 24 inches above the associated sign panel.

The signal head and attachment hardware shall be finished to match the STREET LIGHT ASSEMBLY COMPLETE or ORNAMENTAL LIGHT UNIT COMPLETE to which the signal head is being mounted. This work will not be paid for separately, but shall be included in the price of SIGNAL HEAD, LED of the type specified.

PIPE HANDRAIL:

This work shall consist of furnishing and installing decorative handrail at the locations shown in the plans and described in this Special Provision. Except as noted herein, this work shall be in accordance with the applicable provisions of Section 509 of the Standard Specifications.

Exact location and configuration will be determined at the time of construction. Prior to ordering and manufacturing handrails, the contractor will be responsible for field measuring and submitting shop drawings for review and approval by the Engineer.

Mounting means and methods shall be determined by the contractor and approved by the Engineer at the time of construction.

Handrails shall be finished commercial strength steel with e-coat system including a zinc coating, zinc phosphate coating, epoxy primer, and acrylic topcoat to match ORNAMENTAL FENCE as specified elsewhere herein. All attachment hardware shall be finished to match pipe handrail.

This work shall be paid for at the contract unit price per foot for PIPE HANDRAIL, which price shall include all materials, fabrication, coatings, transportation and erection necessary to complete the work to the satisfaction of the Engineer.

PLANTER

Description: This work consists of furnishing, installing, and filling concrete planters.

Submittals

(a) Manufacturer's product information and cut sheets.
(b) Manufacturer's product warranty information.

Warranty: Contract warranty of the General Conditions and manufacturer's warranty applies.

Products and Materials

(a) Planters

1. Square, self-watering resin or PVC planter (approximately 36"x36"x24-36" high) as manufactured by one of the following:

   a. Model "TCB-12-SQ-SW/WWR14" as manufactured by OCC Outdoors, 6925 S. Carroll Road, Indianapolis, IN 46259, 1-800-821-7670. www.occoutdoors.com

      - Resin California Square planter, 35"x35"x29" high, 55 lbs. with drain hole
      - Victorian Lace color
      - Water reservoir in the bottom of the planter with drain hole

   b. Recessed Panel Resin Stone Planter Box as supplied by Wayfair, 4 Copley Place, Floor 7, Boston, MA 02116, www.wayfair.com

- Resin Stone Recessed Panel Square planter, 36”x36”x36” high, 65 lbs. with drain hole
- Lead Gray color
- Custom water reservoir in the bottom of the planter

c. Manhattan Deluxe Planter, solid PVC material as supplied by Flower Window Boxes, 4479 N. Industrial Dr. Suite 300, Cumming, GA 30041, 888-505-7715, www.flowerwindowboxes.com

- Square planter, 36”x36”x24” high with drain hole
- Taupe outdoor paint color specifically for PVC materials to be applied as selected by Owner’s Representative
- Water reservoir in the bottom of the planter

(b) Potting soil: commercial potting soil mix comprised of equal parts of peat moss, rotted cow or horse manure and vermiculite and enhanced with fertilizer, forming a good growth medium for flowers.
(c) Pea gravel: ½” to 1” diameter, light to medium brown color. No limestone content allowed.
(d) Filter fabric: 6 oz. weight non-woven fabric meeting standards of Section 282 – Filter Fabric.
(e) Wood Mulch: Composted, shredded hardwood, particles free of viable seeds and foreign material. Mulch must be approved.

1. Fine-Textured Hardwood Mulch: Particles no larger than 2" in any dimension.

Construction Requirements

(a) Set planters carefully on pavement as shown on plans.
(b) Fill planters with pea gravel, filter fabric, potting soil, and mulch according to plans.
(c) Repair any scuffing or other surface marring to the satisfaction of the Engineer.

Payment

(a) This work will be paid for at the contract unit price per each for PLANTER, which price shall include potting soil, pea gravel, filter fabric, and mulch for a complete installation.

INFORMATION KIOSK COMPLETE

Description: This work shall consist of furnishing and installing a new information kiosk complete with foundations, decorative poles, website/lettering sign panel, and all incidental accessories.

Submittals:

(a) Manufacturer's product information and cut sheets

(b) Shop drawings for the information kiosk

(c) Engineer sealed foundation plan for information kiosk.

(d) Manufacturer's warranty information.

Warranty: Contract warranty as well as manufacturer's warranty(s) shall apply.

Products and Materials:

(a) Concrete for footing shall be in accordance with Section 1020 – Portland Cement Concrete, Type SI, IDOT Standard Specifications and approved foundation plan submitted by the contractor.

(b) Reinforcement shall be in accordance with Section 1006.10 – Concrete Reinforcement Bars, Fabric, and Strand, IDOT Standard Specifications.

(c) Information Kiosk

1. Decorative poles

   a. 3" dia. x 8'-6" tall decorative steel post, one-piece construction with decorative ball finial. Black powder-coated finish.

2. Enclosure

   a. 30"x36" enclosure with self-healing vinyl tackboard (tan color) and shatter resistant acrylic locking door with key.

3. Supports and Frame

   a. Cross arm rear supports and aluminum backing according to manufacturer's shop drawings. Powder-coated black color.

4. Top information panel with border to be included according to manufacturer's shop drawings.

5. Information kiosk manufactured by one of the following:

a. Outdoor Message Center, www.outdoormessagecenter.com, Atlanta, GA, 404-419-6236

b. Addresses of Distinction, 2115 Hills Avenue Northwest, Atlanta, GA 30318, 800-436-1647 www.addressesofdistinction.com

c. MooreCo Inc., 2885 Lorraine Avenue, Temple, TX, 76501 254-778-4727, www.moorecoinc.com

6. All steel components to be certified American steel as approved by IDOT.

7. All hardware to be stainless steel or coated to resist corrosion.

8. Low-Voltage Lighting

a. Kiosk shall be equipped with an internal low-voltage lighting strip approved in the shop drawing process and coordinated with the chosen manufacturer of the kiosk.

Construction Requirements:

(a) Install concrete foundations and decorative poles in accordance with approved engineer sealed foundation plans. Top of footing elevations to be equal and flush with concrete border. Poles to be level and plumb.

(b) Secure cross arm rear supports and frame to posts.

(c) Attached enclosure and top panel according to manufacturer's instructions.

(d) Repair or replace any damage to products or the site to the satisfaction of the Engineer.

(e) Electrical circuit for lighting shall be fed off of the nearest street lighting fixture with access via handhole provided in the plans. No splices allowed underground or within handhole. Voltage transformers or any other electrical appurtenance required by the manufacturer shall be installed in an approved enclosure.

Payment:

(a) This work shall be paid for at the contract unit price per each for INFORMATION KIOSK COMPLETE, which price shall include all equipment, materials and labor, foundation, and electrical installation for a complete installation.

BRICK PAVERS

Description: This work consists of installing brick pavers including sub-base, concrete base with weep holes, and setting sand.

Submittals:

(a) Prior to commencement of operations, Contractor to submit for approval:

1. Cut sheets for brick pavers.

2. Samples: Minimum of 3 pavers representing full range of selected coloration.

3. List of equipment anticipated for the work.

4. Manufacturer's product warranty.

Warranty: Contract warranty of the General Conditions and manufacturer's warranty applies.

Products and Materials:

(a) Brick Pavers

1. 4"x8"x2¼" fired clay pavers with chamfered edges and spacer lugs.

2. Pavers to comply with ASTM C902, Class SX, Type I, Application PX and ASTM C67 for Freeze/Thaw.

3. Manufactured by one of the following:

   a. The Belden Brick Company, PO Box 20910 Canton, Ohio 44701 www.beldenbrick.com

      - City Line Extruded pavers
      - Color: Regimental Red

   b. Pine Hall Brick Co., Inc. PO Box 11044, Winstone-Salem, NC 27116-1044, www.pinehallbrick.com, 336-721-7500

      - Color: English Edge Red

   c. Whitacre Greer, 1400 S. Mahoning Avenue, Alliance, OH 44601, www.wgpaver.com, 800-947-2837.

      - Color: 32, Antique

(b) Setting Sand: Fine crushed stone aggregate gradation FA8 in compliance with Section 1003 – Fine Aggregate, IDOT Standard Specifications.

(c) Geotextile fabric: 6 oz. weight non-woven fabric meeting standards of Section 1080.03 – Filter Fabric, IDOT Standard Specifications.

(d) Concrete Base: Concrete in compliance with SI in accordance with Section 1020 – Portland Cement Concrete, IDOT Standard Specifications.

(e) Sub-base Aggregate: CA6 in compliance with Section 1004 – Coarse Aggregate, IDOT Standard Specifications.

Construction Requirements:

Brick Pavers

(a) Time of operation: When the sub-base and concrete base can be properly prepared and when setting sand is dry.

(b) Concrete testing. None required.

(c) Prepare sub-base and compact to 95% density.

(d) Install CA6 aggregate and compact to 95% density according to project plans.

(e) Install concrete base slab in accordance with Section 424 – PC Concrete Sidewalk, project plans, and special provisions, including:

1. Allow adequate width for pavers to avoid excessive cutting of pavers. Layout paver patterns prior to construction of curbs and sidewalks. Paver slivers less than 2” wide will not be allowed.

2. Prepare concrete base slab with uniformly sloped surface, coarse textured surface, and weep holes 24” O.C. and in low areas for drainage.

(f) Install geotextile fabric over concrete base and 1” up the sides.

(g) Place setting sand over geotextile fabric to a fluffed-up thickness of ½" minimum to 1" maximum. Screed sand to a smooth and uniform surface.

(h) Brick Pavers

1. Set according to manufacturer’s recommendations with colors and patterns shown on plans.

2. Cut pavers as necessary to fill designated areas. Long distances of cut pavers should be avoided by proper sidewalk layout. Short segments of cut pavers are acceptable to fill paved areas. Cut at precise angles with no chipping or broken edges.

3. Set pavers on an area of freshly screeded sand. It is recommended that a contained area of pavers be installed and vibrated in place the same day.

(i) Fill Joints

1. Sweep sand between joints.

2. Mechanically vibrate pavers to achieve a uniform surface.

3. Repeat the process until joints are completely filled and the surface is smooth and uniform.

4. Remove and replace any cracked or broken pavers.

5. All unit paver areas to drain.

(j) Tolerance. No greater than 1" in 10' from lines and grades shown on plan.

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

Payment

(a) Work will be paid for at the contract unit price per square foot of BRICK PAVERS which price shall include preparation of sub-base and installation of concrete base with weep holes, geotextile fabric, setting sand, brick pavers, equipment, materials and labor for a complete installation.

WAYFINDING SIGN

Description: This work consists of fabricating signs and installing them on light poles according to Sections 1090 and 1091 of the IDOT Standard Specifications or as modified herein.

Submittals:

(a) Product Data

1. All products and materials proposed for use.

(b) Shop Drawing.

1. Show message, typestyles, graphic elements, and layout all accurately scaled and labeled for each sign at least ¼" = 1'-0".

2. Include fabrication and installation details.

3. Show sign mounting heights, locations of supports including foundations and accessories.

(c) Samples: For each sign product and for each color and texture specified.

(d) Sign Schedule: Use same designations specified or indicated on Drawings.

Warranty:

(a) Manufacturer agrees to repair or replace components of signs that fail due to materials or workmanship within the specified warranty period.

1. Sign Panels: Failures include, but are not limited to

a. Deterioration of finishes beyond normal weathering.

b. Deterioration of graphic image.

c. Separation or de-lamination of sheet materials and components.

2. Warranty Period

a. Contractor shall warranty for five (5) years from date of Substantial Completion.

3. All steel components to be certified American steel as approved by IDOT.

Products and Materials:

(a) Sign panels according to Section 1090 – Sign Base and Section 1091 – Sign Face, Sign Base, and Supplemental Panels, IDOT Standard Specifications.

1. Wayfinding Sign Panels

a. Type 2 sign panels, 0.125 inches thick according to Section 1090.02.

2. Sign Sheeting

a. Type AP sheeting according to the Fabrication of Highway Signs Policy dated February 1, 2016

b. High intensity cube-cornered prismatic sheeting

c. Taupe color (PPG 1006-5), reflective sheeting, front side

3. Letters, borders, and symbols

a. Retroreflective sheet according to Section 1091.03, IDOT Standard Specifications

b. UV, scratch, impact and graffiti resistant

c. Letter forms and symbols shall be photographically precise, crisp, clean and free of ticks, discontinuous curves, free of line waves, cut or ragged edges, edge build-up, bleeding surface pinholes, and other imperfections

d. Lettering styles to match approved shop drawings and those shown on project plans

e. Letter forms shall conform to the prescribed letter form proportions

f. Symbol

(1) Match City of Mt. Sterling's logo as shown on project plans.

(2) The City of Mt. Sterling will provide the Contractor with a digital, printer-ready version of the logo for use.

(b) Fasteners and Anchors

1. Fasteners

a. Band brackets fabricated to fit securely around the decorative light pole, powder-coated black color.

b. Aluminum frame/sign support according to project plans.

2. Anchor bolts

a. Corrosion resistant and tamper resistant bolts sized as required and conforming to Section 1006.09 – Anchor Bolts and Rods, IDOT Standard Specifications

Construction Requirements:

(a) Wayfinding Sign Installation

1. Before installation, verify that sign and pole components are clean and free of materials or debris that would impair installation.

2. Secure band brackets and aluminum frames to light pole.

3. Install signs to aluminum frames level, plumb and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.

4. Leave site clean and free of debris.

Measurement:

(a) Wayfinding Sign fabrication and installation will be paid for at the contract unit price per each for WAYFINDING SIGN.

FLUSH CONCRETE BORDER

Description: This work consists of furnishing materials and installing flush concrete borders.

Submittals:

(a) Prior to commencement of operations, Contractor to provide for approval:

1. List of equipment anticipated for this project.

2. Concrete Mix Design.

Warranty: Contract warranty of the General Conditions applies.

Products and Materials:

(a) Concrete: Class SI in accordance with Section 1020 – Portland Cement Concrete, IDOT Standard Specifications

(b) Steel Reinforcement: In accordance with Section 1006.10 – Concrete Reinforcement Bars, Fabric, and Strand, IDOT Standard Specifications.

(c) Expansion Material: 1/2” thick asphaltic coated expansion material.

(d) Joint Sealer: Rubberized sealer manufactured for joint filling and sealing.

(e) Concrete Sealer: Clear urethane sealant

Construction Requirements:

(a) Flush Concrete Border

1. Construct in accordance with Section 424 – Portland Cement Concrete Sidewalk, IDOT Standard Specifications, project plans and special provisions.

2. Prepare sub-base as follows:

   a. Soil at base of excavation to be undisturbed and compact.

   b. Ground found to be soft or to contain foreign material such as roots or debris to be over-excavated. Lifts of soil fill will be placed and compacted as directed by Engineer.

3. Excavated material not suitable for on-site fill to be removed from site.

4. Form all concrete items.

5. Place rebar according to plans.

6. Layout

   a. To meet lines and grades of adjoining finish grades.

   b. Tolerance: No greater than 1" in 10‘ from lines and grades shown on plan.

   c. All surfaces to drain.

7. Construction Joints

   a. Provide construction joints according to plans, regularly spaced unless noted otherwise.

   b. Tool joints 1” deep, straight, perpendicular to the edges. Do not cut joints.

8. Expansion Joints

   a. Provide expansion joints according to plans.

   b. Joints to be full depth and filled with 1/2” thick asphaltic coated expansion material set ¼” below the concrete surface and filled with joint sealer to meet adjoining concrete elevations.

9. Finishes

   a. Tool with a ½” diameter round over all exposed edges.

   b. Medium-broom finish on exposed surfaces.

10. Repair

    a. As early as possible after the removal of the forms, patch poor joints, voids, air pockets and minor honeycombs. Large areas of honeycomb and other weak areas to be chipped out with a light pneumatic chip-hammer.

    b. Repair: Wet the area. Apply bonding grout consisting of one part cement and one part sand (passing the No. 30 sieve) mixed to the consistency of thick cream. Apply patching concrete consisting of one part Portland cement, 2-1/2 parts sand (passing the No. 30 sieve) and enough water to produce a workable mixture which, when placed and cured, will match the color of the unmarred surfaces.

11. Seal exposed surfaces not less than 30 days after concrete is poured.

    a. Thoroughly clean surface.

    b. Apply a uniform coat of sealer at manufacturer's recommended rate by spraying or rolling.

    c. After a minimum of 8 hours, apply a second coat of sealer in the same manner.

Measurement: Flush Concrete Borders will be measured for payment in place.

Payment:

(a) Flush Concrete Borders will be paid for at the contract unit price per foot of FLUSH CONCRETE BORDER.

CONCRETE SIDEWALK FINISHING

Description: This work applies to concrete sidewalk surfaces within the project limits and consists of finishing concrete as detailed in the plans and as directed by the Engineer.

Submittals: None

Products: None

Construction Requirements:

(a) Construction shall be in compliance with Section 424 – Portland Cement Concrete Sidewalk, IDOT Standard Specifications.

(b) Construction joints shall be located as shown on the plans.

(c) Expansion joints shall be ½" thick, full depth, ¼" from the surface with sealer to fill the void. Locations shall be as indicated on the plans, no greater than 30' on-center.

(d) Joints for PCC Sidewalk 4 inch to be hand tooled 1-1/2" deep with a 2" wide smooth, "picture frame" border on both sides of the joint.

(e) Finish Surface

1. Finish surface shall be medium-broomed, perpendicular to pedestrian traffic flow according to the plans.

Basis of Payment: This work will not be paid for separately, but considered included in the cost of Portland Cement Concrete Sidewalk 4 Inch.

ORNAMENTAL FENCE

Description: This work consists of installing ornamental fence, complete with concrete footings and incidentals.

Submittals:

(a) Manufacturer's product information and cut sheets.

(b) Foundation plan and shop drawings.

(c) Manufacturer's product warranty information.

Warranty: Contract warranty of the General Conditions and manufacturer's warranty applies.

Products and Materials:

(a) Ornamental Fence: 4' high x 8' long panels, 3 rails, top ornamentation, and posts to match.

1. Fence and posts to be commercial strength steel, with e-coat system including a zinc coating, zinc phosphate coating, epoxy primer, and acrylic topcoat.

2. 5" square x ¼" thick powder coated steel post base anchor plate to secure fence post to concrete as manufactured by fence manufacturer.

3. Hardware for attachments to match.

4. Manufactured by one of the following:

   a. Ameristar, 1555 N. Mingo Rd., Tulsa, OK 74116, 1-888-333-3422 www.ameristarfence.com

      - Aegis Plus, Majestic Style

   b. Iron World Manufacturing, LLC, 9390 Davis Avenue, Laurel, Maryland 20723, (t) 888-428-3415, www.ironworldfencing.com

      - Quality and style to match item “a” above.

   c. Master Halco, 3010 Lyndon B Johnson Freeway, Suite 800, Dallas, TX 75234, (t) 800-883-8384, www.masterhalco.com

      - Quality and style to match item “a” above.

(b) Concrete for footing shall be in accordance with Section 1020 Portland Cement Concrete, Type SI.

(c) Reinforcement shall be in accordance with Section 1006.10 Concrete Reinforcement Bars, Fabric, and Strand.

(d) All steel components to be certified American steel as approved by IDOT.

(e) All hardware to be stainless steel or coated to resist corrosion.

Construction Requirements:

(a) Excavate or core drill holes for footings according to plans and manufacturer’s recommendations.

(b) Set steel fence posts according to plan and manufacturer’s recommendations.

(c) Install footings according to plans in alignment with the flush concrete border.

(d) Securely attach fence sections to post according to manufacturer’s recommendations, taking care to protect the posts and fence from scuffing and other damage.

(e) Repair or replace any damage to products or the site to the satisfaction of the Engineer.

Payment:

(a) This work will be paid for at the contract unit price per linear foot of ORNAMENTAL FENCE, which price shall include all equipment, materials and labor, including footing, for a complete installation.

BENCHES

Description: This work consists of furnishing and installing benches.

Submittals:

(a) Cut sheets for benches.

(b) Manufacturer's product warranty information.

Warranty: Contract warranty of the General Conditions and manufacturer's warranty applies.

Products:

(a) Bench

1. 6' cast aluminum bench with slat surface and back, surface mount, and textured black color.

2. All steel components to be certified American steel as approved by IDOT.

3. All hardware to be stainless steel or coated to resist corrosion.

4. Manufactured by one of the following:

   a. Urbanscape, a division of Wabash Valley Mfg., Inc. 505 E. Main Street, PO Box 5, Silver Lake, IN 46982, 1-800-253-8619, www.wabashvalley.com

      - Ashley series model "AS1113C"

   b. Victor Stanley, PO Drawer 330 Dunkirk, MD 20754, 1-800-368-2573, www.victorstanley.com

      - Classic Collection model "CBF-138"

   c. Dumor Site Furnishings, Mifflintown, PA 17059-0142, 1-800-598-4018, www.dumor.com

      - "Bench 160"

Construction Requirements

(a) Set benches on pavement as shown on plans and anchor using 3/8" anchor bolts. Securely set bolts in concrete with epoxy grout recommended by manufacturer.

(b) Repair any scuffing or surface marring to the satisfaction of the Engineer.

Payment:

(a) This work will be paid for at the contract unit price per each for BENCHES, which price shall include all equipment, materials and labor necessary for a complete installation.

BOLLARDS

Description: This work consists of furnishing and installing cast aluminum bollards as detailed in the plans and as directed by the Engineer.

Submittals:

(a) Product cut sheets.

(b) Manufacturer's product warranty information.

Warranty: Contract warranty of the General Conditions and manufacturer's warranty applies.

Products:

(a) Bollards

1. Unlit, cast aluminum bollard, one-piece construction with 10" base, 36" to 45" overall height. Textured black color.

2. Four hot dipped galvanized "L" type anchor bolts shall be provided for each bollard.

3. All steel components to be certified American steel as approved by IDOT.

4. All hardware to be stainless steel or coated to resist corrosion.

5. Manufactured by one of the following:

   a. Sternberg Lighting, 555 Lawrence Ave., Roselle, IL 60172 847-588-3400, www.sternberglighting.com

- Austin Series, Model #4701B/BKT

b. Architectural Iron Company, 104 Ironwood Court, PO Box 126, Milford, PA 18337, 1-800-442-4766, www.architecturaliron.com

- Garden City "B" Bollard – flange mount

c. Bollards USA, 4006 Collins Lane, Louisville, KY 40245, 1-844-240-7860, www.bollardsusa.com

- G Series, Model #150-GTF

(b) Concrete for footing shall be in accordance with Section 1020 – Portland Cement Concrete, Type SI, IDOT Standard Specifications.

(c) Reinforcement shall be in accordance with Section 1006.10 – Concrete Reinforcement Bars, Fabric, and Strand, IDOT Standard Specifications.

Construction Requirements

(a) Bollard shall be set in footings as shown on plans using anchor bolts provided by manufacturer. Bolts shall be securely set in concrete with epoxy grout recommended by manufacturer.

(b) Any scuffing or surface marring shall be repaired to the satisfaction of the Engineer.

Basis of Payment:

(a) This work will be paid for at the contract unit price per each for BOLLARDS, which price shall include all equipment, materials and labor, including foundation, to complete this item as specified and to the satisfaction of the Engineer.

PICNIC TABLE

Description: This work consists of furnishing and installing a picnic table.

Submittals:

(a) Cut sheets for picnic table.

(b) Manufacturer's product warranty information.

Warranty: Contract warranty of the General Conditions and manufacturer's warranty applies.

Products:

(a) Picnic Table

1. 3 chair ADA picnic table with attached aluminum seats with backs, surface mount, and textured black color, approximately 42” round table with a height of 30”.

2. All steel components to be certified American steel as approved by IDOT.

3. All hardware to be stainless steel or coated to resist corrosion.

4. Manufactured by one of the following:

   a. Urbanscape, a division of Wabash Valley Mfg., Inc. 505 E. Main Street, PO Box 5, Silver Lake, IN 46982, 1-800-253-8619, www.wabashvalley.com

      - Portage series model “P0DH76C”

   b. Thomas Steel, 1080 Uniek Drive, Waunakee, WI 53597, 1-800-448-7931, www.thomas-steel.com

      - State Street Courtyard Table

   c. Dumor Site Furnishings, Mifflintown, PA 17059-0142, 1-800-598-4018, www.dumor.com

      - “Table 101”

Construction Requirements

(a) Set picnic table on pavement as shown on plans and anchor using 3/8” anchor bolts. Securely set bolts in concrete with epoxy grout recommended by manufacturer.

(b) Repair any scuffing or surface marring to the satisfaction of the Engineer.

Payment:

(a) This work will be paid for at the contract unit price per each for PICNIC TABLE, which price shall include all equipment, materials and labor necessary for a complete installation.

TRASH RECEPTACLES

Description: This work consists of furnishing and installing trash receptacles.

Submittals:

(a) Cut sheets for trash receptacles.

(b) Manufacturer's product warranty information.

Warranty: Contract warranty of the General Conditions and manufacturer's warranty applies.

Products:

(a) Trash Receptacles

1. 32 or 36 gallon slat receptacle with side opening door, solid bonnet top, textured black color.

2. All steel components to be certified American steel as approved by IDOT.

3. All hardware to be stainless steel or coated to resist corrosion.

4. Manufactured by one of the following:

a. Urbanscape, a division of Wabash Valley Mfg., Inc. 505 E. Main Street, PO Box 5, Silver Lake, IN 46982, 1-800-253-8619, www.wabashvalley.com

- "J" style, model "TJ3B43P"

b. Victor Stanley, PO Drawer 330 Dunkirk, MD 20754, 1-800-368-2573, www.victorstanley.com

- Economy Collection model "ES-142"

c. Dumor Site Furnishings, Mifflintown, PA 17059-0142, 1-800-598-4018, www.dumor.com

- "Receptacle 438"

Construction Requirements

(a) Set trash receptacles on pavement as shown on plans and anchor using 3/8" anchor bolts. Securely set bolts in concrete with epoxy grout recommended by manufacturer.

(b) Repair any scuffing or surface marring to the satisfaction of the Engineer.

Payment:

(a) This work will be paid for at the contract unit price per each for TRASH RECEPTACLES, which price shall include all equipment, materials and labor necessary for a complete installation.

TIME CLOCK, ELECTRIC

Description: This work consists of furnishing and installing ornamental street clock as shown on the plans and as directed by the Engineer.

Submittals: The following items shall be submitted and approved prior to operations

(a) Product cut sheets.

(b) Shop drawings indicated header text style and layout.

(c) Manufacturer's product warranty information.

Warranty: Contract warranty of the General Conditions and manufacturer's warranty applies.

Products:

(a) Clock: 2-face, cast and extruded aluminum clock, with a decorative stepped bezel and saddle. 24 to 29" diameter dials made of white acrylic and back illuminated with LED lighting. Dials enclosed with clear polycarbonate lenses. Photocell automatically switches on the illuminated dial and header at dusk and switches if off at dawn.

1. Dial and header markings to be black color.

2. Arabic hour numbers (1, 2, 3, etc.)

3. Minute and hour marks indicated on clock face.

4. Option to include: Master clock control so that automatic corrections for power outages as well as programmed events such as daylight savings.

(b) Scrolled ornamentation around the clock to be cast aluminum.

1. Decorative header to be illuminated.

2. Header to read "Mount Sterling".

(c) Post and Base

1. Traditional, cast aluminum pedestal base with tall sides and ornamentation, 18" square by 48" tall. Base to have a door to provide access for wiring and clock controls. Time is set manually from the pole base by a remote toggle switch. Access door to be secured with tamper-proof, stainless steel hardware.

2. Post, fluted, 10' length

3. Four hot dipped galvanized "L" type anchor bolts shall be provided for post anchorage.

(d) Manufactured by one of the following:

1. Sternberg Lighting, 555 Lawrence Ave., Roselle, IL 60172, 847/588-3400, www.sternberglighting.com

   - Town Square Clock, Model #TSQ30

2. Electric Time Company, Inc. 97 West Street, Medfield, MA 02052, 508-359-4396, www.electricstime.com

   - Howard (2 Dial) 10'-9"

3. Verdin Bells and Clocks, 444 Reading Road, Cincinnati, OH 45202, 800-543-0488, www.verdin.com

   - Clock to match style of item "1" above

(e) Concrete for footing shall be in accordance with Section 1020 Portland Cement Concrete, Type SI.

(f) Reinforcement shall be in accordance with Section 1006.10 Concrete Reinforcement Bars, Fabric, and Strand.

Construction Requirements:

(a) Ornamental street clock shall be set on concrete based using anchor bolts provided by the manufacturer. Bolts shall be set in concrete during base construction or as recommended by the manufacturer.

(b) All components installed according to manufacturer's instructions.

(c) Any scuffing or surface marring shall be repaired to the satisfaction of the Owner.

Payment:

(a) This work will be paid for at the contract unit price per each for TIME CLOCK, ELECTRIC, which price shall include all equipment, materials and labor necessary for a complete installation, which price shall include equipment, materials and labor including foundation to complete this item as specified to the satisfaction of the Engineer.

STREET LIGHT ASSEMBLY COMPLETE:

Description: This work consists of providing and installing decorative steel poles, bases, arms, caps, luminaires, internal pole wiring for the luminaires, and GFI receptacle outlets as shown on the plans and as directed by the Engineer.

Submittals: The following items shall be submitted and approved prior to operations; product cut sheets.

Warranty: Light fixtures and decorative poles shall have the manufacturer's 5-year limited warranty.

Products:

Street Light Assembly, Complete

1. Poles shall be a Sternberg Lighting 9400 Marshall Roadway.

2. Poles shall be cast aluminum alloy. The pole height shall be 25' high, round tapered fluted shaft with a taper of 0.14 inch per foot.

3. A lockable GFI 2-outlet 20 ampere receptacle with weatherproof cover shall be mounted at the base of each pole.

4. Double banner arms shall be provided on each pole.

5. Flag pole holder shall be provided on each pole.

6. Roadway arm shall be Model CA, 8' long.

7. Caps for poles shall be a model RBCC3.

8. Fixture shall be 1912-XRLED Summit series, a decorative down-light with a decorative cast aluminum fitter and cast ballast housing. The fixture shall be type 3 refractor. The light source shall be 58 watt LED.

9. Model #1A-1912-XRLED-12L45T2-MDL14-SV1-HSHN/BKT as manufactured by Sternberg Lighting, 555 Lawrence Ave., Roselle, IL 60172, 847/588-3400, www.sternberglighting.com. All metal parts shall be textured black.

10. Sign Frames and mounting brackets shall be installed and finished by Sternberg Lighting on light fixtures requiring the mounting of sign panels at locations shown in the plans.

11. An LED flood light shall be installed on the street light in the southeast corner of Main and Capitol facing the memorial plaza. The flood light shall be approximately a 42 watt, 5500 lumen fixture. The flood light shall be permanently attached near the top of the light pole. Mounting bracket material, location, and orientation shall be coordinated with Sternberg Lighting and shall be installed and finished by Sternberg Lighting to provide a mounting point for the light by the electrician on the project site.

12. The contractor shall submit product data for the flood light fixture for approval during the shop drawing phase.

(a) Concrete for footing shall be in accordance with Section 1020 Portland Cement Concrete, Type SI.

(b) Reinforcement shall be in accordance with Section 1006.10 Concrete Reinforcement Bars, Fabric, and Strand.

Construction Requirements:

(a) Poles shall be set on concrete bases using anchor bolts provided by the manufacturer. Bolts shall be set in concrete during base construction or as recommended by the manufacturer.

(b) Fluted base cover shall clamp around base plate cover and lower shaft of the pole assembly. Secure with 6 tamper-proof stainless steel screws. Access door in pole shaft and base cover shall be secured with 2 tamper-proof stainless steel screws according to manufacturer's recommendation.

(c) All components shall be installed according to manufacturer's recommendation.

(d) Any scuffing or surface marring shall be repaired to the satisfaction of the Owner.

Measurement: This work will be measured by the number of units installed.

Payment:

Single Light fixture mount, pole and base will be paid for at the contract unit price each for STREET LIGHT ASSEMBLY COMPLETE, which price shall include equipment, materials and labor including foundation to complete this item as specified to the satisfaction of the Engineer.

ORNAMENTAL LIGHT UNIT, COMPLETE:

Description: This work consists of furnishing and installing decorative cast aluminum poles and luminaires as shown on the plans and as directed by the Engineer.

Submittals: The following items shall be submitted and approved prior to operations; product cut sheets.

Warranty: Light fixtures and decorative poles shall have the manufacturer's 5-year limited warranty.

Products:

(a) Poles shall be 7314TO Brighton Series 14-feet high cast aluminum alloy. The shaft shall be octagonal tapered with an integral 20" wide base. Four hot dipped galvanized "L" type anchor bolts shall be provided for each light pole.
(b) A lockable GFI 2-outlet 20 ampere receptacle with weatherproof cover shall be mounted on each pole.
(c) Each pole shall have a flag pole holder.
(d) Fixture shall be Boulevard Series D650-5P-XRLED-09L45T3-MDL14, a decorative acorn light with metal cap. Shade shall be polycarbonate. The lamp shall be 44 watt LED.
(e) Poles, bases and fixtures shall be PT-D650-XRLED-03L45T3-MDL14/ as manufactured by Sternberg Lighting, 555 Lawrence Ave., Roselle, IL 60172, 847/588-3400, www.sternberglighting.com . All metal parts shall be textured black.
(f) Concrete for footing shall be in accordance with Section 1020 Portland Cement Concrete, Type SI.
(g) Reinforcement shall be in accordance with Section 1006.10 Concrete Reinforcement Bars, Fabric, and Strand.

Construction Requirements:

(a) Poles shall be set on concrete based using anchor bolts provided by the manufacturer. Bolts shall be set in concrete during base construction or as recommended by the manufacturer.

(b) All components shall be installed according to manufacturer's recommendation.

(c) Any scuffing or surface marring shall be repaired to the Satisfaction of the Owner.

(d) Sign Frames and mounting brackets shall be installed and finished by Sternberg Lighting on light fixtures requiring the mounting of sign panels at locations shown in the plans.

Basis of Payment:

Ornamental Light fixture mount, pole and base will be paid for at the contract unit price each for ORNAMENTAL LIGHT UNIT COMPLETE, which price shall include equipment, materials and labor including foundation to complete this item as specified to the satisfaction of the Engineer.

LIGHTING CONTROLLER, SPECIAL:

This work shall consist of furnishing and installing an electrical lighting controller in accordance with Sections 825 and 1068.01 of the Standard Specifications for Road and Bridge Construction and the following additions or exceptions.

The controller enclosure shall be mounted on a concrete foundation. The enclosure shall be unpainted aluminum and have a single door.

The lighting controller shall utilize a photocell for lighting operation.

In addition to all lighting components a 15 ampere circuit breaker, wiring terminal block and flasher controller shall be installed within the enclosure for the flashing beacons. The flashing beacons shall operate at all times.

A 20 ampere circuit breaker, wiring and terminal block shall be installed within the enclosure for the ornamental clock, providing power at all times.

Basis of Payment: This work will be paid for at the contract unit price each for LIGHTING CONTROLLER, SPECIAL, as specified herein.

REMOVING OF LIGHTING UNITS:

Description: This work shall consist of the removal and disposal of existing light units and their foundations.

CONSTRUCTION REQUIREMENTS

General. No removal work will be permitted without approval from both the Engineer and owner of the utility. Removal shall start as soon as the temporary lighting or permanent lighting, as applicable, is placed in approved operation. An inspection and approval by the Engineer will take place before any associated proposed permanent or temporary lighting is approved for operation.

Removal of Lighting Units.

The Contractor shall be responsible for the coordination with the owner of the existing luminaries.

Owner shall be responsible for the electrical disconnection, the removal of the poles and lighting units from the existing foundations, and transporting off-site.

Owner of poles & lighting units:
Ameren CIPS
700 Jersey Street
Quincy, IL 62306

Contractor shall abandon any existing underground electric cables. Cables shall be removed with conduit and duct to a depth of 1 ft. (300 mm) below ground level and the hole shall be backfilled. Cables in a unit duct may be removed from the duct and become the property of the Contractor. The empty duct shall be removed to 1 ft. (300 mm) below ground level and the hole backfilled.

Removal of Pole Foundation.

Contractor shall be responsible for the removal of all existing pole foundations. Concrete foundations shall be removed to at least 2 ft. (600 mm) below grade, with removed material disposed of according to Article 202.03. The removal shall extend deeper where required to facilitate roadway construction at no additional cost. Underground conduits and cables shall be separated from the foundation at 2.5 ft (750 mm) below grade and shall be abandoned or re-used as indicated. The void caused by the removal of the foundations shall be backfilled according to Article 841.02.

Method of Measurement.

Each lighting unit foundation which is removed will be counted as a unit for payment.

Basis of Payment.

Coordination required for the removal of lighting units will not be paid for separately, but shall be included in the cost of the contract.

Foundation removal will be paid for at the contract unit price per each for REMOVAL OF POLE FOUNDATION.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

The work shall be according to Article 669 of the Standard Specifications and the following:

Qualifications. The term environmental firm shall mean an environmental firm with at least five (5) documented leaking underground storage tank (LUST) cleanups or that is pre-qualified in hazardous waste by the Department. Documentation includes but not limited to verifying remediation and special waste operations for sites contaminated with gasoline, diesel, or waste oil in accordance with all Federal, State, or local regulatory requirements and shall be provided to the Engineer for approval. The environmental firm selected shall not be a former or current consultant or have any ties with any of the properties contained within and/or adjacent to this construction project.

General. This Special Provision will likely require the Contractor to subcontract for the execution of certain activities.

All contaminated materials shall be managed as either "uncontaminated soil" or non-special waste. This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances. The Environmental Firm shall continuously monitor all soil excavation for worker protection and soil contamination. **Phase I Preliminary Engineering information is available through the District's Environmental Studies Unit.** Soil samples or analysis without the approval of the Engineer will be at no additional cost to the Department. The lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit whichever is less.

The Contractor shall manage any excavated soils and sediment within the following areas:

Site 3265-3 – Commercial Building, 100 Block of West Main Street, Mt. Sterling, Brown County

- Station 0+12 to Station 0+60 (US 24), 0 to 40 feet RT (Commercial Building, PESA Site 3265-3, 100 block of W. Main Street, Mt. Sterling): The Engineer has determined this material meets the criteria and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameters: lead and manganese.
- Station 0+60 to Station 0+91 (US 24), 0 to 40 feet RT (Commercial Building, PESA Site 3265-3, 100 block of W. Main Street, Mt. Sterling): The Engineer has determined this material meets the criteria and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: manganese and arsenic
- Station 0+91 to Station 1+35 (US 24), 0 to 40 feet RT (Commercial Building, PESA Site 3265-3, 100 block of W. Main Street, Mt. Sterling): The Engineer has determined this material meets the criteria and shall be managed in accordance with Article 669.05(c). COC sampling parameter: manganese.

Site 3265-4 – Dixon Auto Body, 149 West Main Street, Mt. Sterling, Brown County

- Station 0+50 to Station 0+95 (US 24), 0 to 40 feet LT (Dixon Auto Body, PESA Site 3265-4, 149 W. Main Street, Mt. Sterling): The Engineer has determined this material meets the criteria and shall be managed in accordance with Article 669.05(c). COC sampling parameter: manganese.

Site 3265-7 – Mount Sterling Police Department, 145 West Main Street, Mt. Sterling, Brown County

- Station 1+75 to Station 2+15 (US 24), 0 to 40 feet LT (Mount Sterling Police Department, PESA Site 3265-7, 145 W. Main Street, Mt. Sterling): The Engineer has determined this material meets the criteria and shall be managed in accordance with Article 669.05(c). COC sampling parameter: manganese.

Site 3265-8 – US Post Office, 130 West Main Street, Mt. Sterling, Brown County

- Station 1+95 to Station 2+45 (US 24), 0 to 40 feet RT (US Post Office, PESA Site 3265-8, 130 W. Main Street, Mt. Sterling): The Engineer has determined

this material meets the criteria and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameter: manganese.

- Station 2+45 to Station 2+80 (US 24), 0 to 40 feet RT (US Post Office, PESA Site 3265-8, 130 W. Main Street, Mt. Sterling): The Engineer has determined this material meets the criteria and shall be managed in accordance with Article 669.05(c). COC sampling parameter: manganese.

Site 3265-13 – Mixed Use Building, 123 West Main Street, Mt. Sterling, Brown County

- Station 3+90 to Station 4+40 (US 24), 0 to 40 feet LT (Mixed-use Building, PESA Site 3265-13, 123 W. Main Street, Mt. Sterling): The Engineer has determined this material meets the criteria and shall be managed in accordance with Article 669.05(c). COC sampling parameter: manganese.

Site 3265-15 – Uptowne City Limits, 121 West Main Street, Mt. Sterling, Brown County

- Station 4+40 to Station 4+65 (US 24), 0 to 40 feet LT (Uptowne City Limits, PESA Site 3265-15, 121 W. Main Street, Mt. Sterling): The Engineer has determined this material meets the criteria and shall be managed in accordance with Article 669.05(c). COC sampling parameters: lead, manganese.

Site 3265-21 – Mixed Use Building, 111 West Main Street, Mt. Sterling, Brown County

- Station 5+15 to Station 5+35 (US 24), 0 to 40 feet LT (Mixed-use Building, PESA Site 3265-21, 111 W. Main Street, Mt. Sterling): The Engineer has determined this material meets the criteria and shall be managed in accordance with Article 669.05(c). COC sampling parameter: manganese.

Site 3265-23 – Mixed Use Building, 100 Block West Main Street, Mt. Sterling, Brown County

- Station 5+35 to Station 5+65 (US 24), 0 to 40 feet LT (Mixed-use Building, PESA Site 3265-23, 100 block of W. Main Street, Mt. Sterling): The Engineer has determined this material meets the criteria and shall be managed in accordance with Article 669.05(c). COC sampling parameter: manganese.

Site 3265-24 – International Eyecare Center, 105 West Main Street, Mt. Sterling, Brown County

- Station 5+65 to Station 5+95 (US 24), 0 to 40 feet LT (International Eyecare Center, PESA Site 3265-24, 105 W. Main Street, Mt. Sterling): The Engineer has determined this material meets the criteria and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameters: lead and manganese.

Site 3265-26 – West Central Insurance, 101 West Main Street, Mt. Sterling, Brown County

- Station 5+95 to Station 6+70 (US 24), 0 to 40 feet LT (West Central Insurance, PESA Site 3265-26, 101 W. Main Street, Mt. Sterling): The Engineer has determined this material meets the criteria and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameters: lead, manganese.

Site 3265-33 – Hagel 1891, 117 East Main Street, Mt. Sterling, Brown County

- Station 8+60 to Station 9+05 (US 24), 0 to 40 feet LT (Hagel 1891, PESA Site 3265-33, 117 E. Main Street, Mt. Sterling): The Engineer has determined this material meets the criteria and shall be managed in accordance with Article 669.05(c). COC sampling parameters: manganese.

Site 3265-34 – Jennings Station, 114 East Main Street, Mt. Sterling, Brown County

- Station 8+65 to Station 9+05 (US 24), 0 to 40 feet RT (Jennings Station, PESA Site 3265-30, 114 E. Main Street, Mt. Sterling): The Engineer has determined this material meets the criteria and shall be managed in accordance with Article 669.05(a)(2), COC sampling parameters: lead and manganese.

Site 3265-36 – Dorothy's Market, 125 East Main Street, Mt. Sterling, Brown County

- Station 9+05 to Station 9+60 (US 24), 0 to 40 feet LT (Dorothy's Market, PESA Site 3265-36, 125 E. Main Street, Mt. Sterling): The Engineer has determined this material meets the criteria and shall be managed in accordance with Article 669.05(c). COC sampling parameters: manganese.

Site 3265-37 – Brown County Health Department, 120 East Main Street, Mt. Sterling, Brown County

- 9+40 to Station 9+80 (US 24), 0 to 40 feet RT (Brown County Health Department, PESA Site 3265-37, 120 E. Main Street, Mt. Sterling): The Engineer has determined this material meets the criteria and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: benzene, ethylbenzene, toluene, total xylenes, naphthalene, iron, lead, manganese.

Site 3265-38 – Mixed Use Building, 132-134R East Main Street, Mt. Sterling, Brown County

- Station 10+30 to Station 10+48 (US 24), 0 to 40 feet RT (Mixed-use Building, PESA Site 3265-38, 132-134R E. Main Street, Mt. Sterling): The Engineer has determined this material meets the criteria and shall be managed in accordance with Article 669.05(c). COC sampling parameter: manganese.

Work Zones

Three distinct OSHA HAZWOPER work zones (exclusion, decontamination, and support) shall apply to projects adjacent to or within sites with documented leaking underground storage tank (LUST) incidents, or sites under management in accordance with the requirements of the Site Remediation Program (SRP), Resource Conservation and Recovery Act (RCRA), or Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or as deemed necessary. For this project, the work zones apply for the following ISGS PESA Sites**: : Site 3265-3 – Commercial Building, Station 0+60 to Station 0+91 (US 24), 0 to 40 feet RT, Site 3265-37 – (Brown County Health Department)**

Additional information on the above sites collected during the Phase I Engineering process is available through the District's Environmental Studies Unit (DESU).

Revise Section 669 of the Standard Specifications to read:

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (bde)

Revise Section 669 of the Standard Specifications to read:

SECTION 669. REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

669.01 Description. This work shall consist of the transportation and proper disposal of contaminated soil and groundwater. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their content and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.

669.02 Equipment. The Contractor shall notify the Engineer of the delivery of all excavation, storage, and transportation equipment to a work area location. The equipment shall comply with OSHA and American Petroleum Institute (API) guidelines and shall be furnished in a clean condition. Clean condition means the equipment does not contain any residual material classified as a non-special waste, non-hazardous special waste, or hazardous waste. Residual materials include, but are not limited to, petroleum products, chemical products, sludges, or any other material present in or on equipment.

Before beginning any associated soil or groundwater management activity, the Contractor shall provide the Engineer with the opportunity to visually inspect and approve the equipment. If the equipment contains any contaminated residual material, decontamination shall be performed on the equipment as appropriate to the regulated substance and degree of contamination present according to OSHA and API guidelines. All cleaning fluids used shall be treated as the contaminant unless laboratory testing proves otherwise.

669.03 Pre-construction Submittals. Prior to beginning this work, or working in areas with regulated substances, the Contractor shall submit a Regulated Substance Pre-Construction Plan (RSPCP) to the Engineer for review and approval using form BDE 2730. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

As part of the RSPCP, the qualifications of Contractor(s) or firm(s) performing the following work shall be listed.

(a) On-Site Monitoring. Qualification for on-site monitoring of regulated substance work and on-site monitoring of UST removal requires either pre-qualification in Hazardous Waste by the Department or demonstration of acceptable project experience in remediation and special waste operations for contaminated sites in accordance with applicable Federal, State, or local regulatory requirements.

Qualification for each individual performing on-site monitoring requires a minimum of one-year of experience in similar activities as those required for the project.

(b) Underground Storage Tank. Qualification for underground storage tank (UST) work requires licensing and certification with the Office of the State Fire Marshall (OSFM) and possession of all permits required to perform the work. A copy of the permit shall be provided to the Engineer prior to tank removal.

The qualified Contractor(s) or firm(s) shall also document it does not have any current or former ties with any of the properties contained within, adjoining, or potentially affecting the work.

The Engineer will require up to 30 calendar days for review of the RSPCP. The review may involve rejection or revision and resubmittal; in which case, an additional 30 days will be required for each subsequent review. Work shall not commence until the RSPCP has been approved by the Engineer. After approval, the RSPCP shall be revised as necessary to reflect changed conditions in the field.

CONSTRUCTION REQUIREMENTS

669.04 Contaminated Soil and/or Groundwater Monitoring. Prior to beginning excavation, the Contractor shall mark the limits of removal for approval by the Engineer. Once excavation begins, the work and work area involving regulated substances shall be monitored by qualified personnel. The qualified personnel shall be on-site continuously during excavation and loading of material containing regulated substances. The qualified personnel shall be equipped with either a photoionization detector (PID) (minimum 10.6eV lamp), or a flame ionization detector (FID), and other equipment, as appropriate, to monitor for potential contaminants associated with volatile organic compounds (VOCs) or semi-volatile organic compounds (SVOCs). The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily, and as field and weather conditions change. Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. PID or FID readings may be used as the basis of increasing the limits of removal with the approval of the Engineer but shall in no case be used to decrease the limits.

The qualified personnel shall document field activities using form BDE 2732 (Regulated Substances Monitoring Daily Record) including the name(s) of personnel conducting the monitoring, weather conditions, PID or FID calibration records, a list of equipment used on-site, a narrative of activities completed, photo log sheets, manifests

and landfill tickets, monitoring results, how regulated substances were managed and other pertinent information.

Samples will be collected in accordance with the RSPCP. Samples shall be analyzed for the contaminants of concern (COCs), including pH, based on the property's land use history, the encountered abnormality and/or the parameters listed in the maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Ill. Adm. Code 1100.605. The analytical results shall serve to document the level of contamination.

Samples shall be grab samples (not combined with other locations). The samples shall be taken with decontaminated or disposable instruments. The samples shall be placed in sealed containers and transported in an insulated container to the laboratory. The container shall maintain a temperature of 39 °F (4 °C). All samples shall be clearly labeled. The labels shall indicate the sample number, date sampled, collection location and depth, and any other relevant observations.

The laboratory shall use analytical methods which are able to meet the lowest appropriate practical quantitation limits (PQL) or estimated quantitation limit (EQL) specified in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods", EPA Publication
No. SW-846; "Methods for the Determination of Organic Compounds in Drinking Water", EPA, EMSL, EPA-600/4-88/039; and “Methods for the Determination of Organic Compounds in Drinking Water, Supplement III”, EPA 600/R-95/131, August 1995. For parameters where the specified cleanup objective is below the acceptable detection limit (ADL), the ADL shall serve as the cleanup objective. For other parameters the ADL shall be equal to or below the specified cleanup objective.

669.05 Contaminated Soil and/or Groundwater Management and Disposal. The management and disposal of contaminated soil and/or groundwater shall be according to the following:

(a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:

(1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.

(2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits

as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation (USFO) within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.

(3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an USFO within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.

(4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an USFO within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.

(5) When the Engineer determines soil cannot be managed according to Articles 669.05(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.

(b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC, the excavated soil can be utilized within the construction limits or managed and disposed off-site as "uncontaminated soil" according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO for any of the following reasons.

(1) The pH of the soil is less than 6.25 or greater than 9.0.

(2) The soil exhibited PID or FID readings in excess of background levels.

(c) Soil Analytical Results Exceed Most Stringent MAC but Do Not Exceed Tiered Approach to Corrective Action Objectives (TACO) Residential. When the soil analytical results indicate that detected levels exceed the most stringent MAC but do not exceed TACO Tier 1 Soil Remediation Objectives for Residential Properties pursuant to 35 IAC 742 Appendix B Table A, the excavated soil can be utilized within the right-of-way or managed and disposed off-site as "uncontaminated soil" according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO.

(d) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most

stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste. The groundwater shall be containerized and trucked to an off-site treatment facility or may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority. Groundwater discharged to a sewer shall be pre-treated to remove particulates and measured with a calibrated flow meter to comply with applicable discharge limits. A copy of the permit shall be provided to the Engineer prior to discharging groundwater to the sewer.

All groundwater encountered within trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench it must be removed as a special or hazardous waste. The Contractor is prohibited from managing groundwater within the trench by discharging it through any existing or new storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10^{-7} cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer.

The Contractor shall use due care when transferring contaminated material from the area of origin to the transporter. Should releases of contaminated material to the environment occur (i.e., spillage onto the ground, etc.), the Contractor shall clean-up spilled material and place in the appropriate storage containers as previously specified. Clean-up shall include, but not be limited to, sampling beneath the material staging area to determine complete removal of the spilled material.

The Contractor shall be responsible for transporting and disposing all material classified as a non-special waste, special waste, or hazardous waste from the job site to an appropriately permitted landfill facility. The transporter and the vehicles used for transportation shall comply with all federal, state, and local rules and regulations governing the transportation of non-special waste, special waste, or hazardous waste.

All equipment used by the Contractor to haul contaminated material to the landfill facility shall be lined with a 6 mil (150 micron) polyethylene liner and securely covered during transportation. The Contractor shall obtain all documentation including any permits and/or licenses required to transport the contaminated material to the disposal facility.

The Contractor shall provide engineered barriers, when required, and shall include materials sufficient to completely line excavation surfaces, including sloped surfaces, bottoms, and sidewall faces, within the areas designated for protection.

The Engineer shall coordinate with the Contractor on the completion of all documentation. The Contractor shall make all arrangements for collection and analysis of landfill acceptance testing. The Contractor shall coordinate for waste disposal approval with the disposal facility. After the Contractor completes these activities and upon receipt of authorization from the Engineer, the Contractor shall initiate the disposal process.

The Contractor shall provide the Engineer with all transport-related documentation within two days of transport or receipt of said document(s). The Engineer shall maintain the file for all such documentation. For management of special or hazardous waste, the Contractor shall provide the Engineer with documentation the Contractor (or subcontractor, if a subcontractor is used for transportation) is operating with a valid Illinois special waste transporter permit at least two weeks before transporting the first load of contaminated material.

The Contractor shall schedule and arrange the transport and disposal of each load of contaminated material produced. The Contractor shall make all transport and disposal arrangements so no contaminated material remains within the project area at the close of business each day. Exceptions to this specification require prior approval from the Engineer within 24 hours of close of business. The Contractor shall be responsible for all other pre-disposal/transport preparations necessary daily to accomplish management activities.

Any waste generated as a special or hazardous waste from a non-fixed facility shall be manifested off-site using the Department's county generator number. An authorized representative of the Department shall sign all manifests for the disposal of the contaminated material and confirm the Contractor's transported volume. Any waste generated as a
non-special waste may be managed off-site without a manifest, a special waste transporter, or a generator number.

The Contractor shall select a landfill mandated by definition of the contaminant within the State of Illinois. The Department will review and approve or reject the facility proposed by the Contractor to use as a landfill. The Contractor shall verify whether the selected disposal facility is compliant with those applicable standards as mandated by definition of the contaminant and whether the disposal facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The Contractor shall be responsible for coordinating permits with the IEPA. The use of a Contractor selected landfill shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.

669.06 Non-Special Waste Certification. An authorized representative of the Department shall sign and date all non-special waste certifications. The Contractor shall be responsible for providing the Engineer with the required information that will allow the Engineer to certify the waste is not a special waste.

(a) Definition. A waste is considered a non-special waste as long as it is not:

(1) a potentially infectious medical waste;

(2) a hazardous waste as defined in 35 IAC 721;

(3) an industrial process waste or pollution control waste that contains liquids, as determined using the paint filter test set forth in subdivision (3)(A) of subsection (m) of 35 IAC 811.107;

(4) a regulated asbestos-containing waste material, as defined under the National Emission Standards for Hazardous Air Pollutants in 40 CFR 61.141;

(5) a material containing polychlorinated biphenyls (PCB's) regulated pursuant to 40 CFR Part 761;

(6) a material subject to the waste analysis and recordkeeping requirements of 35 IAC 728.107 under land disposal restrictions of 35 IAC 728;

(7) a waste material generated by processing recyclable metals by shredding and required to be managed as a special waste under Section 22.29 of the Environmental Protection Act; or

(8) an empty portable device or container in which a special or hazardous waste has been stored, transported, treated, disposed of, or otherwise handled.

(b) Certification Information. All information used to determine the waste is not a special waste shall be attached to the certification. The information shall include but not be limited to:

(1) the means by which the generator has determined the waste is not a hazardous waste;

(2) the means by which the generator has determined the waste is not a liquid;

(3) if the waste undergoes testing, the analytic results obtained from testing, signed and dated by the person responsible for completing the analysis;

(4) if the waste does not undergo testing, an explanation as to why no testing is needed;

(5) a description of the process generating the waste; and

(6) relevant material safety data sheets.

669.07 Temporary Staging. The Contractor shall excavate and dispose of all waste material as mandated by the contaminants without temporary staging. If

circumstances require temporary staging, he/she shall request in writing, approval from the Engineer.

When approved, the Contractor shall prepare a secure location within the project area capable of housing containerized waste materials. The Contractor shall contain all waste material in leak-proof storage containers such as lined roll-off boxes or 55 gal (208 L) drums, or stored in bulk fashion on storage pads. The design and construction of such storage pad(s) for bulk materials shall be subject to approval by the Engineer. The Contractor shall place the staged storage containers on an all-weather gravel-packed, asphalt, or concrete surface. The Contractor shall maintain a clearance both above and beside the storage units to provide maneuverability during loading and unloading. The Contractor shall provide any assistance or equipment requested by the Engineer for authorized personnel to inspect and/or sample contents of each storage container. All containers and their contents shall remain intact and undisturbed by unauthorized persons until the manner of disposal is determined. The Contractor shall keep the storage containers covered, except when access is requested by authorized personnel of the Department. The Engineer shall authorize any additional material added to the contents of any storage container before being filled.

The Contractor shall ensure the staging area is enclosed (by a fence or other structure) to ensure direct access to the area is restricted, and he/she shall procure and place all required regulatory identification signs applicable to an area containing the waste material. The Contractor shall be responsible for all activities associated with the storage containers including, but not limited to, the procurement, transport, and labeling of the containers. The Contractor shall clearly mark all containers in permanent marker or paint with the date of waste generation, location and/or area of waste generation, and type of waste (e.g., decontamination water, contaminated clothing, etc.). The Contractor shall place these identifying markings on an exterior side surface of the container. The Contractor shall separately containerize each contaminated medium, i.e. contaminated clothing is placed in a separate container from decontamination water. Containers used to store liquids shall not be filled in excess of 80 percent of the rated capacity. The Contractor shall not use a storage container if visual inspection of the container reveals the presence of free liquids or other substances that could classify the material as a hazardous waste in the container.

The Department will not be responsible for any additional costs incurred, if mismanagement of the staging area, storage containers, or their contents by the Contractor results in excess cost expenditure for disposal or other material management requirements.

669.08 Underground Storage Tank Removal. For the purposes of this section, an underground storage tank (UST) includes the underground storage tank, piping, electrical controls, pump island, vent pipes and appurtenances.

Prior to removing an UST, the Engineer shall determine whether the Department is considered an "owner" or "operator" of the UST as defined by the UST regulations (41 Ill. Adm. Code Part 176). Ownership of the UST refers to the Department's owning title to the UST during storage, use or dispensing of regulated substances. The Department

may be considered an "operator" of the UST if it has control of, or has responsibility for, the daily operation of the UST. The Department may however voluntarily undertake actions to remove an UST from the ground without being deemed an "operator" of the UST.

In the event the Department is deemed not to be the "owner" or "operator" of the UST, the OSFM removal permit shall reflect who was the past "owner" or "operator" of the UST. If the "owner" or "operator" cannot be determined from past UST registration documents from OSFM, then the OSFM removal permit will state the "owner" or "operator" of the UST is the Department. The Department's Office of Chief Counsel (OCC) will review all UST removal permits prior to submitting any removal permit to the OSFM. If the Department is not the "owner" or "operator" of the UST then it will not register the UST or pay any registration fee.

The Contractor shall be responsible for obtaining all permits required for removing the UST, notification to the OSFM, using an OSFM certified tank contractor, removal and disposal of the UST and its contents, and preparation and submittal of the OSFM Site Assessment Report in accordance with 41 Ill. Adm. Code Part 176.330.

The Contractor shall contact the Engineer and the OSFM's office at least 72 hours prior to removal to confirm the OSFM inspector's presence during the UST removal. Removal, transport, and disposal of the UST shall be according to the applicable portions of the latest revision of the "American Petroleum Institute (API) Recommended Practice 1604".

The Contractor shall collect and analyze tank content (sludge) for disposal purposes. The Contractor shall remove as much of the regulated substance from the UST system as necessary to prevent further release into the environment. All contents within the tank shall be removed, transported and disposed of, or recycled. The tank shall be removed and rendered empty according to IEPA definition.

The Contractor shall collect soil samples from the bottom and sidewalls of the excavated area in accordance with 35 Ill. Adm. Code Part 734.210(h) after the required backfill has been removed during the initial response action, to determine the level of contamination remaining in the ground, regardless if a release is confirmed or not by the OSFM on-site inspector.

In the event the UST is designated a leaking underground storage tank (LUST) by the OSFM's inspector, or confirmation by analytical results, the Contractor shall notify the Engineer and the DESU. Upon confirmation of a release of contaminants from the UST and notifications to the Engineer and DESU, the Contractor shall report the release to the Illinois Emergency Management Agency (IEMA) (e.g., by telephone or electronic mail) and provide them with whatever information is available ("owner" or "operator" shall be stated as the past registered "owner" or "operator", or the IDOT District in which the UST is located and the DESU Manager);

The Contractor shall perform the following initial response actions if a release is indicated by the OSFM inspector:

(a) Take immediate action to prevent any further release of the regulated substance to the environment, which may include removing, at the Engineer's discretion, and disposing of up to 4 ft (1.2 m) of the contaminated material, as measured from the outside dimension of the tank

(b) Identify and mitigate fire, explosion and vapor hazards;

(c) Visually inspect any above ground releases or exposed below ground releases and prevent further migration of the released substance into surrounding soils and groundwater; and

(d) Continue to monitor and mitigate any additional fire and safety hazards posed by vapors and free product that have migrated from the UST excavation zone and entered into subsurface structures (such as sewers or basements).

The UST excavation shall be backfilled according to applicable portions of Sections 205, 208, and 550 with a material that will compact and develop stability. The material shall be approved prior to placement. All uncontaminated concrete and soil removed during tank extraction may be used to backfill the excavation, at the discretion of the Engineer.

After backfilling the excavation, the site shall be graded and cleaned.

669.09 Regulated Substance Final Construction Report. Not later than 90 days after completing this work, the Contractor shall submit a Regulated Substance Final Construction Report (RSFCR) to the Engineer using form BDE 2733 and required attachments. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

669.10 Method of Measurement. Non-special waste, special waste, and hazardous waste soil will be measured for payment according to Article 202.07(b) when performing earth excavation, Article 502.12(b) when excavating for structures, or by computing the volume of the trench using the maximum trench width permitted and the actual depth of the trench.

Groundwater containerized and transported off-site for management, storage, and disposal will be measured for payment in gallons (liters).

Backfill plugs will be measured in cubic yards (cubic meters) in place, except the quantity for which payment will be made shall not exceed the volume of the trench, as computed by using the maximum width of trench permitted by the Specifications and the actual depth of the trench, with a deduction for the volume of the pipe.

Engineered Barriers will be measured for payment in square yards (square meters).

669.11 Basis of Payment. The work of preparing, submitting and administering a Regulated Substances Pre-Construction Plan will be paid for at the contract lump sum price for REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN.

On-site monitoring of regulated substances, including completion of form BDE 2732 for each day of work, will be paid for at the contract unit price per calendar day, or fraction thereof, for
ON-SITE MONITORING OF REGULATED SUBSTANCES.

The installation of engineered barriers will be paid for at the contract unit price per square yard (square meter) for ENGINEERED BARRIER.

The work of removing a UST, soil excavation, soil and content sampling, and the excavated soil, UST content, and UST disposal will be paid for at the contract unit price per each for UNDERGROUND STORAGE TANK REMOVAL.

The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for
NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL.

The transportation and disposal of groundwater from an excavation determined to be contaminated will be paid for at the contract unit price per gallon (liter) for SPECIAL WASTE GROUNDWATER DISPOSAL or HAZARDOUS WASTE GROUNDWATER DISPOSAL. When groundwater is discharged to a sanitary or combined sewer by permit, the cost will be paid for according to Article 109.05.

Backfill plugs will be paid for at the contract unit price per cubic yard (cubic meter) for BACKFILL PLUGS.

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

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

Payment for decontamination, labor, material, and equipment for monitoring areas beyond the specified areas, with the Engineer's prior written approval, will be according to Article 109.04.

The sampling and testing associated with this work will be paid for as follows.

(a) BETX Soil/Groundwater Analysis. When the contaminants of concern are gasoline only, soil or groundwater samples shall be analyzed for benzene, ethylbenzene, toluene, and xylenes (BETX). The analysis will be paid for at the

contract unit price per each for BETX SOIL ANALYSIS and/or BETX GROUNDWATER ANALYSIS using EPA Method 8021B.

(b) BETX-PNAS Soil/Groundwater Analysis. When the contaminants of concern are middle distillate and heavy ends, soil or groundwater samples shall be analyzed for BETX and polynuclear aromatics (PNAS). The analysis will be paid for at the contract unit price per each for BETX-PNAS SOIL ANALYSIS and/or BETX-PNAS GROUNDWATER ANALYSIS using EPA Method 8021B for BETX and EPA Method 8310 for PNAs.

(c) Priority Pollutants Soil Analysis. When the contaminants of concern are used oils, soil samples shall be analyzed for priority pollutant VOCs, priority pollutants SVOCs, and priority pollutants metals. The analysis will be paid for at the contract unit price per each for PRIORITY POLLUTANTS SOIL ANALYSIS using EPA Method 8260B for VOCs, EPA Method 8270C for SVOCs, and using an ICP instrument and EPA Methods 6010B and 7471A for metals.

(d) Priority Pollutant Groundwater Analysis. When the contaminants of concern are used oils, non-petroleum material, or unknowns, groundwater samples shall be analyzed for priority pollutant VOCs, priority pollutants SVOCs, and priority pollutants metals. The analysis will be paid for at the contract unit price per each for PRIORITY POLLUTANTS GROUNDWATER ANALYSIS using EPA Method 8260B for VOCs, EPA Method 8270C for SVOCs, and EPA Methods 6010B and 7470A for metals.

(e) Target Compound List (TCL) Soil Analysis. When the contaminants of concern are unknowns or non-petroleum material, soil samples shall be analyzed for priority pollutant VOCs, priority pollutants SVOCS, priority pollutants metals, pesticides, and Resource Conservation and Recovery Act (RCRA) metals by the toxicity characteristic leaching procedure (TCLP). The analysis will be paid for at the contract unit price per each for TCL SOIL ANALYSIS using EPA Method 8260B for VOCs, EPA Method 8270C for SVOCs, EPA Method 8081 for pesticides, and ICP instrument and EPA Methods 6010B, 7471A, 1311 (extraction), 6010B, and 7470A for metals.

(f) Soil Disposal Analysis. When the waste material for disposal requires sampling for disposal acceptance, the samples shall be analyzed for TCLP VOCs, SVOCs, RCRA metals, pH, ignitability, and paint filter test. The analysis will be paid for at the contract unit price per each for SOIL DISPOSAL ANALYSIS using EPA Methods 1311 (extraction), 8260B for VOCs, 8270C for SVOCs, 6010B and 7470A for RCRA metals, 9045C for pH, 1030 for ignitability, and 9095A for paint filter.

The work of preparing, submitting and administering a Regulated Substances Final Construction Report will be paid for at the contract lump sum price REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT."

80407

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

SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

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

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

_____

_____

_____

_____

_____

_____

_____

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)

Effective: August 1, 2012 Revised: February 1, 2014

In addition to the Contractor's equal employment opportunity affirmative action efforts undertaken as elsewhere required by this Contract, the Contractor is encouraged to participate in the incentive program to provide additional on-the-job training to certified graduates of IDOT funded pre-apprenticeship training programs outlined by this Special Provision.

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs throughout Illinois to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of this IDOT Training Program Graduate (TPG) Special Provision is to place certified graduates of these IDOT funded pre-apprentice training programs on IDOT project sites when feasible, and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. IDOT and its sub-recipients, in carrying out the responsibilities of a state contract, shall determine which construction contracts shall include "Training Program Graduate Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of IDOT funded Pre-apprenticeship Training Programs to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at $15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated IDOT staff member under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this 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 $15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 3 . During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs 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 Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the Department for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision $15.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certificate showing the type and length of training satisfactorily completed.

AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)

Effective: January 1, 2008

Description. This work shall consist of furnishing and operating automated flagger assistance devices (AFADs) as part of the work zone traffic control and protection for two-lane highways where two-way traffic is maintained over one lane of pavement. Use of these devices shall be at the option of the Contractor.

Equipment. AFADs shall be according to the FHWA memorandum, "MUTCD - Revised Interim Approval for the use of Automated Flagger Assistance Devices in Temporary Traffic Control Zones (IA-4R)", dated January 28, 2005. The devices shall be mounted on a trailer or a moveable cart and shall meet the requirements of NCHRP 350, Category 4.

The AFAD shall be the Stop/Slow type. This device uses remotely controlled "STOP" and "SLOW" signs to alternately control right-of-way.

Signs for the AFAD shall be according to Article 701.03 of the Standard Specifications and the MUTCD. The signs shall be 24 x 24 in. (600 x 600 mm) having an octagon shaped "STOP" sign on one side and a diamond shaped "SLOW" sign on the opposite side. The letters on the signs shall be 8 in. (200 mm) high. If the "STOP" sign has louvers, the full sign face shall be visible at a distance of 50 ft (15 m) and greater.

The signs shall be supplemented with one of the following types of lights.

(a) Flashing Lights. When flashing lights are used, white or red flashing lights shall be mounted within the "STOP" sign face and white or yellow flashing lights within the "SLOW" sign face.

(b) Stop and Warning Beacons. When beacons are used, a stop beacon shall be mounted 24 in. (600 mm) or less above the "STOP" sign face and a warning beacon mounted 24 in. (600 mm) or less above, below, or to the side of the "SLOW" sign face. As an option, a Type B warning light may be used in lieu of the warning beacon.

A "WAIT ON STOP" sign shall be placed on the right hand side of the roadway at a point where drivers are expected to stop. The sign shall be 24 x 30 in. (600 x 750 mm) with a black legend and border on a white background. The letters shall be at least 6 in. (150 mm) high.

This device may include a gate arm or mast arm that descends to a horizontal position when the "STOP" sign is displayed and rises to a vertical position when the "SLOW" sign is displayed. When included, the end of the arm shall reach at least to the center of the lane being controlled. The arm shall have alternating red and white retroreflective stripes, on both sides, sloping downward at 45 degrees toward the side on which traffic will pass. The stripes shall be 6 in. (150 mm) in width and at least 2 in. (50 mm) in height.

Flagging Requirements. Flaggers and flagging requirements shall be according to Article 701.13 of the Standard Specifications and the following.

AFADs shall be placed at each end of the traffic control, where a flagger is shown on the plans. The flaggers shall be able to view the face of the AFAD and approaching traffic during operation.

To stop traffic, the “STOP” sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall descend to a horizontal position. To permit traffic to move, the “SLOW” sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall rise to a vertical position.

If used at night, the AFAD location shall be illuminated according to Section 701 of the Standard Specifications.

When not in use, AFADs will be considered nonoperating equipment and shall be stored according to Article 701.11 of the Standard Specifications.

Basis of Payment. This work will not be paid for separately but shall be considered as included in the cost of the various traffic control items included in the contract.

80192

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revise Article 107.40(b) of the Standard Specifications to read:

"(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

(1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.

(2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.

(3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

Revise Article 107.40(c) of the Standard Specifications to read:

"(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

(1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

(2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the Contractor's yard or another job and the cost to re-mobilize, whichever is less.

Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

(3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

(1) When adverse weather prevents work on the controlling item.

(2) When job conditions due to recent weather prevent work on the controlling item.

(3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.

(4) When delays caused by utility or railroad adjustments prevent work on the controlling item.

(5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.

(6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

"(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited."

Add the following to Section 109 of the Standard Specifications.

"**109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

(a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to $5,000,000	One Project Superintendent
Over $ 5,000,000 - up to $25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over $25,000,000 - up to $50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over $50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid. For working day contracts the payment will be made according to Article 109.04. For completion date contracts, an adjustment will be determined as follows.

Extended Traffic Control occurs between April 1 and November 30:

ETCP Adjustment ($) = TE x (%/100 x CUP / OCT)

Extended Traffic Control occurs between December 1 and March 31:

ETCP Adjustment ($) = TE x 1.5 (%/100 x CUP / OCT)

Where: TE = Duration of approved time extension in calendar days.
% = Percent maintenance for the traffic control, % (see table below).
CUP = Contract unit price for the traffic control pay item in place during the delay.
OCT = Original contract time in calendar days.

Original Contract Amount	Percent Maintenance
Up to $2,000,000	65%
$2,000,000 to $10,000,000	75%
$10,000,000 to $20,000,000	85%
Over $20,000,000	90%

When an ETCP adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000
Revised: January 2, 2019

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 Illinois Unified Certification Program (IL UCP) DBE Directory.

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, which may include, but is not limited to:
>
> (a) Withholding progress payments;
>
> (b) Assessing sanctions;
>
> (c) Liquidated damages; and/or
>
> (d) Disqualifying the Contractor from future bidding as non-responsible.

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

companies 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. The 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 4.00 % 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 only 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 for in this Special Provision:

(a) The bidder documents that enough 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 shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. 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 website at:
http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index.

BIDDING PROCEDURES. Compliance with this Special Provision is required prior to the award of the contract and failure of the low bidder to comply will render the bid not responsive.

(a) The low bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, within five calendar days after the date of the letting. To meet the five-day requirement, the bidder must submit the required forms as a single .pdf file using the Department's "Vendor Portal".

The Department will not accept the Utilization Plan if it does not meet the bidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not responsive, 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.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the low bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort 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, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine 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 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. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

(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 apparent successful 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 the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.

(c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of 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 determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. 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 documentation and 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.

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 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 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 following:

(1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.

(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 of 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 DBE regular dealer or DBE manufacturer.

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 Utilization 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. All work indicated for performance by an approved DBE

shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

(a) NO AMENDMENT. 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) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

(c) SUBCONTRACT. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.

(d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

(1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or

(2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or

(3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall

substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

(e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

(1) The listed DBE subcontractor fails or refuses to execute a written contract;

(2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

(3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;

(4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.

(6) You have determined that the listed DBE subcontractor is not a responsible contractor;

(7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;

(8) The listed DBE is ineligible to receive DBE credit for the type of work required;

(9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;

(10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

(f) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore 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 Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement 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 Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

(g) ENFORCEMENT. 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.

(h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my 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. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

80029

DISPOSAL FEES (BDE)

Effective: November 1, 2018

Replace Articles 109.04(b)(5) – 109.04(b)(8) of the Standard Specifications with the following:

"(5) Disposal Fees. When the extra work performed includes paying for disposal fees at a clean construction and demolition debris facility, an uncontaminated soil fill operation or a landfill, the Contractor shall receive, as administrative costs, an amount equal to five percent of the first $10,000 and one percent of any amount over $10,000 of the total approved costs of such fees.

(6) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

(7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows.

a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Engineer.

b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

c. Quantities of materials, prices and extensions.

d. Transportation of materials.

e. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.

(8) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive, as administrative costs, an amount equal to five percent of the total approved costs of such work with the minimum payment being $100.

(9) All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after receipt of the Central Bureau of Construction form “Extra Work Daily Report”. If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Department is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery.”

80402

EQUIPMENT PARKING AND STORAGE (BDE)

Effective: November 1, 2017

Replace the first paragraph of Article 701.11 of the Standard Specifications with the following.

"**701.11 Equipment Parking and Storage.** During working hours, all vehicles and/or nonoperating equipment which are parked, two hours or less, shall be parked at least 8 ft (2.5 m) from the open traffic lane. For other periods of time during working and for all nonworking hours, all vehicles, materials, and equipment shall be parked or stored as follows.

(a) When the project has adequate right-of-way, vehicles, materials, and equipment shall be located a minimum of 30 ft (9 m) from the pavement.

(b) When adequate right-of-way does not exist, vehicles, materials, and equipment shall be located a minimum of 15 ft (4.5 m) from the edge of any pavement open to traffic.

(c) Behind temporary concrete barrier, vehicles, materials, and equipment shall be located a minimum of 24 in. (600 mm) behind free standing barrier or a minimum of 6 in. (150 mm) behind barrier that is either pinned or restrained according to Article 704.04. The 24 in. or 6 in. measurement shall be from the base of the non-traffic side of the barrier.

(d) Behind other man-made or natural barriers meeting the approval of the Engineer."

80388

HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010
Revised: August 1, 2018

Description. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.

b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location.

When a longitudinal joint sealant (LJS) is applied, longitudinal joint density testing will not be required on the joint(s) sealed."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	Ndesign = 50	93.0 – 97.4% [1/]	91.0%
IL-9.5	Ndesign = 90	92.0 – 96.0%	90.0%
IL-9.5,IL-9.5L	Ndesign < 90	92.5 – 97.4%	90.0%
IL-19.0	Ndesign = 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L	Ndesign < 90	93.0 [2/]– 97.4%	90.0%

SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%”

80246

HOT-MIX ASPHALT – OSCILLATORY ROLLER (BDE)

Effective: August 1, 2018
Revised: November 1, 2018

Add the following to Article 406.03 of the Standard Specifications:

"(j) Oscillatory Roller .....1101.01"

Revise Table 1 and Note 3/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

"TABLE 1 - MINIMUM ROLLER REQUIREMENTS FOR HMA				
	Breakdown Roller (one of the following)	Intermediate Roller	Final Roller (one or more of the following)	Density Requirement
Level Binder: (When the density requirements of Article 406.05(c) do not apply.)	P 3/	- -	V_S, P 3/, T_B, T_F, 3W, O_T	To the satisfaction of the Engineer.
Binder and Surface 1/ Level Binder 1/: (When the density requirements of Article 406.05(c) apply.)	V_D, P 3/, T_B, 3W, O_T, O_B	P 3/, O_T, O_B	V_S, T_B, T_F, O_T	As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7).
IL-4.75 and SMA 4/ 5/	T_B, 3W, O_T	- -	T_F, 3W, O_T	
Bridge Decks 2/	T_B	- -	T_F	As specified in Articles 582.05 and 582.06.

3/ A vibratory roller (V_D) or oscillatory roller (O_T or O_B) may be used in lieu of the pneumatic-tired roller on mixtures containing polymer modified asphalt binder."

Add the following to EQUIPMENT DEFINITION in Article 406.07(a) contained in the Errata of the Supplemental Specifications:

"O_T - Oscillatory roller, tangential impact mode. Maximum speed is 3.0 mph (4.8 km/h) or 264 ft/min (80 m/min).

O_B - Oscillatory roller, tangential and vertical impact mode, operated at a speed to produce not less than 10 vertical impacts/ft (30 impacts/m)."

Add the following to Article 1101.01 of the Standard Specifications:

"(h) Oscillatory Roller. The oscillatory roller shall be self-propelled and provide a smooth operation when starting, stopping, or reversing directions. The oscillatory roller shall be able to operate in a mode that will provide tangential impact force with or without vertical impact force by using at least one drum. The oscillatory roller shall be equipped with water tanks and sprinkling devices, or other approved methods, which shall be used to wet the drums to prevent material pickup. The drum(s) amplitude and frequency of the tangential and vertical impact force shall be approximately the same in each direction and meet the following requirements:

(1) The minimum diameter of the drum(s) shall be 42 in. (1070 mm)48 in. (1200 mm);

(2) The minimum length of the drum(s) shall be 57 in. (1480 mm)66 in. (1650 mm);

(3) The minimum unit static force on the drum(s) shall be 125 lb/in. (22 N/m); and

(4) The minimum force on the oscillatory drum shall be 18,000 lb (80 kN)."; and

(5) Self-adjusting eccentrics, and reversible eccentrics on non-driven drum(s)."

80399

HOT-MIX ASPHALT – TACK COAT (BDE)

Effective: November 1, 2016

Revise Article 1032.06(a) of the Standard Specifications to read:

"(a) Anionic Emulsified Asphalt. Anionic emulsified asphalts shall be according to AASHTO M 140. SS-1h emulsions used as a tack coat shall have the cement mixing test waived."

80376

LIGHTS ON BARRICADES (BDE)

Effective: January 1, 2018

Revise Article 701.16 of the Standard Specifications to read:

"**701.16 Lights.** Lights shall be used on devices as required in the plans, the traffic control plan, and the following table.

Circumstance	Lights Required
Daylight operations	None
First two warning signs on each approach to the work involving a nighttime lane closure and "ROUGH GROOVED SURFACE" (W8-I107) signs	Flashing mono-directional lights
Devices delineating isolated obstacles, excavations, or hazards at night (Does not apply to patching)	Flashing bi-directional lights
Devices delineating obstacles, excavations, or hazards exceeding 100 ft (30 m) in length at night (Does not apply to widening)	Steady burn bi-directional lights
Channelizing devices for nighttime lane closures on two-lane roads	None
Channelizing devices for nighttime lane closures on multi-lane roads	None
Channelizing devices for nighttime lane closures on multi-lane roads separating opposing directions of traffic	None
Channelizing devices for nighttime along lane shifts on multilane roads	Steady burn mono-directional lights
Channelizing devices for night time along lane shifts on two lane roads	Steady burn bi-directional lights
Devices in nighttime lane closure tapers on Standards 701316 and 701321	Steady burn bi-directional lights
Devices in nighttime lane closure tapers	Steady burn mono-directional lights
Devices delineating a widening trench	None
Devices delineating patches at night on roadways with an ADT less than 25,000	None
Devices delineating patches at night on roadways with an ADT of 25,000 or more	None

Batteries for the lights shall be replaced on a group basis at such times as may be specified by the Engineer."

Delete the fourth sentence of the first paragraph of Article 701.17(c)(2) of the Standard Specifications.

Revise the first paragraph of Article 603.07 of the Standard Specifications to read:

"**603.07 Protection Under Traffic.** After the casting has been adjusted and Class SI concrete has been placed, the work shall be protected by a barricade for at least 72 hours."

80392

MANHOLES, VALVE VAULTS, AND FLAT SLAB TOPS (BDE)

Effective: January 1, 2018
Revised: January 1, 2019

Description. In addition to those manufactured according to the current standards included in this contract, manholes, valve vaults, and flat slab tops manufactured prior to January 1, 2019, according to the previous Highway Standards listed below will be accepted on this contract:

Product	Previous Standards
Precast Manhole Type A, 4' (1.22 m) Diameter	602401-04 or 602401-03
Precast Manhole Type A, 5' (1.52 m) Diameter	602402 or 602401-03
Precast Manhole Type A, 6' (1.83 m) Diameter	602406-08 or 602406-07
Precast Manhole Type A, 7' (2.13 m) Diameter	602411-06 or 602411-05
Precast Manhole Type A, 8' (2.44 m) Diameter	602416-06 or 602416-05
Precast Manhole Type A, 9' (2.74 m) Diameter	602421-06 or 602421-05
Precast Manhole Type A, 10' (3.05 m) Diameter	602426
Precast Valve Vault Type A, 4' (1.22 m) Diameter	602501-03 or 602501-02
Precast Valve Vault Type A, 5' (1.52 m) Diameter	602506 or 602501-02
Precast Reinforced Concrete Flat Slab Top	602601-05 or 602601-04

The following revisions to the Standard Specifications shall apply to manholes, valve vaults, and flat slab tops manufactured according to the current standards included in this contract:

Revise Article 602.02(g) of the Standard Specifications to read:

"(g) Structural Steel (Note 4) 1006.04

Note 4. All components of the manhole joint splice shall be galvanized according to the requirements of AASHTO M 111 or M 232 as applicable."

Add the following to Article 602.02 of the Standard Specifications:

"(s) Anchor Bolts and Rods (Note 5) 1006.09

Note 5. The threaded rods for the manhole joint splice shall be according to the requirements of ASTM F 1554, Grade 55, (Grade 380)."

Revise the second paragraph of Article 1042.10 of the Standard Specifications to read:

"Catch basin Types A, B, C, and D; Manhole Type A; Inlet Types A and B; Drainage Structures Types 1, 2, 3, 4, 5, and 6; Valve Vault Type A; and reinforced concrete flat slab top (Highway Standard 602601) shall be according to AASHTO M 199 (M 199M), except the minimum wall thickness shall be as shown on the plans. Additionally, catch basins, inlets, and drainage structures shall have a minimum concrete compressive strength of 4500 psi

(31,000 kPa) at 28 days and manholes, valve vaults, and reinforced concrete flat slab tops shall have a minimum concrete compressive strength of 5000 psi (34,500 kPa) at 28 days."

80393

PAVEMENT MARKING REMOVAL (BDE)

Effective: July 1, 2016

Revise Article 783.02 of the Standard Specifications to read:

"**783.02 Equipment.** Equipment shall be according to the following.

Item	Article/Section
(a) Grinders (Note 1)	
(b) Water Blaster with Vacuum Recovery	1101.12

Note 1. Grinding equipment shall be approved by the Engineer."

Revise the first paragraph of Article 783.03 of the Standard Specifications to read:

"**783.03 Removal of Conflicting Markings.** Existing pavement markings that conflict with revised traffic patterns shall be removed. If darkness or inclement weather prohibits the removal operations, such operations shall be resumed the next morning or when weather permits. In the event of removal equipment failure, such equipment shall be repaired, replaced, or leased so removal operations can be resumed within 24 hours."

Revise the first and second sentences of the first paragraph of Article 783.03(a) of the Standard Specifications to read:

"The existing pavement markings shall be removed by the method specified and in a manner that does not materially damage the surface or texture of the pavement or surfacing. Small particles of tightly adhering existing markings may remain in place, if in the opinion of the Engineer, complete removal of the small particles will result in pavement surface damage."

Revise the first paragraph of Article 783.04 of the Standard Specifications to read:

"**783.04 Cleaning.** The roadway surface shall be cleaned of debris or any other deleterious material by the use of compressed air or water blast."

Revise the first paragraph of Article 783.06 of the Standard Specifications to read:

"**783.06 Basis of Payment.** This work will be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER REMOVAL, or at the contract unit price per square foot (square meter) for PAVEMENT MARKING REMOVAL – GRINDING and/or PAVEMENT MARKING REMOVAL – WATER BLASTING."

Delete Article 1101.13 from the Standard Specifications.

80371

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: November 2, 2017

Add the following to the end of the fourth paragraph of Article 109.11 of the Standard Specifications:

"If reasonable cause is asserted, written notice shall be provided to the applicable subcontractor and/or material supplier and the Engineer within five days of the Contractor receiving payment. The written notice shall identify the contract number, the subcontract or material purchase agreement, a detailed reason for refusal, the value of payment being withheld, and the specific remedial actions required of the subcontractor and/or material supplier so that payment can be made."

80390

PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2017

Revise the Air Content % of Class PP Concrete in Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

"TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA		
Class of Conc.	Use	Air Content %
PP	Pavement Patching Bridge Deck Patching (10)	
	PP-1	4.0 - 8.0"
	PP-2	
	PP-3	
	PP-4	
	PP-5	

Revise Note (4) at the end of Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

"(4) For all classes of concrete, the maximum slump may be increased to 7 in (175 mm) when a high range water-reducing admixture is used. For Class SC, the maximum slump may be increased to 8 in. (200 mm). For Class PS, the maximum slump may be increased to 8 1/2 in. (215 mm) if the high range water-reducing admixture is the polycarboxylate type."

80389

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

"(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than $1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved."

80328

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012
Revise: January 1, 2019

Revise Section 1031 of the Standard Specifications to read:

"**SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES**

1031.01 Description. Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

(a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing 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.

(b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Central Bureau of Materials approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.

(1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.

(2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

1031.02 Stockpiles. RAP and RAS stockpiles shall be according to the following.

(a) RAP 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 provide documentation on the quality of the RAP to clarify the appropriate stockpile.

(1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP shall pass the sieve size specified below for the mix into which the FRAP will be incorporated.

Mixture FRAP will be used in:	Sieve Size that 100 % of FRAP Shall Pass
IL-19.0	1 1/2 in. (40 mm)
IL-9.5	3/4 in. (20 mm)
IL-4.75	1/2 in. (13 mm)

(2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) 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 "homogeneous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.

(3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) 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 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 RAP stockpiles shall not contain steel slag.

(4) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP/FRAP 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.

(b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise specified by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be "B Quality" or better from an

approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type, and lot number shall be maintained by project contract number and kept for a minimum of three years.

1031.03 Testing. RAP/FRAP and RAS testing shall be according to the following.

(a) RAP/FRAP Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.

(1) During 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).

(2) After Stockpiling. 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/FRAP 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.

Each sample shall be split to obtain two equal 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.

(b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to Central Bureau of Materials Policy Memorandum, “Reclaimed Asphalt Shingle (RAS) Source”.

Samples shall be collected during stockpiling at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 250 tons (225 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS or RAS blended with manufactured sand shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

Before testing, each sample shall be split to obtain two test samples. One of the two test samples from the final split shall be labeled and stored for Department use. The

Contractor shall perform a washed extraction and test for unacceptable materials on the other test sample according to Department procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

If the sampling and testing was performed at the shingle processing facility in accordance with the QC Plan, the Contractor shall obtain and make available all of the test results from start of the initial stockpile.

1031.04 Evaluation of Tests. Evaluation of test results shall be according to the following.

(a) Evaluation of RAP/FRAP 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	FRAP/Homogeneous/ Conglomerate
1 in. (25 mm)	
1/2 in. (12.5 mm)	± 8 %
No. 4 (4.75 mm)	± 6 %
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	
No. 30 (600 µm)	± 5 %
No. 200 (75 µm)	± 2.0 %
Asphalt Binder	± 0.4 % 1/
G_{mm}	± 0.03

1/ The tolerance for FRAP shall be ± 0.3 %.

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, the RAP/FRAP shall not be used in HMA unless the RAP/FRAP 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 ITP, “Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)”.

(b) Evaluation of RAS and RAS Blended with Manufactured Sand Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %

No. 16 (1.18 mm)	± 5 %
No. 30 (600 µm)	± 4 %
No. 200 (75 µm)	± 2.0 %
Asphalt Binder Content	± 1.5 %

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, or if the percent unacceptable material exceeds 0.5 percent by weight of material retained on the # 4 (4.75 mm) sieve, the RAS or RAS blend shall not be used in Department projects. All test data and acceptance ranges shall be sent to the District for evaluation.

1031.05 Quality Designation of Aggregate in RAP/FRAP.

(a) RAP. The aggregate quality of the RAP for homogeneous and conglomerate stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

(1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.

(2) RAP from Class I binder, Superpave/HMA (High ESAL) binder, or (Low ESAL) IL-19.0L binder mixtures are designated as containing Class C quality coarse aggregate.

(b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5000 tons (4500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant laboratory prequalified by the Department for the specified testing. The consultant laboratory shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the Central Bureau of Materials Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

1031.06 Use of RAP/FRAP and/or RAS in HMA. The use of RAP/FRAP and/or RAS shall be the Contractor's option when constructing HMA in all contracts.

(a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.

(1) 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.

(2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) Surface and Binder Mixture applications.

(3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. FRAP from Conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus #4 (4.75 mm) homogeneous FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.

(4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.

(5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, or conglomerate.

(6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given Ndesign.

(b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.

(c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.

(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the Max RAP/RAS ABR table listed below for the given Ndesign.

RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures 1/, 2/	RAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28). If warm mix asphalt (WMA) technology is utilized and production temperatures do not exceed 275 °F (135 °C), the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

(2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the FRAP/RAS table listed below for the given Ndesign.

FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures 1/, 2/	FRAP/RAS Maximum ABR %					
Ndesign	Binder/Leveling Binder		Surface		Polymer Modified	
	w/o I-FIT	with I-FIT	w/o I-FIT	with I-FIT	w/o I-FIT	with I-FIT
30	50	55	40	45	10	15
50	40	45	35	40	10	15
70	40	45	30	35	10	15
90	40	45	30	35	10	15
SMA	- -	- -	- -	- -	20	25
IL-4.75	- -	- -	- -	- -	30	35

1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28). If warm mix asphalt (WMA) technology is utilized and production temperatures do not exceed 275 °F (135 °C), the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

1031.07 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the detailed requirements specified herein.

(a) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS mix designs shall be submitted for verification. If additional RAP/FRAP and/or RAS 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/FRAP and/or RAS stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP and/or RAS stockpiles may be used in the original mix design at the percent previously verified.

(b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design.

The RAP, FRAP, and RAS stone bulk specific gravities (G_{sb}) shall be according to the "Determination of Aggregate Bulk (Dry) Specific Gravity (G_{sb}) of Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)" procedure in the Department's Manual of Test Procedures for Materials.

1031.08 HMA Production. HMA production utilizing RAP/FRAP and/or RAS shall be as follows.

(a) RAP/FRAP. The coarse aggregate in all RAP/FRAP 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, gator, 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 the RAP/FRAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design.

(b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.

(c) RAP/FRAP and/or RAS. HMA plants utilizing RAP/FRAP and/or RAS shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

a. Date, month, year, and time to the nearest minute for each print.

b. HMA mix number assigned by the Department.

c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).

d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).

e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.

g. Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.

h. Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)

(2) Batch Plants.

a. Date, month, year, and time to the nearest minute for each print.

b. HMA mix number assigned by the Department.

c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).

d. Mineral filler weight to the nearest pound (kilogram).

e. RAP/FRAP/RAS weight to the nearest pound (kilogram).

f. Virgin asphalt binder weight to the nearest pound (kilogram).

g. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

1031.09 RAP in Aggregate Surface Course and Aggregate Wedge Shoulders, Type B. The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders, Type B shall be as follows.

(a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except “Non-Quality” and “FRAP”. The testing requirements of Article 1031.03 shall not apply. RAP used shall be according to the current Central Bureau of Materials Policy Memorandum, “Reclaimed Asphalt Pavement (RAP) for Aggregate Applications”.

(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.”

80306

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

"**109.14 Subcontractor and Disadvantaged Business Enterprise Payment Reporting.** The Contractor shall report all payments made to the following parties:

(a) first tier subcontractors;

(b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;

(c) material suppliers or trucking firms that are part of the Contractor's submitted DBE utilization plan.

The report shall be made through the Department's on-line subcontractor payment reporting system within 21 days of making the payment."

80397

SUBCONTRACTOR MOBILILATION PAYMENTS (BDE)

Effective: November 2, 2017

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

"This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than $10,000	25%
$10,000 to less than $20,000	20%
$20,000 to less than $40,000	18%
$40,000 to less than $60,000	16%
$60,000 to less than $80,000	14%
$80,000 to less than $100,000	12%
$100,000 to less than $250,000	10%
$250,000 to less than $500,000	9%
$500,000 to $750,000	8%
Over $750,000	7%"

80391

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

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

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 3 . In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather then clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

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

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

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

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

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

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

METHOD OF MEASUREMENT The unit of measurement is in hours.

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

20338

TRAFFIC CONTROL DEVICES - CONES (BDE)

Effective: January 1, 2019

Revise Article 701.15(a) of the Standard Specifications to read:

"(a) Cones. Cones are used to channelize traffic. Cones used to channelize traffic at night shall be reflectorized; however, cones shall not be used in nighttime lane closure tapers or nighttime lane shifts."

Revise Article 1106.02(b) of the Standard Specifications to read:

"(b) Cones. Cones shall be predominantly orange. Cones used at night that are 28 to 36 in. (700 to 900 mm) in height shall have two white circumferential stripes. If non-reflective spaces are left between the stripes, the spaces shall be no more than 2 in. (50mm) in width. Cones used at night that are taller than 36 in. (900 mm) shall have a minimum of two white and two fluorescent orange alternating, circumferential stripes with the top stripe being fluorescent orange. If non-reflective spaces are left between the stripes, the spaces shall be no more than 3 in. (75 mm) in width.

The minimum weights for the various cone heights shall be 4 lb for 18 in. (2 kg for 450 mm), 7 lb for 28 in. (3 kg for 700 mm), and 10 lb for 36 in. (5 kg for 900 mm) with a minimum of 60 percent of the total weight in the base. Cones taller than 36 in. shall be weighted per the manufacturer's specifications such that they are not moved by wind or passing traffic."

80409

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012
Revised: April 1, 2016

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

"**1102.01 Hot-Mix Asphalt Plant.** The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

"(11) Equipment for Warm Mix Technologies.

a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

"(e) Warm Mix Technologies.

(1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.

(2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification."

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C). WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

80288

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012
Revised: April 2, 2015

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports 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.

80302

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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 provisions of the Americans with 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program 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 minorities and women.

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 minorities and women 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 employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 its 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 their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. 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. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency 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. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) 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.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The 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.

(3) In the event the contractor, the laborers or mechanics to be employed in the 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 questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, 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 contracting agency 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of 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. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each 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 Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action 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.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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 contracting agency. 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 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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 or propose 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 VI 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 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 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 contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 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. 3704).

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.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 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:

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 under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-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;

(3) 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective 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 Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of

Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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 exceeding the $25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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 dealings.

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 Participants:

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 participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is 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 its bid or proposal that the participant 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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.