

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

**PREQUALIFICATION**

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

**REQUESTS FOR AUTHORIZATION TO BID**

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

**WHO CAN BID ?**

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

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

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

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

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

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

***IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.***

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

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or [Timothy.Garman@illinois.gov](mailto:Timothy.Garman@illinois.gov).

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

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

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

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

**WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?**

<b>Questions Regarding</b>	<b>Call</b>
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806

**ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS**

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

RETURN WITH BID

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Proposal Submitted By
Name
Address
City

Letting January 21, 2011

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

**NOTICE TO PROSPECTIVE BIDDERS**

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

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

Contract No. 91445  
CHAMPAIGN County  
Section 10-00285-00-SP (Champaign)  
Route FAU 7171 (Fourth Street)  
Project HSIP-5181(047)  
District 5 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

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## INSTRUCTIONS

**ABOUT IDOT PROPOSALS:** All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction. In addition, this proposal contains new statutory requirements applicable to the use of subcontractors and, in particular, includes the State Required Ethical Standards Governing Subcontractors to be signed and incorporated into all subcontracts.

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

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

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

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

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

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### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of \_\_\_\_\_  
\_\_\_\_\_

Taxpayer Identification Number (Mandatory) \_\_\_\_\_

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

**Contract No. 91445  
CHAMPAIGN County  
Section 10-00285-00-SP (Champaign)  
Project HSIP-5181(047)  
Route FAU 7171 (Fourth Street)  
District 5 Construction Funds**

**Project consists of pavement, curb and gutter, sidewalk and raised median removal, construction of storm sewers and associated storm drainage structures, curb extensions at intersections, pavement, curb and gutter and sidewalk, traffic signal modernization, roadway lighting removal and replacement, pavement marking removal and replacement, landscaping and all other incidental items to complete the work on FAU Rte. 7171 (Fourth Street) between Green Street and Gregory Drive in the city of Champaign.**

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

**RETURN WITH BID**

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

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

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

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

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

**Attach Cashier's Check or Certified Check Here**

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

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

Item \_\_\_\_\_

Section No. \_\_\_\_\_

County \_\_\_\_\_

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

**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.

9. **The services of a subcontractor will or may be used.**

Check box Yes   
 Check box No

For known subcontractors with subcontracts with an annual value of more than \$25,000, the contract shall include their name, address, and the dollar allocation for each subcontractor.

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STATE JOB #- C-95-347-10  
 PPS NBR - 0-01662-0000

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
CHAMPAIGN	019	05	10-00285-00-SP (CHAMPAIGN)	HSIP-5181/047/000	FAU 7171

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
XX002184	PHOTOELECTRIC CONTROL	EACH	2.000 X	=			
XX003313	REM & REIN BRIC PAVER	SQ FT	213.000 X	=			
XX003581	ELCBL C SERV 6 1C	FOOT	417.000 X	=			
X0322281	W A VID DET SYS COM	EACH	1.000 X	=			
X0322748	BICYCLE LANE MARKING	EACH	26.000 X	=			
X0324102	EM VEH SIGNAL CONT SYS	EACH	1.000 X	=			
X0326864	BRICK SIDEWALK REM	SQ FT	326.000 X	=			
X6025600	MAN ADJUST SPL	EACH	10.000 X	=			
X7010216	TRAF CONT & PROT SPL	L SUM	1.000 X	=			
X7015005	CHANGEABLE MESSAGE SN	CAL DA	28.000 X	=			
X8300516	LT P A 16MH 4DA IO	EACH	13.000 X	=			
X8300534	LP A 34MH 8DA 4DA IO	EACH	24.000 X	=			
X8730027	ELCBL C GROUND 6 1C	FOOT	680.000 X	=			
X8730180	ELCBL C SIGNAL 18 3C	FOOT	366.000 X	=			
X8730190	ELCBL C SIGNAL 16 3C	FOOT	663.000 X	=			



ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
Z0004002	BOLLARDS	EACH	50.000 X	=		=	
Z0010688	CAMERA MOUNT ASSEMBLY	EACH	2.000 X	=		=	
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000 X	=		=	
Z0018911	DRILL-GROUT #6 T-BAR	EACH	1,596.000 X	=		=	
Z0022800	FENCE REMOVAL	FOOT	157.000 X	=		=	
Z0036700	PARK METER POSTS REM	EACH	31.000 X	=		=	
Z0051500	REM & RESET ST SIGNS	EACH	27.000 X	=		=	
Z0056648	SS 1 WAT MN 12	FOOT	192.000 X	=		=	
Z0056668	SS 2 WAT MN 12	FOOT	55.000 X	=		=	
20101350	TREE PRUN OVER 10	EACH	31.000 X	=		=	
20201200	REM & DISP UNS MATL	CU YD	100.000 X	=		=	
20800150	TRENCH BACKFILL	CU YD	236.000 X	=		=	
20900110	POROUS GRAN BACKFILL	CU YD	50.000 X	=		=	
21000300	GRAN EMBANK SPEC	TON	205.000 X	=		=	
21001000	GEOTECH FAB F/GR STAB	SQ YD	200.000 X	=		=	

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
21101625	TOPSOIL F & P 6	SQ YD	1,639.000	=		=	
25200100	SODDING	SQ YD	1,639.000	=		=	
25200200	SUPPLE WATERING	UNIT	73.300	=		=	
28000510	INLET FILTERS	EACH	33.000	=		=	
35101600	AGG BASE CSE B 4	SQ YD	4,229.000	=		=	
40201000	AGGREGATE-TEMP ACCESS	TON	373.900	=		=	
40600100	BIT MATLS PR CT	GALLON	806.000	=		=	
42300400	PCC DRIVEWAY PAVT 8	SQ YD	102.000	=		=	
42400300	PC CONC SIDEWALK 6	SQ FT	25,233.000	=		=	
42400800	DETECTABLE WARNINGS	SQ FT	552.000	=		=	
44000100	PAVEMENT REM	SQ YD	1,431.000	=		=	
44000200	DRIVE PAVEMENT REM	SQ YD	96.000	=		=	
44000500	COMB CURB GUTTER REM	FOOT	2,419.000	=		=	
44000600	SIDEWALK REM	SQ FT	13,912.000	=		=	
44003100	MEDIAN REMOVAL	SQ FT	1,187.000	=		=	

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
44200974	CL B PATCH T3 10	SQ YD	1,001.000	X	=		
44201298	DOWEL BARS 1 1/4	EACH	108.000	X	=		
54248510	CONCRETE COLLAR	CU YD	9.000	X	=		
550A0050	STORM SEW CL A 1 12	FOOT	400.000	X	=		
550A0340	STORM SEW CL A 2 12	FOOT	12.000	X	=		
55100500	STORM SEWER REM 12	FOOT	450.000	X	=		
59300100	CONTR LOW-STRENG MATL	CU YD	10.000	X	=		
60218400	MAN TA 4 DIA T1F CL	EACH	1.000	X	=		
60218600	MAN TA 4 DIA T4F&G	EACH	4.000	X	=		
60218900	MAN TA 4 DIA T6F&G	EACH	4.000	X	=		
60235800	INLETS TA T4F&G	EACH	6.000	X	=		
60236100	INLETS TA T6F&G	EACH	13.000	X	=		
60236200	INLETS TA T8G	EACH	1.000	X	=		
60240225	INLETS TB T4F&G	EACH	2.000	X	=		
60240240	INLETS TB T6F&G	EACH	6.000	X	=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
60255700	MAN ADJ NEW T1F OL	EACH	2.000 X	=			
60266600	VALVE BOX ADJ	EACH	8.000 X	=			
60500040	REMOV MANHOLES	EACH	2.000 X	=			
60500060	REMOV INLETS	EACH	17.000 X	=			
60604800	COMB CC&G TB6.18 SPL	FOOT	2,551.000 X	=			
60622400	CONC MED TSM6.06	SQ FT	463.000 X	=			
67100100	MOBILIZATION	L SUM	1.000 X	=			
70300520	PAVT MARK TAPE T3 4	FOOT	9,110.000 X	=			
70300560	PAVT MARK TAPE T3 12	FOOT	190.000 X	=			
70300570	PAVT MARK TAPE T3 24	FOOT	250.000 X	=			
70301000	WORK ZONE PAVT MK REM	SQ FT	3,727.000 X	=			
72000100	SIGN PANEL T1	SQ FT	145.000 X	=			
72400100	REMOV SIN PAN ASSY TA	EACH	15.000 X	=			
72400200	REMOV SIN PAN ASSY TB	EACH	5.000 X	=			
72400310	REMOV SIGN PANEL T1	SQ FT	56.000 X	=			

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
72800100	TELES STL SIN SUPPORT	FOOT	538.000 X	=		=	
78000100	THPL PVT MK LTR & SYM	SQ FT	110.000 X	=		=	
78000200	THPL PVT MK LINE 4	FOOT	6,145.000 X	=		=	
78000500	THPL PVT MK LINE 8	FOOT	3,437.000 X	=		=	
78000600	THPL PVT MK LINE 12	FOOT	2,309.000 X	=		=	
78000650	THPL PVT MK LINE 24	FOOT	288.000 X	=		=	
78300100	PAVT MARKING REMOVAL	SQ FT	4,218.000 X	=		=	
80400100	ELECT SERV INSTALL	EACH	1.000 X	=		=	
81012600	CON T 2 PVC	FOOT	115.000 X	=		=	
81012700	CON T 2 1/2 PVC	FOOT	43.000 X	=		=	
81012800	CON T 3 PVC	FOOT	105.000 X	=		=	
81012900	CON T 3 1/2 PVC	FOOT	34.000 X	=		=	
81013000	CON T 4 PVC	FOOT	10.000 X	=		=	
81028060	CON B&P CNC 2	FOOT	2,160.000 X	=		=	
81028090	CON B&P CNC 3 1/2	FOOT	151.000 X	=		=	

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
81028120	CON B&P CNC 5	FOOT	49.000 X	=		=	
81400100	HANDHOLE	EACH	7.000 X	=		=	
81400720	DBL HANDHOLE PCC	EACH	1.000 X	=		=	
81400730	HANDHOLE C CONC	EACH	3.000 X	=		=	
81500120	GULFBOX JUNCTION CC	EACH	37.000 X	=		=	
81603010	UD 2#10#10GXLPUSE 3/4	FOOT	70.000 X	=		=	
81603090	UD 3#4#6GXLPUSE 1 1/4	FOOT	3,700.000 X	=		=	
81702110	EC C XLP USE 1C 10	FOOT	1,486.000 X	=		=	
81900200	TR & BKFIL F ELECT WK	FOOT	345.000 X	=		=	
82500350	LT CONT BASEM 240V100	EACH	1.000 X	=		=	
83600120	LIGHT POLE FDN SPL	FOOT	202.000 X	=		=	
84200500	REM LT UNIT SALV	EACH	12.000 X	=		=	
84200804	REM POLE FDN	EACH	12.000 X	=		=	
85000300	MAIN EX TR SIG INSTAL	L SUM	1.000 X	=		=	
85700205	FAC T4 CAB SPL	EACH	1.000 X	=		=	

FAU 7171,  
10-00285-00-SP (CHAMPAIGN)  
CHAMPAIGN

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - 91445

ECMS002 DTGECM03 ECMR003 PAGE 8  
RUN DATE - 12/13/10  
RUN TIME - 183058

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
87301215	ELCBL C SIGNAL 14 2C	FOOT	1,374.000 X	=	=	=	=
87301225	ELCBL C SIGNAL 14 3C	FOOT	1,164.000 X	=	=	=	=
87301245	ELCBL C SIGNAL 14 5C	FOOT	1,803.000 X	=	=	=	=
87501000	TS POST 14	EACH	4.000 X	=	=	=	=
87702830	STL COMB MAA&P 20	EACH	2.000 X	=	=	=	=
87702840	STL COMB MAA&P 22	EACH	1.000 X	=	=	=	=
87702880	STL COMB MAA&P 30	EACH	1.000 X	=	=	=	=
87800100	CONC FDN TY A	FOOT	14.000 X	=	=	=	=
87800150	CONC FDN TY C	FOOT	3.500 X	=	=	=	=
87800215	CONC FDN TY D	EACH	1.000 X	=	=	=	=
87800400	CONC FDN TY E 30D	FOOT	60.000 X	=	=	=	=
88040070	SH P LED 1F 3S BM	EACH	8.000 X	=	=	=	=
88040090	SH P LED 1F 3S MAM	EACH	4.000 X	=	=	=	=
88102845	PED SH P LED 2F BM CT	EACH	8.000 X	=	=	=	=
88200100	TS BACKPLATE	EACH	4.000 X	=	=	=	=

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
88800100	PED PUSH-BUTTON	EACH	8.000 X	=			
89100400	ILLUM SIGN LED	EACH	4.000 X	=			
89502300	REM ELCBL FR CON	FOOT	2,600.000 X	=			
89502375	REMOV EX TS EQUIP	EACH	1.000 X	=			
89502380	REMOV EX HANDHOLE	EACH	3.000 X	=			
89502385	REMOV EX CONC FDN	EACH	9.000 X	=			

TOTAL \$

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



## RETURN WITH BID

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

#### **I. GENERAL**

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

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

**C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

#### **II. ASSURANCES**

The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

##### **A. Conflicts of Interest**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

## RETURN WITH BID

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

### **B. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

### **C. Inducements**

1. The Illinois Procurement Code provides:

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

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

### **D. Revolving Door Prohibition**

1. The Illinois Procurement Code provides:

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

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

### **E. Reporting Anticompetitive Practices**

1. The Illinois Procurement Code provides:

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

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

### **F. Confidentiality**

1. The Illinois Procurement Code provides:

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

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

## RETURN WITH BID

### **G. Insider Information**

1. The Illinois Procurement Act provides:

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

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

### **III. CERTIFICATIONS**

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

#### **A. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

#### **B. Felons**

1. The Illinois Procurement Code provides:

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

3. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

## RETURN WITH BID

### **C. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

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

### **D. Prohibited Bidders, Contractors and Subcontractors**

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

### **E. Section 42 of the Environmental Protection Act**

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

### **F. Educational Loan**

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

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

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

### **G. Bid-Rigging/Bid Rotating**

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

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

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

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

## RETURN WITH BID

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

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

### **H. International Anti-Boycott**

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

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

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

### **I. Drug Free Workplace**

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

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

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

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

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

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

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

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

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

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J. Disclosure of Business Operations in Iran

Section 50-36 of the Illinois Procurement Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

- (1) More than 10% of the Company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the Company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the Company has failed to take substantial action.
(2) The Company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

The terms "Business operations", "Company", "Mineral-extraction activities", "Oil-related activities", "Petroleum resources", and "Substantial action" are all defined in the Code.

Failure to make the disclosure required by the Code shall cause the bid, offer or proposal to be considered not responsive. The disclosure will be considered when evaluating the bid, offer, or proposal or awarding the contract. The name of each Company disclosed as doing business or having done business in Iran will be provided to the State Comptroller.

Check the appropriate statement:

/\_\_\_/ Company has no business operations in Iran to disclose.

/\_\_\_/ Company has business operations in Iran as disclosed the attached document.

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

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

NA-FEDERAL

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

**RETURN WITH BID**

**L. Political Contributions and Registration with the State Board of Elections**

Sections 20-160 and 50-37 of the Illinois Procurement Code regulate political contributions from business entities and any affiliated entities or affiliated persons bidding on or contracting with the state. Generally under Section 50-37, any business entity, and any affiliated entity or affiliated person of the business entity, whose current year contracts with all state agencies exceed an awarded value of \$50,000, are prohibited from making any contributions to any political committees established to promote the candidacy of the officeholder responsible for the awarding of the contracts or any other declared candidate for that office for the duration of the term of office of the incumbent officeholder or a period 2 years after the termination of the contract, whichever is longer. Any business entity and affiliated entities or affiliated persons whose state contracts in the current year do not exceed an awarded value of \$50,000, but whose aggregate pending bids and proposals on state contracts exceed \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the pending contract during the period beginning on the date the invitation for bids or request for proposals is issued and ending on the day after the date of award or selection if the entity was not awarded or selected. Section 20-160 requires certification of registration of affected business entities in accordance with procedures found in Section 9-35 of The Election Code.

By submission of a bid, the contractor business entity acknowledges and agrees that it has read and understands Sections 20-160 and 50-37 of the Illinois Procurement Code, and that it makes the following certification:

**The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.**

These requirements and compliance with the above referenced statutory sections are a material part of the contract, and any breach thereof shall be cause to void the contract under Section 50-60 of the Illinois Procurement Code. This provision does not apply to Federal-aid contracts.

**M. Lobbyist Disclosure**

Section 50-38 of the Illinois Procurement Code requires that any bidder or offeror on a State contract that hires a person required to register under the Lobbyist Registration Act to assist in obtaining a contract shall:

- (i) Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract,
- (ii) Not bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration, and
- (iii) Sign a verification certifying that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State.

This information, along with all supporting documents, shall be filed with the agency awarding the contract and with the Secretary of State. The chief procurement officer shall post this information, together with the contract award notice, in the online Procurement Bulletin.

Pursuant to Subsection (c) of this Section, no person or entity shall retain a person or entity to attempt to influence the outcome of a procurement decision made under the Procurement Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty of a business offense and shall be fined not more than \$10,000.

Bidder acknowledges that it is required to disclose the hiring of any person required to register pursuant to the Illinois Lobbyist Registration Act (25 ILCS 170) in connection with this contract.

Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.

Or

Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:

Name and address of person: \_\_\_\_\_  
All costs, fees, compensation, reimbursements and other remuneration paid to said person: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## RETURN WITH BID

### IV. DISCLOSURES

- A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The bidder further certifies that the Department has received the disclosure forms for each bid.

The chief procurement officer may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Procurement Code. Furthermore, the chief procurement officer may void the contract and the surety providing the performance bond shall be responsible for completion of the contract.

### B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$25,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Procurement Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

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

**The current annual salary of the Governor is \$177,412.00.**

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

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

### C. Disclosure Form Instructions

#### Form A Instructions for Financial Information & Potential Conflicts of Interest

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO \_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES \_\_\_ NO
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES \_\_\_ NO \_\_\_
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_

(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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



## RETURN WITH BID

### **Form B: Instructions for Identifying Other Contracts & Procurement Related Information**

Disclosure Form B must be completed for each bid submitted by the bidding entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

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

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

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

RETURN WITH BID

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

*The current annual salary of the Governor is \$177,412.00.*

**DISCLOSURE OF FINANCIAL INFORMATION**

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

<b>FOR INDIVIDUAL (type or print information)</b>	
<b>NAME:</b>	_____
<b>ADDRESS</b>	_____
<b>Type of ownership/distributable income share:</b>	
stock _____ sole proprietorship _____ Partnership _____ other: (explain on separate sheet):	
% or \$ value of ownership/distributable income share:	_____

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

- (a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes \_\_\_ No \_\_\_

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

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_ No \_\_\_
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary. \_\_\_\_\_

**RETURN WITH BID**

- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes \_\_\_ No \_\_\_
  
- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes \_\_\_ No \_\_\_

---

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

Yes \_\_\_ No \_\_\_

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_ No \_\_\_
  
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_

- 
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess 100% of the annual salary of the Governor? Yes \_\_\_ No \_\_\_
  
  - 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes \_\_\_ No \_\_\_

---

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes \_\_\_ No \_\_\_

---

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_

---

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes \_\_\_ No \_\_\_

---

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_

---

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes \_\_\_ No \_\_\_

---

**RETURN WITH BID**

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

---

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

---

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

---

**3. Communication Disclosure.**

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RETURN WITH BID**

**4. Debarment Disclosure.** For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): \_\_\_\_\_

Nature of disclosure: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.**

Completed by:  \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Individual or Authorized Representative

**NOT APPLICABLE STATEMENT**

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

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

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Representative

**The bidder has a continuing obligation to supplement these disclosures under Sec. 50-35 of the Procurement Code.**

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$25,000, and for all open-ended contracts.

**DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION**

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

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

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

**THE FOLLOWING STATEMENT MUST BE CHECKED**

<input type="checkbox"/>	_____	_____
	Signature of Authorized Representative	Date

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

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

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

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



RETURN WITH BID

Contract No. 91445
CHAMPAIGN County
Section 10-00285-00-SP (Champaign)
Project HSIP-5181(047)
Route FAU 7171 (Fourth Street)
District 5 Construction Funds

PART I. IDENTIFICATION

Dept. Human Rights # \_\_\_\_\_ Duration of Project: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

PART II. WORKFORCE PROJECTION

A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed...

TABLE A

Table with columns: JOB CATEGORIES, TOTAL EMPLOYEES (M, F), MINORITY EMPLOYEES (BLACK, HISPANIC, \*OTHER MINOR.), APPRENTICES (M, F), ON THE JOB TRAINEES (M, F). Rows include OFFICIALS, SUPERVISORS, FOREMEN, CLERICAL, EQUIPMENT OPERATORS, MECHANICS, TRUCK DRIVERS, IRONWORKERS, CARPENTERS, CEMENT MASONS, ELECTRICIANS, PIPEFITTERS/PLUMBERS, PAINTERS, LABORERS (SEMI-SKILLED, UNSKILLED), and TOTAL.

TABLE B

Table with columns: TOTAL EMPLOYEES (M, F), MINORITY EMPLOYEES (M, F). Rows correspond to job categories from Table A.

TABLE C

Table with columns: EMPLOYEES IN TRAINING, TOTAL EMPLOYEES (M, F), BLACK (M, F), HISPANIC (M, F), \*OTHER MINOR. (M, F). Rows include APPRENTICES and ON THE JOB TRAINEES.

\*Other minorities are defined as Asians (A) or Native Americans (N). Please specify race of each employee shown in Other Minorities column.

FOR DEPARTMENT USE ONLY

Large empty rectangular box for department use.

BC 1256 (Rev. 12/11/08)

Note: See instructions on page 2



**RETURN WITH BID**

**Contract No. 91445  
CHAMPAIGN County  
Section 10-00285-00-SP (Champaign)  
Project HSIP-5181(047)  
Route FAU 7171 (Fourth Street)  
District 5 Construction Funds**

**PART II. WORKFORCE PROJECTION - continued**

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

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

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

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

**PART III. AFFIRMATIVE ACTION PLAN**

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

Company \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

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

Signature:  \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

**RETURN WITH BID**

**ADDITIONAL FEDERAL REQUIREMENTS**

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

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

**RETURN WITH BID**

**Contract No. 91445  
CHAMPAIGN County  
Section 10-00285-00-SP (Champaign)  
Project HSIP-5181(047)  
Route FAU 7171 (Fourth Street)  
District 5 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name \_\_\_\_\_  
Signature of Owner \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

(IF A CO-PARTNERSHIP)

Firm Name \_\_\_\_\_  
By \_\_\_\_\_  
Business Address \_\_\_\_\_  
Name and Address of All Members of the Firm: \_\_\_\_\_  
\_\_\_\_\_

(IF A CORPORATION)

Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_  
Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)  
Business Address \_\_\_\_\_

(IF A JOINT VENTURE)

Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_  
Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

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



Return with Bid

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

Item No. \_\_\_\_\_

Letting Date \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That We \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

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

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

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

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

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

PRINCIPAL
\_\_\_\_\_  
(Company Name)

SURETY
\_\_\_\_\_  
(Company Name)

By \_\_\_\_\_  
(Signature & Title)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
County of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County, do hereby certify that
\_\_\_\_\_ and \_\_\_\_\_
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

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

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

Electronic Bid Bond ID# \_\_\_\_\_

Company / Bidder Name \_\_\_\_\_

\_\_\_\_\_  
Signature and Title

**(1) Policy**

It is public policy that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

**(2) Obligation**

The contractor agrees to ensure that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

**(3) Project and Bid Identification**

Complete the following information concerning the project and bid:

Route _____	Total Bid _____
Section _____	Contract DBE Goal _____ (Percent) _____ (Dollar Amount)
Project _____	
County _____	
Letting Date _____	
Contract No. _____	
Letting Item No. _____	

**(4) Assurance**

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company : (check one)

Meets or exceeds contract award goals and has provided documented participation as follows:  
Disadvantaged Business Participation \_\_\_\_\_ percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:  
Disadvantaged Business Participation \_\_\_\_\_ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

\_\_\_\_\_  
Company

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Bureau of Small Business Enterprises      **Local Let Projects**  
2300 South Dirksen Parkway                  Submit forms to the  
Springfield, Illinois 62764                      Local Agency



**Illinois Department  
of Transportation**

**DBE Participation Statement**

Subcontractor Registration \_\_\_\_\_

Letting \_\_\_\_\_

**Participation Statement**

Item No. \_\_\_\_\_

(1) Instructions

Contract \_\_\_\_\_

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form.. If additional space is needed complete an additional form for the firm.

(2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
Total				

(3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

(4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department’s Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

\_\_\_\_\_  
Signature for Prime Contractor

\_\_\_\_\_  
Signature for DBE Firm

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Contact \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Firm Name \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

City/State/Zi \_\_\_\_\_

E \_\_\_\_\_

WC \_\_\_\_\_

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

# PROPOSAL ENVELOPE



# PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

## **NOTICE**

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

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

## NOTICE

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

**Contract No. 91445  
CHAMPAIGN County  
Section 10-00285-00-SP (Champaign)  
Project HSIP-5181(047)  
Route FAU 7171 (Fourth Street)  
District 5 Construction Funds**



**Illinois Department of Transportation**



## **SUBCONTRACTOR DOCUMENTATION**

Public Acts 96-0795 and 96-0920, enacted substantial changes to the provisions of the Illinois Procurement Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Chief Procurement Officer within 20 calendar days after execution of the subcontract.

The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Illinois Procurement Code. This Notice to Bidders includes a document incorporating all required subcontractor certifications and disclosures for use by the Contractor in compliance with this mandate. The document is entitled State Required Ethical Standards Governing Subcontractors.

**STATE ETHICAL STANDARDS**  
**GOVERNING SUBCONTRACTORS**

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

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

**A. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

**B. Felons**

1. The Illinois Procurement Code provides:

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

2. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

**C. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

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

**D. Prohibited Bidders, Contractors and Subcontractors**

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction.. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

**E. Section 42 of the Environmental Protection Act**

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

**The undersigned, on behalf of the subcontracting company, has read and understands the above certifications and makes the certifications as required by law.**

<hr/>		
Name of Subcontracting Company		
<hr/>		<hr/>
Authorized Officer		Date

**RETURN WITH SUBCONTRACT**  
**SUBCONTRACTOR DISCLOSURES**

**I. DISCLOSURES**

- A.** The disclosures hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed. The subcontractor further certifies that the Department has received the disclosure forms for each subcontract.

The chief procurement officer may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Procurement Code. Furthermore, the chief procurement officer may void the contract or subcontract.

**B. Financial Interests and Conflicts of Interest**

1. Section 50-35 of the Illinois Procurement Code provides that all subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

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

**The current annual salary of the Governor is \$177,412.00.**

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

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

**C. Disclosure Form Instructions**

**Form A Instructions for Financial Information & Potential Conflicts of Interest**

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO \_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES \_\_\_ NO \_\_\_

(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

4. Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_

(Note: Only one set of forms needs to be completed per person per subcontract even if a specific individual would require a yes answer to more than one question.)

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

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

## RETURN WITH SUBCONTRACT

### **Form B: Instructions for Identifying Other Contracts & Procurement Related Information**

Disclosure Form B must be completed for each subcontract submitted by the subcontracting entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the subcontractor to ignore Form B. Form B must be completed, checked, and dated or the subcontract will not be approved.*

The Subcontractor shall identify, by checking Yes or No on Form B, whether it has any pending contracts, subcontracts, leases, bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the subcontractor only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the subcontractor must list all non-IDOT State of Illinois agency pending contracts, subcontracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts or subcontracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included.

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Subcontractor: Financial Information & Potential Conflicts of Interest Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

The current annual salary of the Governor is \$177,412.00.

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information) NAME: ADDRESS Type of ownership/distributable income share: stock sole proprietorship Partnership other: (explain on separate sheet): % or \$ value of ownership/distributable income share:

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

(a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes \_\_\_ No \_\_\_

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_ No \_\_\_
2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

**RETURN WITH SUBCONTRACT**

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?  
Yes \_\_\_ No \_\_\_

4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?  
Yes \_\_\_ No \_\_\_

---

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

Yes \_\_\_ No \_\_\_

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

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

2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_

---

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?  
Yes \_\_\_ No \_\_\_

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?  
Yes \_\_\_ No \_\_\_

---

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.  
Yes \_\_\_ No \_\_\_

---

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.  
Yes \_\_\_ No \_\_\_

---

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.  
Yes \_\_\_ No \_\_\_

---

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.  
Yes \_\_\_ No \_\_\_

---

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.  
Yes \_\_\_ No \_\_\_

**RETURN WITH SUBCONTRACT**

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

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

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

**3. Communication Disclosure.**

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**RETURN WITH SUBCONTRACT**

**4. Debarment Disclosure.** For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): \_\_\_\_\_

Nature of disclosure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.**

Completed by:  \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Individual or Authorized Officer

**NOT APPLICABLE STATEMENT**

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

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

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT  
OF TRANSPORTATION

Form B  
Subcontractor: Other Contracts &  
Procurement Related Information  
Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts.

**DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION**

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

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

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

**THE FOLLOWING STATEMENT MUST BE CHECKED**

<input type="checkbox"/>	_____	_____
	Signature of Authorized Officer	Date



## NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., January 21, 2011. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 91445  
CHAMPAIGN County  
Section 10-00285-00-SP (Champaign)  
Project HSIP-5181(047)  
Route FAU 7171 (Fourth Street)  
District 5 Construction Funds**

**Project consists of pavement, curb and gutter, sidewalk and raised median removal, construction of storm sewers and associated storm drainage structures, curb extensions at intersections, pavement, curb and gutter and sidewalk, traffic signal modernization, roadway lighting removal and replacement, pavement marking removal and replacement, landscaping and all other incidental items to complete the work on FAU Rte. 7171 (Fourth Street) between Green Street and Gregory Drive in the city of Champaign.**

- 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

Gary Hannig,  
Secretary

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2011

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-11)

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LR SD 12		<input type="checkbox"/> Slab Movement Detection Device	Nov. 11, 1984	Jan. 1, 2007
LR SD 13		<input type="checkbox"/> Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR 105	66	<input checked="" type="checkbox"/> Cooperation with Utilities	Jan. 1, 1999	Jan. 1, 2007
LR 107-2		<input type="checkbox"/> Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-4	69	<input checked="" type="checkbox"/> Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 107-6		<input type="checkbox"/> Selection of Labor	Aug. 1, 2010	
LR 108		<input type="checkbox"/> Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 212		<input type="checkbox"/> Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		<input type="checkbox"/> Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		<input type="checkbox"/> Asphalt Stabilized Base Course, Plant Mix	Feb. 20, 1963	Jan. 1, 2007
LR 400-1		<input type="checkbox"/> Bituminous Treated Earth Surface	Jan. 1, 2007	Jan. 1, 2008
LR 400-2		<input type="checkbox"/> Bituminous Surface Mixture (Class B)	Jan. 1, 2008	
LR 402		<input type="checkbox"/> Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-2		<input type="checkbox"/> Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406		<input type="checkbox"/> Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420		<input type="checkbox"/> PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		<input type="checkbox"/> Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		<input type="checkbox"/> Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		<input type="checkbox"/> Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		<input type="checkbox"/> Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		<input type="checkbox"/> Pipe Culverts, Type _____ (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663		<input type="checkbox"/> Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702		<input type="checkbox"/> Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1004		<input type="checkbox"/> Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1030		<input type="checkbox"/> Growth Curve	Mar. 1, 2008	Jan. 1, 2010
LR 1032-1		<input type="checkbox"/> Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1032-2		<input type="checkbox"/> Multigrade Cold Mix Asphalt	Jan. 1, 2007	Feb. 1, 2007
LR 1102		<input type="checkbox"/> Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

**BDE SPECIAL PROVISIONS**  
For the January 21 and March 11, 2011 Lettings

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

<u>File Name</u>	<u>Pg #</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80240		Above Grade Inlet Protection	July 1, 2009	
80099	70	X Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80243		American Recovery and Reinvestment Act Provisions	April 1, 2009	
80236		American Recovery and Reinvestment Act Signing	April 1, 2009	April 15, 2009
80186		Alkali-Silica Reaction for Cast-in-Place Concrete	Aug. 1, 2007	Jan. 1, 2009
80213		Alkali-Silica Reaction for Precast and Precast Prestressed Concrete	Jan. 1, 2009	
80207	72	X Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas (NOTE: This special provision was previously named "Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders".)	Nov. 1, 2008	Nov. 1, 2010
80192		Automated Flagger Assistance Device	Jan. 1, 2008	
80173		Bituminous Materials Cost Adjustments	Nov. 2, 2006	April 1, 2009
80241		Bridge Demolition Debris	July 1, 2009	
50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80166	73	X Cement	Jan. 1, 2007	April 1, 2009
80260		Certification of Metal Fabricator	July 1, 2010	
80198		Completion Date (via calendar days)	April 1, 2008	
80199		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80094	76	X Concrete Admixtures	Jan. 1, 2003	April 1, 2009
80215		Concrete Joint Sealer	Jan. 1, 2009	
80226		Concrete Mix Designs	April 1, 2009	
80261		Construction Air Quality – Diesel Retrofit	June 1, 2010	
80237	80	X Construction Air Quality – Diesel Vehicle Emissions Control	April 1, 2009	July 1, 2009
80239	82	X Construction Air Quality – Idling Restrictions	April 1, 2009	
80227		Determination of Thickness	April 1, 2009	
80177		Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
80029	84	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2010
80179		Engineer's Field Office Type A	April 1, 2007	Jan. 1, 2011
80205		Engineer's Field Office Type B	Aug. 1, 2008	Jan. 1, 2011
80189	93	X Equipment Rental Rates	Aug. 2, 2007	Jan. 2, 2008
80228		Flagger at Side Roads and Entrances	April 1, 2009	
80249		Frames and Grates	Jan. 1, 2010	
80265		Friction Aggregate	Jan. 1, 2011	
80229		Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80169		High Tension Cable Median Barrier	Jan. 1, 2007	April 1, 2009
80194		HMA – Hauling on Partially Completed Full-Depth Pavement	Jan. 1, 2008	
80245		Hot-Mix Asphalt – Anti-Stripping Additive	Nov. 1, 2009	
80246		Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	
80250		Hot-Mix Asphalt – Drop-Offs	Jan. 1, 2010	
80259		Hot-Mix Asphalt – Fine Aggregate	April 1, 2010	
80109		Impact Attenuators	Nov. 1, 2003	Nov. 1, 2008
80110		Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
80252		Improved Subgrade	Jan. 1, 2010	
80266		Lane Closure, Multilane, Intermittent or Moving Operation, for Speeds ≤ 40 MPH	Jan. 1, 2011	Jan. 2, 2011
80230	95	X Liquidated Damages	April 1, 2009	
80267		Long-Span Guardrail over Culvert	Jan. 1, 2011	
80045		Material Transfer Device	June 15, 1999	Jan. 1, 2009
80203		Metal Hardware Cast into Concrete	April 1, 2008	April 1, 2009
80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010

File Name	Pg #		Special Provision Title	Effective	Revised
80238			Monthly Employment Report	April 1, 2009	Jan. 1, 2010
80253			Movable Traffic Barrier (NOTE: This Special Provision was previously named "Moveable Traffic Barrier System")	Jan. 1, 2010	Jan. 1, 2011
80262			Mulch	Nov. 1, 2010	Jan. 1, 2011
80180			National Pollutant Discharge Elimination System / Erosion and Sediment Control Deficiency Deduction	April 1, 2007	Nov. 1, 2009
80208			Nighttime Work Zone Lighting	Nov. 1, 2008	
80231	96	X	Pavement Marking Removal	April 1, 2009	
80254	97	X	Pavement Patching	Jan. 1, 2010	
80022	98	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80232			Pipe Culverts	April 1, 2009	April 1, 2010
80263			Planting Perennial Plants	Jan. 1, 2011	
80210			Portland Cement Concrete Inlay or Overlay	Nov. 1, 2008	
80217			Post Clips for Extruded Aluminum Signs	Jan. 1, 2009	
80268	100	X	Post Mounting of Signs	Jan. 1, 2011	
80171	101	X	Precast Handling Holes	Jan. 1, 2007	
80218			Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2009	April 1, 2009
80219			Preventive Maintenance – Cape Seal	Jan. 1, 2009	April 1, 2009
80220			Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	
80221			Preventive Maintenance – Slurry Seal	Jan. 1, 2009	
80015			Public Convenience and Safety	Jan. 1, 2000	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80247			Raised Reflective Pavement Markers	Nov. 1, 2009	April 1, 2010
80172			Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Jan. 1, 2011
80224			Restoring Bridge Approach Pavements Using High-Density Foam	Jan. 1, 2009	
80131			Seeding	July 1, 2004	July 1, 2010
80264			Selection of Labor	July 2, 2010	
80152			Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	July 1, 2010
80132			Self-Consolidating Concrete for Precast Products	July 1, 2004	July 1, 2010
80127			Steel Cost Adjustment	April 2, 2004	April 1, 2009
80255			Stone Matrix Asphalt	Jan. 1, 2010	
80234			Storm Sewers	April 1, 2009	April 1, 2010
80143	103	X	Subcontractor Mobilization Payments	April 2, 2005	
80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80087	104	X	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2011
80225			Temporary Raised Pavement Marker	Jan. 1, 2009	
80256			Temporary Water Filled Barrier (NOTE: This special provision was previously named "Temporary Longitudinal Traffic Barrier System")	Jan. 1, 2010	Jan. 1, 2011
80257			Traffic Barrier Terminal, Type 6	Jan. 1, 2010	
80269			Traffic Control Surveillance	Jan. 1, 2011	
20338			Training Special Provisions	Oct. 15, 1975	
80258			Truck Mounted/Trailer Mounted Attenuators	Jan. 1, 2010	
80071			Working Days	Jan. 1, 2002	

The following special provisions are in the 2011 Supplemental Specifications and Recurring Special Provisions:

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80214	Concrete Gutter, Type A	Article 606.07	Jan. 1, 2009	
80178	Dowel Bars	Article 1006.11	April 1, 2007	Jan. 1, 2008
80201	Hot-Mix Asphalt – Plant Test Frequency	Article 1030.05	April 1, 2008	Jan. 1, 2010
80251	Hot-Mix Asphalt – QC/QA Acceptance Criteria	Article 1030.05	Jan. 1, 2010	
80202	Hot-Mix Asphalt – Transportation	Article 1030.08	April 1, 2008	
80196	Mast Arm Assembly and Pole	Article 1077.03	Jan. 1, 2008	Jan. 1, 2009
80182	Notification of Reduced Width	Article 701.06	April 1, 2007	
80069	Organic Zinc-Rich Paint System	Article 1008.05	Nov. 1, 2001	Jan. 1, 2010
80216	Partial Exit Ramp Closure for Freeway/Expressway	Section 701	Jan. 1, 2009	
80209	Personal Protective Equipment	Article 701.12	Nov. 1, 2008	
80119	Polyurea Pavement Marking	Sections 780, 1095 and 1105	April 1, 2004	Jan. 1, 2009
80170	Portland Cement Concrete Plants	Article 1020.11	Jan. 1, 2007	
80211	Prismatic Curb Reflectors	Articles 782.03 and 1097.04	Nov. 1, 2008	
80223	Ramp Closure for Freeway/Expressway	Section 701	Jan. 1, 2009	
80183	Reflective Sheeting on Channelizing Devices	Article 1106.02	April 1, 2007	Nov. 1, 2008
80206	Reinforcement Bars – Storage and Protection	Article 508.03	Aug. 1, 2008	April 1, 2009
80176	Thermoplastic Pavement Marking	Article 1095.01	Jan. 1, 2007	

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

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

## STATE OF ILLINOIS

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### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2007, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", in effect on the date of invitation for bids, the "Manual of Test Procedures for Materials", in effect on the date of invitation for bids, the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, the "Bureau of Design and Environment Special Provisions" indicated on the Check Sheet included herein, the "Guide Bridge Special Provisions" indicated on the Check Sheet included herein, the "Local Roads Special Provisions" included herein, and the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", which apply to and govern the construction of Section 10-00285-00-SP, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

#### LOCATION OF PROJECT

The proposed street improvements are located along Fourth Street between Green Street and Gregory Drive in the City of Champaign, Champaign County, Illinois.

#### DESCRIPTION OF PROJECT

The work under this contract shall consist of:

- Pavement and curb and gutter removal, sidewalk removal, and raised median removal;
- Construction of storm sewers and associated storm drainage structures;
- Construction of curb extensions at intersections;
- Construction of pavement/curb and gutter, and sidewalk;
- Traffic signal modernization;
- Roadway lighting removal and replacement;
- Pavement marking removal, pavement marking, and signage; and
- Various removals, excavations, landscaping, and other work necessary to complete the construction as shown in the plans and required by the specifications and special provisions.

The work shall include all labor, materials, tools and equipment necessary for the proper execution and completion of the work as shown in the plans and as specified. It shall also include all work not specifically mentioned but which is reasonably and properly inferable and necessary for the completion of the work.

#### CONSTRUCTION SEQUENCE

The Contractor shall present a construction sequence plan and construction schedule to the City for review and approval at the preconstruction conference. The Engineer will also review the proposed Traffic Control Plan and make any modifications deemed necessary for safety and other reasonable considerations. The Contractor shall be free to propose a construction sequence that is most beneficial to him/her and meets the completion date and the requirements below. The City shall have final approval of the proposed sequence.

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All costs that result from adhering to the construction sequence shall be considered as included in the unit bid prices of the contract and no additional compensation will be allowed.

At each intersection, the Contractor shall limit construction operations to two adjacent quadrants at a time, either both on the east side of Fourth Street or both on the west side of Fourth Street. Work at multiple intersections performed simultaneously shall be performed on the same side of Fourth Street. The Contractor's Traffic Control Plan and construction sequence shall include these requirements.

### **PROJECT COMPLETE DATE**

Time is of the essence to the contract. Prompt prosecution and timely completion of the work is important to the City to help alleviate excessive hardship or inconvenience to adjacent property owners.

The assessment of liquidated damages in accordance with Article 108.09 of the Standard Specifications shall be defined with respect to the following project completion dates and not the number of available working days.

All work required in this contract shall be substantially complete and the roadway and sidewalk facilities shall be open to use for the full limits of the project, including traffic signals and roadway lighting work by 8:00 p.m. on Monday, August 15, 2011. Substantial completion shall include all storm sewer and appurtenances, granular sub-base, combination concrete curb and gutter, pavement patching, PCC medians and sidewalk, driveway pavement, traffic signals, pavement marking and roadway signage, and roadway lighting, including punch list items for these improvements.

Pending weather/temperature restrictions in accordance with the Standard Specifications, the final landscaping items, topsoil placement and sodding may be deferred beyond this date. The remaining contract items, including topsoil, sodding, supplemental watering and erosion control items along with final site restoration, clean-up and final punch list items shall be completed no later than 8:00 p.m. Friday, September 16, 2011.

The full amount of liquidated damages specified in Article 108.09 of the Standard Specifications shall be assessed per calendar day in accordance with Article 108.09 should the Contractor fail to complete the specified work on or before 8:00 p.m. on Monday, August 15, 2011, and on or before 8:00 p.m. on Friday, September 15, 2011 for the respective work items.

### **TRAFFIC CONTROL COMPLETE**

Description: This work shall consist of furnishing the necessary traffic control personnel and devices and the installation, maintenance, relocation and removal of these devices used for the purpose of

regulating, warning or directing traffic and pedestrians during construction of the improvement. The City of Champaign will be responsible for notifying the public, the University of Illinois, the United States Postal Service, the Champaign-Urbana Mass Transit District, and the emergency service agencies for road closures and changes in the traffic maintenance plans.

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

Traffic control shall be in accordance with the plans, the applicable sections of the Standard Specifications and Supplemental Specifications, these Special Provisions, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, and any special details and Highway Standards, or as directed by the Engineer. A flagman shall be required as indicated on all Traffic Control Highway Standards and as directed by the Engineer.

Special attention is called to Articles 107.09, 107.14, 107.15, 107.16 and 107.25 and Sections 701 and 703 of the Standard Specifications, the following Highway Standards, listed Supplemental Specifications and Recurring Special Provisions, and Special Plan Details and Notations.

1. Highway Standards  
701006      701301      701311      701501      701606  
701701      701801      701901
  
2. Special Provisions  
Check Sheet #25      Night Time Inspection of Roadway Lighting  
LRS 3      Work Zone Traffic Control  
LRS 4      Flaggers in Work Zone  
BDE 80183      Reflective Sheeting on Channelizing Devices
  
3. Plan Details  
Maintenance of Traffic Plans

The Contractor shall present a revised Traffic Control Plan, if necessary, to the City for review and approval at the preconstruction conference. The Engineer will also review the proposed Traffic Control Plan and make any modifications deemed necessary for safety and other reasonable considerations. Any delays, inconveniences, or expenses which the Contractor incurs in complying with these requirements shall be considered as included in the unit bid prices of the contract and no additional compensation will be allowed.

At each intersection, the Contractor shall limit construction operations to two adjacent quadrants at a



time, either both on the east side of Fourth Street or both on the west side of Fourth Street. Work at multiple intersections performed simultaneously shall be performed on the same side of Fourth Street. The Contractor's Traffic Control Plan and sequence of construction operations shall include these requirements.

Refer to the section "Construction Sequence" of these Special Provisions for additional traffic control requirements.

#### Compliance With Parking Regulations

1. The work to be performed under this contract is exempted by the Municipal Code of the City of Champaign, Section 33-18, from certain regulations contained in Chapter 33 of the Municipal Code. The language of this section says:

"The provisions of this chapter regulating the movement and parking of vehicles shall not apply to equipment or vehicles while actively engaged in installing, repairing or otherwise improving streets or street pavements."

2. This is interpreted to mean that while actual construction work is in progress, vehicles necessary for the production of the work may temporarily park or stop in locations in the immediate vicinity of the work site. Vehicles and equipment include those vehicles and equipment owned or leased by the Contractor and his employees which are actively used in the construction activity. This exemption does not apply to any vehicle or equipment, which is not essential to the actual progress of the construction (e.g., a vehicle owned by the employees of the Contractor used to transport the employee to the job site or to his home but not used to carry tools actively used on the project site). These vehicles must be parked according to posted regulations and are subject to any meter fees.

Notice To Residents Handbill Delivery: The Contractor shall deliver handbills, provided by the City Engineer, to homeowners and business owners adjacent to construction zones at least 48 hours in advance of beginning any construction activities. The City Engineer shall designate the limits of handbill delivery. Driveway closure handbills shall also be delivered to affected residents at least 48 hours in advance of the driveway closure. The City Engineer shall provide the driveway closure handbill to the Contractor.

Traffic Control Devices: The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from the view of the motorists all traffic control devices which are inconsistent with detour or lane assignments patterns and conflicting conditions during the transition from one construction state to another. When the

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Contractor elects to cover conflicting or inappropriate signing materials used, he/she shall totally block out reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet the approval of the Engineer.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished and installed and maintained by him/her under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him/her are operational, functional, and effective 24 hours a day, including Sundays and holidays.

All barricades, drums, and vertical panels shall be equipped with a flashing light when used during the hours of darkness.

Quality of Traffic Control Devices: Traffic Control Devices include signs and their supports, signals, pavement markings, barricades with sand bags, channelizing devices, warning lights, arrow boards, flaggers, or any device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone.

Only signs, barricades, vertical panels, drums, and cones that meet the requirements of the Department's "Quality Standard for Work Zone Traffic Control Devices 2004" shall be used on this project. Copies of this publication are available from the City Engineer for the Contractor's use prior to the initial setup. At the time of the initial setup or at the time of major stage changes, 100% of each type of device (cones, drums, barricades, vertical panels or signs) shall be acceptable as defined by the referenced publication. Throughout the duration of the project, the percentage of acceptable devices may decrease to 75 percent only as a result of damage and/or deterioration during the course of the work. Work shall not begin until a determination has been made that the traffic control devices meet the quality required in this standard. The Contractor is required to conduct routine inspections of the work site at a frequency that will allow for the prompt replacement of any traffic control device that has become displaced or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the MUTCD and the Traffic Control Standards, or that it no longer presents a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

Traffic Control Surveillance: Traffic control surveillance will be required, but will not be paid for separately on this project. Recurring Local Roads and Streets Special Provision LRS 3 "Work Zone Traffic Control" will apply for the inspection of traffic control devices on this project.

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Solar Powered Arrow Boards: Arrow boards shall be used as required by the Standards and as directed by the Engineer. All arrow boards to be used on this project shall be solar powered. Any additional cost in meeting this requirement shall be included in the contract lump sum price for TRAFFIC CONTROL COMPLETE and no additional compensation will be allowed.

Signs: Construction signs referring to daytime lane closures during working hours shall be removed, covered or turned away from the view of motorists during non-working hours.

Flashing lights shall be used on each approach in advance of the work area, and in accordance with the details shown in the plans and the Highway Standards.

All provisions of Article 107.25 of the Standard Specifications shall apply except the third paragraph shall be revised to read: "The Contractor shall maintain, furnish, and replace at his/her own expense, any traffic sign or post which has been damaged or lost by the Contractor or a third party."

Portable Changeable Message Signs: Portable changeable message signs shall be furnished, placed, and maintained in accordance with Article 701.15(j) of the Standard Specifications and the Traffic Control Plans and as directed by the Engineer. The signs shall be placed at locations directed by the Engineer seven days prior to the start of construction activities. The signs shall remain in place and operational until such time that the Engineer determines that the signs can be removed. The message for the signs will be provided by the Engineer. The Contractor shall inspect the signs by 8:00 a.m. each day to ensure that the signs are fully operational and in proper working order. Furnishing, placing, maintaining, and removing the portable changeable message signs shall be paid for at the contract unit price per week for CHANGEABLE MESSAGE SIGN.

Placement and Removal of Signs and Barricades: Placement of all signs and barricades shall proceed in the direction of flow of traffic. Removal of all signs and barricades shall start at the end of the construction areas and proceed toward oncoming traffic unless otherwise directed by the Engineer.

Removing and Resetting Traffic Signs: This work shall consist of the removal, relocation, and resetting traffic signs which interfere with construction operations. This work shall be performed in accordance with the applicable portions of Article 107.25 of the Standard Specifications and as directed by the Engineer. The Contractor shall remove, temporarily relocate, and/or permanently reset existing signs which interfere with the construction operations. The Engineer will determine which signs will be removed, temporarily relocated, and/or permanently reset.

The Contractor shall temporarily relocate the existing stop signs at each stop-controlled intersection as required by the construction operations or as directed by the Engineer. The temporary relocation of the existing stop signs shall be included in the contract lump sum price for TRAFFIC CONTROL

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COMPLETE and no additional compensation will be allowed.

The removal of the existing posts or light poles for the existing signs and the resetting of the existing signs on new posts or new light poles at their proposed locations will be paid for under the items Removing and Resetting Street Signs.

Pedestrian Access: The Contractor shall provide a safe means of travel through or around the work zone for pedestrians. The safety of pedestrians is paramount, and the Contractor shall be responsible and liable for injuries or damages due to inadequate protection. The Contractor shall provide pedestrian access to all adjacent businesses and residences in the project area at all times. The Contractor shall install, maintain, and remove necessary signs and barricades needed to direct pedestrians to usable sidewalks and walkways during the construction in accordance with Traffic Control Standard 701801. At each point of closure, a sufficient number of barricades shall be used to completely close the sidewalk to pedestrian movement. All Type I and Type II barricades shall be equipped with a flashing light.

The furnishing, placement, compaction, maintenance, removal, and disposal of all aggregate material used for providing pedestrian access shall be included in the cost of Aggregate for Temporary Access, and no additional compensation will be allowed.

Public Safety and Convenience: To ensure a prompt response to incidents involving the integrity of the work zone traffic control devices, the Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection.

The provisions of Article 105.03 of the Standard Specifications shall apply for traffic control deficiencies.

When traveling in lanes open to public traffic, the Contractor's vehicles shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner which will not be hazardous to, or interfere with traffic and shall not park or stop except within areas designated by the Engineer.

Trespass and Damage to Private Property: The Contractor shall not walk, drive, park or store equipment, cars, or trucks, move or otherwise occupy any portion of private property without express written consent of the private property owner. This prohibition includes driveways and the driveway apron located on public right of way. A copy of the written consent shall be provided to the City prior to the use of said private property. Said consent shall contain an express acknowledgement by the property owner that the Contractor, and not the City of Champaign, shall be responsible for any and all damages that may arise from the use of said property. Contractor shall obtain a release of claim from each private property owner when the property is no longer used for the project and shall

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provide copies of the same to the City.

Personal vehicles will not be allowed to park within the right-of-way. The Contractor shall provide for off-site parking of his/her personal vehicles.

The Contractor shall maintain entrances and side roads along the proposed improvement. Interferences with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused to the Contractor by complying with these requirements shall be included in the contract lump sum price for TRAFFIC CONTROL COMPLETE and no additional compensation will be allowed.

Opening Road To Traffic: Prior to opening the pavement to traffic, all patches, adjoining pavement and the entire right of way adjacent to the patching operations shall be cleared of all materials caused by the Contractor's operations, and the backfill along the curb-line or shoulder edge of the pavement shall be compacted to the satisfaction of the City Engineer.

All traffic lanes which are closed to through traffic during construction shall be broomed or swept free of all loose gravel or construction debris before the traffic lane is reopened to traffic. All roadway surface conditions shall be approved by the Engineer before they are opened to traffic. This work will not be paid for separately, but shall be included in the contract lump sum price for TRAFFIC CONTROL COMPLETE and no additional compensation will be allowed.

Basis of Payment: All work prescribed and referenced herein shall be paid for at the contract lump sum price for TRAFFIC CONTROL COMPLETE. This price shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, relocate, maintain and remove all traffic control devices as required by the Traffic Control Plans and Highway Standards and as approved by the Engineer, for the duration of the contract. No separate payment will be made for complying with the provisions of individual Highway Standards.

#### **STATUS OF UTILITIES TO BE ADJUSTED**

The intent is for the utility adjustments to be made prior to the start of construction. It may be necessary for some of the utility relocations to be done during construction, and the Contractor shall be required to cooperate with the Utility Companies while they perform their work. The Utility Companies have been provided the following information.

#### **Status**

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A- Indicates and item to be adjusted.

R- Indicates an item to be relocated or removed.

P- Indicates an item that has a potential conflict with the proposed improvements and requires further field investigation by the Contractor and Utility Owner.

The locations listed in the Status of Utilities to be adjusted are approximate, and all locations may not be shown. Refer to General Note 17 on Sheet 2 of the Plans for additional information.

The contractor shall adjust or remove the manholes, inlets, valve boxes and frames and lids as shown on the plans.

<u>Name &amp; Address of Utility Co.</u>	<u>Type</u>	<u>Location</u>	<u>Status</u>
Ameren IP P.O. Box 17070 Urbana, Illinois 61803-7070 Russ Summers (217) 383-7283	Gas Line	26+33, 26.9' RT	P
		26+33, 27.1' LT	P
		26+74, 27.2' LT	P
		26+74, 27.1' RT	P
		26+88, 23.3' RT	P
		30+33, 27.2' RT	P
		30+39, 42.2' LT	P
		30+75, 27.2' RT	P
		31+07, 27.2' RT	R
		31+18, 6.0' LT	P
		34+88, 15.8' LT	P
		35+44, 26.8' RT	P
		35+77, 26.8' RT	P
		36+26, 26.7' RT	P
		39+39, 25.7' RT	P
	39+55, 25.8' RT	P	
	40+02, 27.1' RT	P	
	Electric	23+74, 31.2' RT	R
		26+14, 20.6' LT	R
		28+10, 29.7' RT	R
30+18, 21.1' RT		R	
32+19, 28.5' RT		R	
		34+35, 23.3' LT	R
		35+89, 31.2' RT	R
		39+43, 22.5' LT	R
		39+54, 33.7' LT	R

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Name & Address of Utility Co.	Type	Location	Status
AT&T 201 South Neil Street Champaign, Illinois 61820 Michele Scott (217) 398-7991 (fax)	Manhole	26+24, 31.7' LT	A
		26+24, 39.8' LT	A
		26+24, 45.8' LT	A
		34+36, 30.5' LT	A
	Duct Run	40+08, 30.6' LT	A
		26+34, 35.6' LT	P
		26+73, 31.2' LT	P
		30+22, 31.0' LT	P
		30+37, 31.0' LT	P
Comcast 303 Fairlawn Drive Urbana, Illinois 61801 Brian Corrie (217) 383-8031	Manhole	30+08, 37.0' RT	A
Illinois American Water 201 Devonshire Drive Champaign, Illinois 61820 Charles McCarrey (217) 373-3286	Fire Hydrant/Valve	26+87, 27.1' LT	R
		30+77, 34.8' LT	R
		35+35, 26.6' LT	R
		40+04, 45.6' RT	R
	Water Line/Service	27+20, 21.5' RT	P
University of Illinois Facilities and Services Physical Plant Services Building 1501 South Oak Street Champaign, Illinois 61820	Underground Electric Line / Roadway Lighting	39+56, 70.7' LT	R
		39+98, 48.8' LT	R
		40+30, 21.5' LT	R

### **CONSTRUCTION NOISE RESTRICTIONS**

All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

Construction within 600 feet of an occupied residence, library, hospital, or similar receptor shall be confined to the period beginning at 8 A.M. and ending at 8 P.M. This time regulation shall not apply to sawing contraction joints, to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting, or to construction of an emergency nature.

Exception: Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standards shall conform to those standards. Such equipment shall be operated as designated above.

All boards where specified for use on this project shall be solar powered.

Request to modify or deviate from these requirements shall be submitted in writing to the Engineer by the Contractor and must be approved in writing by the Engineer.

### **CONTROL OF OFF-SITE TRACKING AND CONSTRUCTION DEBRIS**

Where the Contractor's equipment is operated on any portion of the pavement or structures used by traffic on or adjacent to the section under construction, the Contractor shall eliminate offsite tracking of mud, dust and debris, and clean the pavement of all dirt and debris at the end of each day's operations, and at other times as directed by the Engineer.

The Contractor shall at his/her own expense clean up and remove all dirt, mud, trench backfill materials, temporary surface, unused materials, stored materials, and other debris resulting from the work from the pavement surfaces.

Physical scraping of the pavement surface alone is not acceptable. Use of a rotary power broom is not acceptable. Contractor may employ a street sweeper with pressure wash ability, or may wash down adjacent streets manually provided that approved inlet sediment collection filter bags are installed at all inlets that will collect wash water. Contractor shall maintain filters and remove sediment from the bag upon collection of 50% of the bag capacity.

On a daily basis, at the completion of the workday, the Contractor shall remove all his/her equipment and put the area of the work in a neat and clean condition and do all other cleaning to complete the work in a workmanlike manner, ready for use and satisfactory to the Engineer.

In the event that the Contractor fails to clean up and neaten the work site within 18 hours of a



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request to do so, all progress payments shall be suspended and shall not be resumed until cleanup in a manner satisfactory to the Engineer has occurred.

The cost for the Contractor to comply with these requirements herein described shall be included in the unit prices bid. No additional compensation will be allowed.

### **COMMITMENTS**

There are no commitments made for this project as described in the Project Development Report.

1. N/A

### **EROSION AND SEDIMENT CONTROL**

Construction disturbance for this project is estimated to be under 1.0 acres and no work is anticipated within or adjacent to protected waterways or other sensitive environmental areas. As a result, a "National Pollutant Discharge Elimination System Permit" (NPDES) will not be required. However, temporary and permanent erosion control measures are included within this contract and it is understood that best management practices will be employed by the Contractor and enforced by the Engineer for the duration of the contract. Failure to comply with the requests of the Engineer for the implementation and maintenance of erosion control items will result in suspension of progress payments to the Contractor.

### **CONSTRUCTION ON PRIVATE PROPERTY**

Whenever excavation is made within a temporary construction easement or permanent easement on private property for sidewalks, retaining walls, drainage and utility work, or other construction, the topsoil disturbed by the excavation operations shall be restored as nearly as possible to its original position and the whole area involved in the construction operation shall be left in a neat and presentable condition.

The Contractor shall use reasonable care to avoid disturbing portions of private property not necessary to the construction operations. If, in the judgment of the Engineer, areas are disturbed unnecessarily, the Contractor shall restore these areas at his/her own expense. The Contractor shall not pile excavated material outside the limits of the right-of-way upon adjacent private property without the written consent of the property owner and the Engineer.

The cost of compliance with this Special Provision will not be paid for separately but shall be considered as included in the cost of the various removal pay items and no additional compensation will be allowed.

## **TREE PROTECTION IN CONSTRUCTION ZONES**

**Tree Protection Barriers:** It is the responsibility of the Contractor to protect all public trees located on the public right-of-way adjacent to work sites. Trees shall be isolated from all construction activities by erecting durable barriers (e.g. chain link fence, plywood walls, or portable concrete "jersey" barriers) around any trees that may be subject to construction damage prior to the start of any work. Plastic snow fence is not acceptable.

Tree protection will not be paid for separately but shall be considered as included in the cost of the various construction items requiring the protection to be implemented, and no additional compensation will be allowed.

**Tree Identification:** Trees requiring protection shall be identified on the plans or as directed by the City Engineer or City Forestry Supervisor. The dimensions of tree protection barriers shall be as follows:

1. Small trees (0-6 inches in diameter) shall be protected by erecting protective tree barriers the maximum width of the parkway and lengthwise 5 feet from the center of the tree on each side of the tree.
2. Medium to large trees (7 inches and greater in diameter) shall be protected in a manner determined by the Forestry Supervisor. In no case shall the protective device be closer than 10 feet from the centerline of the tree except in those portions bordered by the public sidewalk or curb, in which case the protective device shall be offset 1 foot wherever possible.

**Material or Equipment Storage Near Trees Prohibited:** Soil, excavated material, gravel, crushed aggregate, concrete or any type of construction materials shall not be temporarily stored or deposited at the base of trees or within the drip line of trees. Vehicles or construction equipment of any type shall not drive, park or pass over the root zones of trees, unless such movement is unavoidably necessary for the construction of the proposed improvements. Failure to adequately protect trees during construction will result in liquidated damages. Costs for repair or replacement resulting from construction damage will be borne by the Contractor.

**Underground Utility Installations:** All installations of underground utilities on the public right-of-way are subject to approval by the City. Any installations that may affect parkway trees due to underground conflicts are subject to the review and approval of the City Forestry Supervisor. Utility installation on the public right-of-way should follow the guidelines listed in the attached table. When auguring is required, the distance of the tunnel from the face of the tree is determined by the diameter of the tree at 4 1/2 feet. In no case shall the tunnel be less than 2 feet in depth.

Excavation Within Tree Root Zone: Cutting roots is unavoidable in trenching and excavation operations within the tree root zone. Generally the root zone lies within the drip line of the trees, but may extend beyond the drip line for some trees. When roots are encountered in excavation, it is necessary that all exposed roots be cut cleanly to promote wound closure and regeneration. The cuts shall be a clean vertical cut at the proper root locates nearer the tree trunk. The cut shall be made by hand digging around the root and cutting with a chain saw, hand saw, lopper or other similar method. Ripping, shredding, chopping or tearing will not be permitted. Alternatively, a root saw such as a Vermeer model V1550 or approved equal may be used to cut roots prior to excavation. Use of a backhoe, ax, hatchet, pick ax, machete or knife will not be permitted.

Pre-Construction Pruning: Clearance pruning to avoid conflicts with construction equipment may be done by City Forestry crews should they be available. Requests for pruning should be received a minimum of one month before the start of construction, or at the pre-construction conference. A nominal quantity for tree pruning has been added to the contract in the event that the City is not able to perform this task. Payment will be made at the agreed contract unit price should this work be completed by the Contractor.

Tree Removal: If it is necessary to remove a City tree that is not indicated to be removed on the plans, the Contractor shall notify the City of such conflict and coordinate the removal activities. If the Contractor damages a tree to the extent that it will require removal, he shall bear the cost of removal and shall reimburse the City for the replacement value of the tree in accordance with The Guide for Plant Appraisal and its successor publications, as published by the International Society of Arboriculture.

### **REMOVAL OF UNCLASSIFIED MATERIALS**

Debris or unclassified materials shall be removed at the locations shown on the plans or 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 as included in the cost of the various removal pay items and no additional compensation will be allowed.

### **STOCKPILE AREAS**

Short-term stockpile of topsoil, backfill, and aggregate material will be allowed only where directed by the Engineer. Temporary stockpiles of materials shall not interfere with local and through traffic as described on the traffic control plans.

Stockpiles of materials shall not be allowed on private property (unless permission is granted by

owner in writing) outside street rights-of-way; and shall not be allowed to block private driveways or sidewalks. Any grass area that is damaged by stockpiled material shall be repaired by sodding or as determined by the Engineer. These areas shall not be measured for payment and the Contractor shall repair them at his/her own expense.

#### **SAWCUTTING EXISTING PAVEMENT, SIDEWALK, OR CURB AND GUTTER**

At locations where it is necessary to cut asphalt surfaces, concrete pavement, concrete sidewalk, or concrete curb and gutter, where it will abut the proposed new construction, a uniformly straight cut shall be obtained by the use of a diamond concrete saw in accordance with Article 440.02 of the Standard Specifications. The use of pneumatic tools to make these cuts will not be allowed. This work will not be paid for separately but shall be considered as included in the contract unit prices for the various pay items of the proposed construction involved and no additional compensation will be allowed.

#### **CURB AND GUTTER TRANSITIONS AND THICKNESS**

Whenever it is necessary to make a smooth connection between the proposed curb and gutter and the existing curb and gutter the Contractor shall vary the horizontal and/or vertical dimensions of the proposed curb and gutter as directed by the Engineer. This shall include varying proposed gutter cross slope to ensure positive surface drainage. This work will not be paid for separately but shall be considered as included in the contract unit prices for the various curb and gutter pay items and no additional compensation will be allowed.

#### **EXISTING SEWERS AND DRAINAGE STRUCTURES TO BE PLUGGED**

Where existing sewers are to be abandoned or removed as shown in the plans, or as directed by the Engineer, the abandoned sewers and drainage structure openings which remain shall be plugged with concrete or brick masonry plugs in a workmanlike manner and to the satisfaction of the Engineer. This work will not be paid for separately but shall be considered as included in the contract unit prices for the various storm sewer pay items and no additional compensation will be allowed.

#### **CONNECTING INTO EXISTING MANHOLES AND STORM SEWERS**

At locations indicated in the plans, proposed storm sewers are to be connected into existing manholes or existing storm sewers. These connections shall be made by core drilling holes in the structures or pipes and constructing brick and masonry around the connections to prevent leakage. This work will not be paid for separately but shall be considered as included in the contract unit prices for storm sewers of the size and type specified, and no additional compensation will be allowed.

### **MANHOLE STEPS**

The manhole steps required for proposed manholes shall be the plastic type as depicted on Highway Standard 602701. The cost of compliance with this Special Provision shall be included in the cost of the various manhole pay items and no additional compensation will be allowed.

### **EARTH EXCAVATION**

All earth excavation necessary for the construction of the improvements shall be considered as included in the cost of the individual pay item requiring excavation. The Contractor, at his/her expense, shall dispose of all surplus excavation outside of the project limits at a location approved by the Engineer. The Contractor is encouraged to recycle any materials that can be recycled, such as concrete, asphalt concrete, and metals. The cost of all disposal and all excavation shall be included in the unit costs for each item of work encountered. No additional compensation will be allowed. No additional payment for overhaul will be allowed for the excavated material moved to or from any source.

### **REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL**

Description: This work shall consist of undercutting, removing, and disposing of unsuitable material below the proposed sub-base limits in accordance with Section 202 of the Standard Specifications and the following additions or exceptions.

The unsuitable material shall be removed at the locations determined by the Engineer. All unsuitable materials shall be disposed of off the site unless otherwise directed by the Engineer. The excavations below the sub-base limits shall be backfilled with Granular Embankment, Special as shown on the "Subgrade Removal and Replacement Detail" in the plans and as directed by the Engineer.

A quantity for Removal and Disposal of Unsuitable Material has been included in the plans for the purpose of establishing a unit bid price in case unsuitable materials are discovered. It is hereby understood that the City of Champaign reserves the right to delete any, or all, of this pay item from the contract. Should the City delete any or all of this pay item from the contract, the Contractor will not receive payment for the deleted item or for the reduction in quantities of Granular Embankment, Special and Geotechnical Fabric for Ground Stabilization.

Measurement and Payment: This work will be measured for payment in accordance with Article 202.07(b) of the Standard Specifications and will be paid for at the contract unit price per cubic yard for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL, which price shall include all labor, equipment, and material necessary to complete the work as specified. Backfilling the excavated areas with Granular Embankment, Special will be paid for separately.

## **TRENCH BACKFILL**

Description: This work shall consist of furnishing and placing controlled low-strength material (CLSM) for backfilling trenches and for the purpose of backfilling storm sewer trenches in accordance with Section 593 of the Standard Specifications, the details in the plans, and the following additions or exceptions.

CLSM shall be used to backfill excavations for storm construction and storm removal at the locations shown in the plans and as directed by the Engineer. CLSM shall be used in place of the sand backfill specified in Article 602.12 of the Standard Specifications to backfill around manholes and inlets at the locations shown in the plans and as directed by the Engineer. CLSM shall be used in place of the sand backfill specified in Article 605.03 of the Standard Specifications to backfill excavations for manhole or inlet removal at the locations shown in the plans and as directed by the Engineer. CLSM shall be used in place of the sand backfill specified in Article 605.04 of the Standard Specifications to fill existing manholes or inlets to be abandoned at the locations shown in the plans and as directed by the Engineer.

Measurement and Payment: The CLSM used to backfill around manholes or inlets will not be measured for payment but shall be included in the cost of the specified manhole or inlet in accordance with Article 602.12 of the Standard Specifications.

The CLSM used to backfill excavations for manhole or inlet removal will not be measured for payment but shall be included in the cost of the specified manhole or inlet to be removed in accordance with Article 605.03 of the Standard Specifications.

The CLSM used to fill existing manholes or inlets to be abandoned will not be measured for payment but shall be included in the cost of the specified manhole or inlet to be abandoned and filled in accordance with Article 605.04 of the Standard Specifications.

The CLSM used to backfill excavations for storm sewer construction and storm sewer removal will be measured for payment in accordance with Article 593.05 of the Standard Specifications and will be paid for at the contract unit price per cubic yard for TRENCH BACKFILL which price shall include all labor, equipment, and material necessary to complete the work as specified.

## **GRANULAR EMBANKMENT, SPECIAL**

Description: This work shall consist of placing a granular material as fill in areas where unsuitable material has been removed as shown on the "Subgrade Removal and Replacement Detail" in the plans and as directed by the Engineer. This work shall be performed in accordance with Sections 207 and 210 of the Standard Specifications.

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Materials: The granular material shall be in accordance with Article 1004.04 of the Standard Specifications except that the material gradation shall meet the following requirements:

<u>Sieve Size</u>	<u>Percent Passing*</u>		<u>Sieve Size</u>	<u>Percent Passing*</u>
6 inch	100		6 inch	100
4 inch	85±15		4 inch	85±15
2 inch	60±20	or	2 inch	45±25
1 inch	45±20		1 inch	10±10
#4	20±10		#200	2±2
#200	5±5			

\*A dry gradation will be required to verify the #200 sieve specification.

Construction Requirements: The material shall be placed in two lifts with a maximum lift thickness of 9 inches. A vibratory roller meeting the requirements of Article 1101.01 of the Standard Specifications shall be used to compact each lift of material to the satisfaction of the Engineer.

A quantity for Granular Embankment, Special has been included in the plans for the purpose of establishing a unit bid price in case unsuitable materials are discovered. It is hereby understood that the City of Champaign reserves the right to delete any, or all, of this pay item from the contract. Should the City delete any or all of this pay item from the contract, the Contractor will not receive payment for the deleted item or for the reduction in quantities of Removal and Disposal of Unsuitable Material and Geotechnical Fabric for Ground Stabilization.

Basis of Payment: This work will be paid for at the contract unit price per ton for GRANULAR EMBANKMENT, SPECIAL, which price shall include all labor, equipment, and material necessary to complete the work as specified.

### TOPSOIL

Description: This work shall consist of preparing the seedbed and furnishing, transporting, and placing the topsoil as required in the restoration operations. This work shall be performed in accordance with Section 211 of the Standard Specifications and the following additions or exceptions.

Materials: All materials shall meet the requirements of Section 211 of the Standard Specifications.

Topsoil shall be fertile, friable, natural black sandy loam, surface soil reasonably free of subsoil, roots, stumps, stones larger than 1 inch in any dimension and any other extraneous or toxic matter harmful to plant growth. Topsoil shall have a pH value range of 5.5 to 7.0 and shall be approved by the Engineer.

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Construction Requirements: The Contractor shall place a minimum of 6 inches of topsoil in all areas to be seeded and mulched.

To prevent erosion and to satisfy the requirements of the NPDES procedures, sodding should be completed in conjunction with each separate stage of the project when possible specified per installation dates. The Contractor will be responsible for the sodded areas until they are fully established. The Contractor shall maintain the sodded areas until such time as the requirements of the NPDES requirements are satisfied and the permit, if necessary, is terminated.

Method of Measurement: This work will be measured for payment in accordance with Article 211.07 of the Standard Specifications, except that the areas shall be computed in square yards. Supplemental watering will be measured for payment in units of 1000 gallons of water applied on the sodded areas.

Basis of Payment: This work will be paid for at the contract unit price per square yard for TOPSOIL FURNISH AND PLACE, of the thickness specified which prices shall include all labor, equipment, and material necessary to complete the work as specified.

### **SODDING** **SUPPLEMENTAL WATERING**

Description: This work shall consist of preparing the ground surface and furnishing and placing sod and other materials required in the sodding operations in accordance with Section 252 of the Standard Specifications and the following additions or exceptions.

Sod shall be placed at the locations shown on the plans. Fertilizer nutrients shall be applied in accordance with Article 252.03 of the Standard Specifications. Sod shall be watered in accordance with Articles 252.08 and 252.09 of the Standard Specifications and as directed by the Engineer.

Five supplemental watering shall be applied under this contract as directed by the Engineer. One application of water will be required every two days or as directed by the Engineer. Depending upon weather conditions, more or fewer supplemental watering may be necessary. Water shall be applied at the rate of two gallons per square yard per application or as directed by the Engineer. All watering described shall be done with a spray application. An open end hose will not be acceptable. The method of watering shall meet the approval of the Engineer.

Method of Measurement: This work will be measured for payment in accordance with Article 252.12 of the Standard Specifications. Fertilizer will not be measured for payment. Supplemental watering will be measured for payment in units of 1000 gallons of water applied on the sodded areas. Sod used to repair areas which are unnecessarily disturbed by construction operations will not be measured for payment.



Basis of Payment: This work will be paid for at the contract unit price per square yard for SODDING, which price shall include all labor, equipment, and material necessary to complete the work as specified. Supplemental watering will be paid for at the contract unit price per unit for SUPPLEMENTAL WATERING. Fertilizer will not be paid for separately.

### **AGGREGATE BASE COURSE**

Description: This work shall consist of furnishing and placing Type B aggregate base course in accordance with Section 351 of the Standard Specifications and the following additions or exceptions.

Aggregate base course shall be used to fill the voids under proposed sidewalks that were created by removal of the existing pavement. Aggregate base course shall also be used under all proposed curb and gutter, pavement patches, temporary pavement and under brick paver sidewalks at the locations where a concrete base is not used. Aggregate base course may be used at other locations as directed by the Engineer.

Method of Measurement: This work will be measured for payment in accordance with Article 351.11 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per ton for AGGREGATE BASE COURSE, TYPE B, which price shall include all labor, equipment, and material necessary to complete the work as specified.

### **AGGREGATE FOR TEMPORARY ACCESS**

Description: This work shall consist of furnishing, placing and removing, if necessary, Type B aggregate surface course in accordance with Section 402 of the Standard Specifications and the following additions or exceptions.

The aggregate surface course shall be used for temporary pedestrian access and driveway access as required by the Traffic Control Plan and as directed by the Engineer. The aggregate material shall also be used at the locations shown in the plans where aggregate surface course is to be provided. Aggregate for temporary access may be incorporated into the final improvements in addition to the use of Aggregate Base Course, Type B should the final lines and grades allow.

Method of Measurement: This work will be measured for payment in accordance with Article 402.12 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per ton for AGGREGATE FOR

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TEMPORARY ACCESS, which price shall include all labor, equipment, and material necessary to complete the work as specified.

### **BITUMINOUS MATERIALS (PRIME COAT)**

Description: This work shall consist of furnishing, placing bituminous prime coat over the existing bituminous surface course in accordance with Section 406 of the Standard Specifications and the following additions or exceptions.

Upon completion of all pavement marking removal activities, permanent or temporary, the existing bituminous surface within the entire project limits shall receive a fog tack coat of bituminous materials meeting the requirements of SS-1hP or CSS-1hP per the Standard Specifications. The application rate shall be between 0.05 to 0.07 gal/SY. Prior to applying the bituminous prime coat, the pavement shall be prepared in accordance with Article 406.05 of the standard specification and all pavement shall be swept clean and be dry prior to application.

Once the bituminous prime coat has sufficiently cured, application of final pavement marking in accordance with the contract plans and specification may proceed.

Method of Measurement: This work will be measured for payment in accordance with Article 406.14 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per gallon for BITUMINOUS MATERIALS (PRIME COAT), which price shall include all labor, equipment, and material necessary to complete the work as specified.

### **PORTLAND CEMENT CONCRETE DRIVEWAY, 8 INCH**

Description: This work shall consist of constructing Portland cement concrete driveways in accordance with Section 423 of the Standard Specifications and as detailed in the plans. All driveways shall be integrally colored and scored consistent with the City of Champaign's Manual of Practice for Level 2 – Transition Areas for streetscaping.

Materials: Materials shall meet the requirements of Article 423.02 of the Standard Specifications except as follows:

Colored Concrete: Color additive #1 shall be manufactured by S.G.S. Solomon Colors, Springfield, IL, (800) 624-0261, or (217) 522-3112; color shall be 288 Buff-Rosemary. Install the color additive at a rate of 1-25 lbs. bag / 4 yards.

Concrete Seal: Cementone Clear Sealer by L.M. Scofield (800) 800-9900. Install Concrete Seal after Sidewalk Jointing work is complete. Concrete Seal shall be installed per manufacturer's

direction. Install Concrete Seal on all PCC Driveways with color additive.

Construction Requirements: All work shall be performed in accordance with Article 423 of the Standard Specifications, these special provisions, and the details contained in the plans.

Sidewalks and curb ramps shall be 8 inches thick through driveway areas and shall be the width indicated on the plans. Cross slopes shall be 2% maximum, unless existing conditions prohibit.

Concrete for driveway construction shall be vibrated with a mechanical concrete vibrator at the time of placement.

Sidewalks shall be edged with a standard 1/4 inch radius edger, including adjacent to castings, valves and expansion material. Contraction joints shall be hand grooved, with a standard 1/4 inch radius jointer. Contraction joints shall extend to 1/4 the depth of the sidewalk, shall not be less than 1/8 inch or more than 1/4 inch in width, and shall be edged with an edging tool having a 1/4 inch radius. Joint spacing shall be as shown in the plans conforming with the City of Champaign's Manual of Practice for Level 2 – Transition Areas for Streetscaping and the same as the sidewalk width unless otherwise directed by the Engineer.

After the water sheen has disappeared, the surface shall be given a final finish by brushing with a concrete finish broom. The brush shall be drawn across the sidewalk at right angles to the edges of the walk, with adjacent strokes slightly overlapping, producing a uniform, slightly roughened surface with parallel brush marks.

Forms shall not be removed for 24 hours. Care should be exercised when removing forms so concrete edges are not cracked or damaged. Immediately after forms are removed, all visible voids and honeycombs shall be filled in with mortar or grout and brushed smooth.

Backfill shall be placed against the sides of the driveway immediately after removal of forms. The area adjacent to the sidewalks shall be graded and cleaned up as soon as possible. The contractor shall remove all debris resulting from construction from the site.

Method of Measurement: Portland Cement Concrete Driveway Pavement, will be measured for payment in place, and the area computed in square yards. Thickened sidewalk and curb ramps within driveway areas will not be measured for payment separately, but shall be included in the measured area of the Portland Cement Concrete Driveways.

Basis of Payment: This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT 8 INCH, which price shall be considered payment in full for all labor, equipment, and material necessary to complete the work as specified.

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All earthwork, grading, and shaping necessary to install the proposed sidewalks and sidewalk curb ramps will not be paid for separately, but shall be considered incidental to PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT 8 INCH and no additional compensation will be allowed.

### **PORTLAND CEMENT CONCRETE SIDEWALK, 6 INCH**

Description: This work shall consist of constructing Portland cement concrete sidewalks and sidewalk curb ramp in accordance with Section 424 of the Standard Specifications and as detailed in the plans. All sidewalk shall be integrally colored and scored consistent with the City of Champaign's Manual of Practice for Level 2 – Transition Areas for streetscaping. All proposed sidewalks and sidewalk curb ramps shall comply with the latest version of the Illinois Accessibility Code.

Materials: Materials shall meet the requirements of Article 424.02 of the Standard Specifications except as follows:

Colored Concrete: Color additive #1 shall be manufactured by S.G.S. Solomon Colors, Springfield, IL, (800) 624-0261, or (217) 522-3112; color shall be 288 Buff-Rosemary. Install the color additive at a rate of 1-25 lbs. bag / 4 yards. Color additive #2 shall be manufactured by S.G.S. Solomon Colors, Springfield, IL, (800) 624-0261, or (217) 522-3112; color shall be 385 Brown – Bark. Install the color additive at a rate of 1-25 lbs. Bag / 1 yard.

Concrete Seal: Cementone Clear Sealer by L.M. Scofield (800) 800-9900. Install Concrete Seal after Sidewalk Jointing work is complete. Concrete Seal shall be installed per manufacturer's direction. Install Concrete Seal on all PCC Driveway and PCC Sidewalk with color additive.

All detectable warning surfaces shall conform to ANSI A117.1 – 1998 Accessibility Guidelines for Building Specifications. Submit manufacturer's certification of compliance with all applicable standards and drawings and/or catalog cut sheets to the Engineer for approval.

Detectable warning surfaces shall be dark red pavers to contract visually with adjacent light concrete walking surfaces and shall be textured to provide slip resistance. Submit color samples of detectable warning pavers for approval by the Engineer. Color submittals shall include manufacturer's statement of percentage of visual contrast provided according to ADAAG A4.29.2.

Truncated domes on detectable warning pavers shall have a base diameter of 0.9 inch (23 mm) minimum and 1.4 inches (36 mm) maximum; a top diameter of 50% of the base minimum and 65% of the base maximum; a height of 0.2 inch (5 mm) and a center-to-center spacing of 1.6 inches (41 mm) to 2.4 inches (61 mm).

Detectable warning surfaces shall be clay brick pavers, concrete pavers, or ceramic composite panels.

Clay brick pavers shall be 8" x 4" x 2 1/4" detectable warning paver brick as manufactured by Whitacre Greer, or equivalent. Pavers shall be supplied with spacer bars "lugs" on each unit.

Concrete pavers shall be 7 13/16" x 3 7/8" x 2 3/8" detectable warning pavers as manufactured by Pavestone, or equivalent. Pavers shall be supplied with spacer bars on each unit to insure a minimum joint width between each unit into which sand is placed.

Ceramic Composite Panels shall be 2' x 2' EZ-Set Polymer Concrete Panel with anchoring fasteners as manufactured by Detectable Warning Systems, of Orange, California, or equivalent.

Construction Requirements: All work shall be performed in accordance with Article 424 of the Standard Specifications, these special provisions, and the details contained in the plans.

Sidewalks and curb ramps shall be 6 inches thick and shall be the width indicated on the plans. Cross slopes shall be 2% maximum, unless existing conditions prohibit.

Concrete for sidewalk construction shall be vibrated with a mechanical concrete vibrator at the time of placement.

Sidewalks shall be edged with a standard 1/4 inch radius edger, including adjacent to castings, valves and expansion material. Contraction joints shall be hand grooved, with a standard 1/4 inch radius jointer. Contraction joints shall extend to 1/4 the depth of the sidewalk, shall not be less than 1/8 inch or more than 1/4 inch in width, and shall be edged with an edging tool having a 1/4 inch radius. Joint spacing shall be as shown in the plans conforming with the City of Champaign's Manual of Practice for Level 2 – Transition Areas for Streetscaping and the same as the sidewalk width unless otherwise directed by the Engineer.

After the water sheen has disappeared, the surface shall be given a final finish by brushing with a concrete finish broom. The brush shall be drawn across the sidewalk at right angles to the edges of the walk, with adjacent strokes slightly overlapping, producing a uniform, slightly roughened surface with parallel brush marks.

Forms shall not be removed for 24 hours. Care should be exercised when removing forms so concrete edges are not cracked or damaged. Immediately after forms are removed, all visible voids and honeycombs shall be filled in with mortar or grout and brushed smooth.

Backfill shall be placed against the sides of the sidewalk immediately after removal of forms. The area adjacent to the sidewalks shall be graded and cleaned up as soon as possible. The contractor

shall remove all debris resulting from construction from the site.

Curb Ramps: Curb ramps shall be constructed according to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Illinois Accessibility Code, and as shown on the plans. The maximum running slope of the ramp shall be 8.3%. The maximum cross-slope shall be 2%. A "landing" shall be provided at the top of each ramp with a maximum cross-slope of 1.5%, for turning or bypassing the ramp. The maximum running slope of sidewalk that precedes a curb ramp shall be 5%.

The forms for all ramps shall be checked in the field by the Engineer prior to pouring the ramp.

Curb ramps may require a curb poured monolithically along the back or sides of the ramp. The need for curbs shall be determined in the field with the Engineer. If a curb is required, the curb will be paid for per square foot as part of the sidewalk.

Detectable Warnings: Curb ramps which abut streets shall be provided with a detectable warning surface in accordance with the details in the plans.

The detectable warning surface shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp, landing, or blended transition. The installation shall be an integral part of the walking surface and only the actual domes shall project above the walking surface.

Truncated domes shall be aligned on a square grid aligned in rows parallel and perpendicular to the predominant direction of travel to permit rolling of wheels between the domes. Domes shall not be skewed diagonally to the direction of travel.

Construction of concrete base course beneath brick or concrete pavers shall be in accordance with Section 442 of the Standard Specifications, Portland Cement Concrete Sidewalk except: base course shall be cured using polyethylene sheeting only and curing compound shall not be allowed; and the surface shall be rough textured. The block out area of the base course for the pavers shall be 6 inch thickness minimum.

Construction of concrete base course beneath the detectable warning ceramic composite panels shall be in accordance with Section 442 of the Standard Specifications, Portland Cement Concrete Sidewalk and be constructed to a minimum 6 inch depth.

Construction Adjacent to Features to Remain: In several instances throughout the project limits, proposed sidewalk is required to be constructed adjacent to the existing right-of-way which in many cases is bordered by concrete, segmental block or stone retaining walls to remain. Should the proposed sidewalk be poured against the adjacent wall features, a polyethylene sheet bond breaker shall be used along the back side of the proposed sidewalk. Should construction activities result in

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a gap between the edge of the proposed sidewalk and the face of the existing wall due to right-of-way constraints, the resulting void shall be backfilled to the level of the proposed walkway with FA-02 as part of this work. This work for either protecting the adjacent features or aggregate backfill material shall not be measured for payment but shall be considered included in the contract unit price for PORTLAND CEMENT CONCRETE SIDEWALK.

Method of Measurement: Portland Cement Concrete Sidewalks, Detectable Warning Panels and sidewalk curb ramps will be measured for payment in place, and the area computed in square feet. Sidewalk curb ramps will not be measured for payment separately, but shall be included in the measured area of the Portland Cement Concrete Sidewalk.

Basis of Payment: This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH, which price shall be considered payment in full for all labor, equipment, and material necessary to complete the work as specified.

All earthwork, grading, and shaping necessary to install the proposed sidewalks and sidewalk curb ramps will not be paid for separately, but shall be considered incidental to PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH and no additional compensation will be allowed.

Partial payment for sidewalk construction shall not be made. Payment shall be made only for fully completed, cured, and backfilled sidewalk and ramps.

### **PAVEMENT REMOVAL**

Description: This work shall consist of the complete removal of existing pavement in accordance with Section 440 of the Standard Specifications and the following additions or exceptions.

Pavement removal shall be defined as Portland cement concrete, HMA, or brick pavement and shall include portland cement concrete, HMA, or brick bases and HMA overlays. Materials resulting from the removal of existing pavement and appurtenances shall be disposed of in accordance with Article 202.03 of the Standard Specifications.

Measurement and Payment: This work will be measured for payment in accordance with Article 440.07 of the Standard Specifications and will be paid for at the contract unit price per square yard for PAVEMENT REMOVAL, which price shall include all labor, equipment, and material necessary to complete the work as specified.

No additional compensation will be allowed for pavement removal due to variations in the existing pavement type, thickness, or amount of reinforcement. The adjustment of quantities as specified in Article 440.07(c) of the Standard Specifications shall not apply.

**CLASS B PATCHES**

Description: This work shall consist of the removal of the existing pavement (when not otherwise specified), the necessary excavation, and the replacement with the class and type of patch specified at designated locations. This work shall be performed in accordance with Section 442 of the Standard Specifications, the details in the plans, and the following additions or exceptions. All P.C.C. pavement replacement areas adjacent to the proposed curb and gutter shall be completed as CLASS B PATCHES, TYPE III regardless of size.

Materials: Materials shall meet the requirements of Section 442.02 of the Standard Specifications.

The concrete mix used for construction of all Portland cement concrete patching shall be an IDOT approved Class PP-4 mix in accordance with Section 1020 of the Standard Specifications. The concrete mix shall obtain a compressive strength of 3,200 psi at 8 hours.

The concrete mix shall exhibit the following minimum strength parameters:

<u>Property</u>	<u>Value</u>	<u>Time</u>
Compressive strength	3,200 psi	8 hours
	or	
Flexural strength	600 psi	8 hours

Completed work comprised of concrete that fails to meet the specified minimum strength requirements shall be paid for at a rate less than the established concrete unit prices. The City is paying a premium for high-early-strength concrete and will not pay that premium when the material fails to perform as specified.

The payment rates shall be determined from the following equation:

$$R = U * \{(C_1 + C_2 + \dots + C_n) / (3,200 * n)\}$$

(Note: If flexural strength is used, substitute 600 for 3,200)

Where:

R = Reduced Rate of Payment

U = Unit Bid Price Established in the Contract Documents for Pay Item in Question

C = Compressive Strength (Flexural Strength) of Individual Test Specimen at 8 Hours

n = Number of Test Specimens

The calculated payment rate shall be used only for that portion of the work represented by the test



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specimens. The Engineer shall keep detailed records of the locations where test specimens were obtained, and the quantities of work completed in conjunction with that days concrete pour. In no case shall the rate of payment exceed the Contract Unit Price.

The concrete shall ultimately reach a strength of 3,500 psi at 14 days. Any concrete that does not meet the final strength of 3,500 at 14 days shall be removed and replaced by the Contractor at no expense to the City.

Construction Requirements: The limits of pavement removal shall extend to the depth required for the installation of the 4" granular sub-base, and the pavement patch. Pavement removal shall include the complete removal of all existing materials including Portland cement concrete, hot-mix asphalt, brick, and aggregate as necessary to complete the work. All P.C.C. patches that will make up the final surface course of the pavement shall be integrally colored black with concrete dye.

Patches over 20' long shall have longitudinal construction joints in accordance with Article 442.06(a)(2) of the Standard Specifications and transverse contraction joints in accordance with Article 442.06(a)(2)(a) of the Standard Specifications unless otherwise directed by the Engineer.

Pavement fabric shall not be required for Type III patches. Epoxy coating on dowel bars and tie bars shall not be required.

It is necessary to protect patches from people who would drive or park on the concrete before it has achieved its strength. To protect the concrete, barricades should be placed around the patch and a continuous strip of plastic ribbon or other marking line should be placed. The intent is to communicate as clearly as possible that people should not drive or park on the new concrete surface.

Method of Measurement: Pavement patching will be measured for payment in place, and the area computed in square yards.

Basis of Payment: This work will be paid for at the contract unit price for CLASS B PATCHES, TYPE III of the thickness specified, which price shall include all labor, equipment, and material necessary to complete the work as specified, including all saw cutting, removal and disposal of existing material, joint material, joint sealing and black concrete dye.

Sub-base granular material, dowel bars and tie bars will be paid for separately.

### **CONCRETE COLLAR**

Description: This work shall consist of constructing concrete collars around joints of pipes where the

pipes being joined are of different diameters or types of materials. The concrete collars shall be as shown on the detail in the plans and shall be constructed with Class SI concrete in accordance with Section 1020 of the Standard Specifications. The excavation and backfilling shall be as specified for the associated pipe installation.

Measurement and Payment: This work will be measured for payment as individual items and will be paid for at the contract unit price per cubic yard for CONCRETE COLLAR, which price shall include all labor, equipment and material necessary to complete the work as specified.

### **CONTROLLED LOW-STRENGTH MATERIAL**

Description: This work shall consist of furnishing and placing controlled low-strength material (CLSM) for backfilling trenches and for the purpose of protecting utility excavations in accordance with Section 593 of the Standard Specifications, the details in the plans, and the following additions or exceptions.

Measurement and Payment: The CLSM used to backfill excavations will be measured for payment in accordance with Article 593.05(b)(1) of the Standard Specifications and will be paid for at the contract unit price per cubic yard for CONTROLLED LOW-STRENGTH MATERIAL, which price shall include all labor, equipment, and material necessary to complete the work as specified.

### **RESTRICTED DEPTH MANHOLES**

#### **MANHOLES, SPECIAL**

#### **INLETS**

#### **RESTRICTED DEPTH INLETS**

Description: This work shall consist of constructing manholes and inlets with frames and grates or lids in accordance with Section 602 of the Standard Specifications; the details of Highway Standards 602301, 602306, 602401, 602601, 602701, 604001, 604026, and 604036; the details in the plans; and the following additions or exceptions.

Restricted depth manholes and restricted depth inlets shall be constructed of precast units and shall have precast reinforced concrete flat slab tops. Inlets shall be constructed of precast units. All manholes shall be Type A.

All 24-inch diameter precast concrete adjusting rings required to achieve the top-of-frame elevations as shown on the plans shall be included in the cost of the structure.

At locations where existing drains or tiles intercept the existing/proposed drainage structure, the contractor shall field core a connection point into the side of the proposed structure in order to maintain the pipe connection. This work and any additional couplings or drainage pipe shall be

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constructed in accordance with section 611 of the standard specifications. Drain pipe or tile connections will not be measured for payment but shall be considered included in the cost of the Manhole or Inlet being constructed.

Frames and Grates or Lids: Frames and grates or lids shall be furnished unpainted. Furnishing and installing the frame and grate or lid shall be included in the cost of the structure.

Backfilling: The structure shall be backfilled in accordance with Article 602.12 of the Standard Specifications except that controlled low-strength material shall be used for the backfill material in accordance with Article 593.04 of the Standard Specifications. The structure shall be backfilled to the bottom elevation of the proposed sub-base granular material. Backfilling the structure with controlled low-strength material shall be included in the cost of the structure.

Basis of Payment: This work will be paid for at the contract unit price each for MANHOLES or INLETS of the type or diameter specified, and with the type of frame and grate or lid specified, which prices shall include all labor, equipment, and material necessary to complete the work as specified, including all excavation, backfill with controlled low-strength material, flat slab tops or cone sections as denoted in the plans, adjusting rings, manhole steps, and frames and grates or lids.

### **MANHOLES TO BE ADJUSTED** **VALVE BOXES TO BE ADJUSTED**

Description: This work shall consist of adjusting or reconstructing manholes, inlets, or valve boxes in accordance with Section 603 of the Standard Specifications, the details in the plans, and the following additions or exceptions.

Frames and Grates or Lids: New frames and grates or lids, when specified, shall be furnished unpainted. Furnishing and installing the frame and grate or lid shall be included in the cost of the structure adjustment or reconstruction.

Frames and grates or lids shall meet the requirements of Highway Standards 604001.

Construction Requirements: The Contractor shall reuse the existing casting frame and grate lid or, if indicated, remove the frame and grate or lid, dispose of them, and provide a new frame and grate or lid. Manholes to be reconstructed shall receive new concrete adjusting rings or precast reinforced concrete cone sections/flat top slab as shown on the plans.

The entire casting shall be adjusted to grade. For structures within the pavement area, an area of pavement measuring 5 feet by 5 feet for manholes and 2 feet by 2 feet for valve boxes shall be saw cut full-depth and removed around the casting. The base shall be removed to the bottom of the

pavement or 8 inches, whichever is greater, and shall be compacted to the satisfaction of the Engineer.

Once the frame and lid have been removed, the Contractor shall clean the top of the manhole barrel section so that a smooth and clean surface remains to apply a mortar layer. When the top of the barrel section has been cleaned to the satisfaction of the Engineer, the Contractor shall apply a layer of mortar around the entire width and circumference of the top of the barrel section. The mortar shall be of sufficient thickness to completely seal any gaps between the bottom of the new frame and the top of the barrel section. The minimum mortar thickness shall be one-half inch. Once the mortar has been applied, the Contractor shall reset the existing frame or install a new frame on the top of the barrel section in such a manner that the mortar shall completely seal the joint between the frame casting and the barrel section. The casting shall be adjusted to finish grade. The Contractor shall set the existing lid or the new lid inside the frame.

The Contractor shall allow the mortar to cure before beginning backfill and pavement placement operations. Any loss of seal or displacement of the frame casting caused by backfilling or pavement placement shall be repaired at the Contractor's expense.

For structures within the pavement area, the Contractor shall place Class SI concrete around the casting and strike it off at finish grade. The concrete shall have an integral black coloring to blend with the adjacent hot-mix asphalt surface.

For structures to be reconstructed, this work shall include the structures identified on the plans to be adjusted to grade with new concrete adjusting rings and/or concrete cone/slab sections.

The unused materials resulting from the construction as herein specified shall be disposed of in a licensed landfill, recycled, reused or otherwise disposed of as allowed by State or Federal solid waste disposal laws and regulations and solid waste determinations of the IEPA. The Contractor is strongly encouraged to recycle or reuse the removed material.

The following pay items shall be used for the adjustment or reconstruction of structures within the pavement area and shall include the saw cutting, pavement removal as required beyond the limits shown in the Removal / Relocation plans, and Class SI black colored concrete:

- Manholes to be Adjusted (Special);
- Manholes to be Adjusted with New Type I Frame, Open Lid;
- Valve Boxes to be Adjusted (Special).

At the locations shown in the plans, the concrete adjacent to valve boxes shall be stamped with the legends indicated. The size of the legend shall match the size of the existing legend. This work will not be paid for separately but shall be included in the cost of the valve box adjustment.

Basis of Payment: This work will be paid for at the contract unit price each for; MANHOLES TO BE ADJUSTED (SPECIAL); MANHOLES TO BE ADJUSTED WITH NEW TYPE I FRAME, OPEN LID; and VALVE BOXES TO BE ADJUSTED (SPECIAL) which prices shall include all labor, equipment, and material necessary to complete the work as specified.

**REMOVING MANHOLES**  
**REMOVING INLETS**

Description: This work shall consist of removing or filling existing manholes and inlets in accordance with Section 605 of the Standard Specifications and the following additions or exceptions.

Construction Requirements: Existing manholes and inlets designated to be removed shall be removed for the full depth of structure. The ends of the pipes that are not designated to be removed shall be sealed with Class SI concrete or brick and mortar. After the concrete or mortar has set, the hole formed by the removal of the structure shall be backfilled with controlled low-strength material. The controlled low-strength material will not be paid for separately.

Removal and disposal items for this work include but are not limited to the pavement, frame grate or lid assembly, the structure walls, the structure invert, and backfill material that surrounds the structure and is within the horizontal limits of excavation necessary to remove the structure.

When a new structure is to be installed at the location of an existing structure, the Contractor shall saw cut and remove a section of the pavement large enough to remove the existing structure and install the new structure. The Contractor shall then excavate down to the elevation necessary to place the new structure. The cost of pavement removal and any excavation below the pavement shall be included in the cost of these pay items and will not be paid for separately.

The Contractor shall be responsible for maintaining the flow in the structures during removal operations. Any procedures used to maintain the flow shall be included in the cost of these pay items and will not be paid for separately.

During removal operations, the Contractor shall take care so as to not damage any incoming pipes that enter the structure. Any damage to the incoming pipes shall be repaired at the Contractor's expense and to the satisfaction of the Engineer.

The work for structures to be abandoned and filled shall be performed in accordance with Article 605.04 of the Standard Specifications, except that the existing structure shall be filled with controlled low-strength material. The controlled low-strength material will not be paid for separately.

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The materials resulting from the removal of the existing structure shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal solid waste disposal laws and regulations and solid waste determinations of the IEPA. The Contractor is strongly encouraged to recycle or reuse the removed material.

Basis of Payment: This work will be paid for at the contract unit price each for REMOVING MANHOLES or REMOVING INLETS, which prices shall include all labor, equipment, and material necessary to complete the work as specified. Controlled low-strength material will not be paid for separately but shall be included in the cost of removing or filling the structure.

### **COMBINATION CONCRETE CURB AND GUTTER**

Description: This work shall consist of constructing combination concrete curb and gutter in accordance with Section 606 of the Standard Specifications, the details in the plans and in Highway Standard 606001, and the following additions or exceptions.

The combination concrete curb and gutter shall be constructed to the thickness of the adjacent pavement as shown on the plans. The increased thickness of curb and gutter or varying curb heights will be included in the cost of this item. At locations of pedestrian ramp crossings, the curb section shall be constructed to the detail for "Depressed Curb Adjacent to Curb Ramp Accessible to the Disabled" and in depressed curb areas shall be constructed to the detail for "Depressed Curb (Typical)" as shown in Highway Standard 606001.

High-early-strength concrete shall be used at the locations shown on the plans or as directed by the Engineer. The concrete mix used for construction of high-early-strength concrete curb and gutter shall be an IDOT approved Class SI mix in accordance with Section 1020 of the Standard Specifications and shall include the use of Type III high-early-strength Portland cement, a rich mix of Type I Portland cement, or a concrete mixture containing an accelerator approved by the Engineer. The concrete mix shall obtain a compressive strength of 3,500 psi at 72 hours.

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (SPECIAL), which price shall include all labor, equipment, and material necessary to complete the work as specified. No additional compensation will be allowed for the use of high-early-strength concrete.

### **CONCRETE MEDIAN**

Description: This work shall consist of constructing concrete median in accordance with Section 606 of the Standard Specifications, the details in the plans and in Highway Standard 606301, and the following additions or exceptions.

The proposed concrete median shall be constructed to the thickness of the adjacent pavement as shown on the plans. The increased thickness of curb and gutter or varying curb heights will be included in the cost of this item. At locations of pedestrian ramp crossings, the curb section shall be constructed to the detail for “Depressed Curb Adjacent to Curb Ramp Accessible to the Disabled” as shown in Highway Standard 606001.

High-early-strength concrete shall be used at the locations shown on the plans or as directed by the Engineer. The concrete mix used for construction of high-early-strength concrete curb and gutter shall be an IDOT approved Class SI mix in accordance with Section 1020 of the Standard Specifications and shall include the use of Type III high-early-strength Portland cement, a rich mix of Type I Portland cement, or a concrete mixture containing an accelerator approved by the Engineer. The concrete mix shall obtain a compressive strength of 3,500 psi at 72 hours.

Basis of Payment: This work will be paid for at the contract unit price per foot for CONCRETE MEDIAN, TYPE SM-6.06, which price shall include all labor, equipment, and material necessary to complete the work as specified. No additional compensation will be allowed for the use of high-early-strength concrete. Detectible warnings as shown on the plans through the mediana area will be paid for separately.

### **WORK ZONE PAVEMENT MARKING REMOVAL**

This work will consist of removing temporary pavement marking tape at the time it conflicts with the traffic control staging or as shown in the Pavement Marking and Signing Plan and as directed by the Engineer.

This work shall be performed in accordance with the Section 783 of the Standard Specifications except that grinding or painting existing pavement surface to remain will not be allowed.

Removal of existing pavement marking letters and symbols and lines will be measured at the contract unit price per square foot for WORK ZONE PAVEMENT MARKING REMOVAL. The letter and symbol area shall be based on the calculated square footage using Std. 780001 (Typical Pavement Markings) and the details shown in the plans.

### **PAVEMENT MARKING REMOVAL**

Description: This work shall consist of removing existing pavement markings in accordance with Sections 703 and 783 of the Standard Specifications and the following additions or exceptions.

Add the following to Article 783.02 of the Standard Specifications.

“(c) Water Blaster with Vacuum Recovery..... 1101.12”

Revise Article 1101.12 of the Standard Specifications to read.

“1101.12 Water Blaster with Vacuum Recovery. The water blaster shall remove the stripe from the pavement using a high pressurized water spray with a vacuum recovery system to provide a clean, almost dry surface, without the use of a secondary cleanup process. The removal shall be to the satisfaction of the Engineer. The equipment shall contain a storage system that allows for the storage of the wastewater while retaining the debris. The operator shall be in immediate control of the blast head.”

Construction Requirements: Existing pavement markings that conflict with the Traffic Control Plan shall be removed in accordance with Section 783 of the Standard Specifications, the modifications listed above, and as directed by the Engineer. The method of pavement marking removal shall be completed by water blasting with vacuum recovery in accordance with Article 1101.12 of the Standard Specifications as modified above. Upon approval of the Engineer, initial removal by mechanical methods (shot blast or grinders) of existing thermoplastic pavement markings will be permitted to accelerate the removal process. Once the mechanical methods begin to make contact the bituminous pavement surface beneath the existing markings, the final marking removal shall be completed by the water blaster method only.

Basis of Payment: This work will be paid for at the contract unit price per square foot for PAVEMENT MARKING REMOVAL, which price shall include all labor, equipment, and material necessary to complete the work as specified. No additional compensation will be allowed for the removal of existing pavement markings.

**SIGN PANEL**

Description: This work shall consist of furnishing and installing panels in accordance with Section 720 of the Standard Specifications and the following additions or exceptions. Sign panels shall conform to Article 720.02 and Sections 1090, 1091, and 1092 of the Standard Specifications and BDE Special Provision 80184.

The following standard MUTCD signs shall be furnished:

MUTCD Code	Sign Description	Size		Colors		Sheeting*
		W	H	Legend	Background	
R3-17	Bike Lane	30"	24"	black	white	AP
R3-17a	Ahead	30"	12"	black	white	AP
R3-17b	Ends	30"	12"	black	white	AP
R1-5b	Stop Here for Peds	36"	36"	red/black	white	AP
W4-4p	Cross Traffic Does Not	24"	12"	black	yellow	AP



	Stop					
R1-3p	All Way	18"	6"	white	red	AP
R4-11	Bike May Use Full Lane	30"	30"	black	white	AP
R3-5R	Right Turn Only	30"	36"	black	white	AP

\* Sign panels shall have a reflectorized sign face and non-reflectorized sign legend meeting the requirements of Section 1092 of the Standard Specifications for AP sheeting and shall be 3M Diamond Grade Reflective Sheeting, or approved equivalent.

Sign panels mounted to metal posts shall be installed in accordance with Article 720.04 of the Standard Specifications and shall use Aluminum Shell, 3/8" x 0.060" Drive Rivets with 3/8" x 7/8" O.D. x 0.062" nominal thickness Nylon Washers.

Sign panels mounted to street light poles shall use 3/4" wide stainless steel banding with a band thickness of 0.030". Strapping brackets for mounting signs to street light poles shall be stainless steel flared leg brackets. Wing clips for strapping shall be stainless steel and 3/4".

Basis of Payment: This work will be paid for at the contract unit price per square foot for SIGN PANEL – TYPE 1, which price shall include all labor, equipment, and material necessary to complete the work as specified.

**TELESCOPING STEEL SIGN SUPPORT**

Description: This work shall consist of furnishing and installing posts in accordance with Section 729 of the Standard Specifications and the following additions or exceptions.

Metal posts shall conform to the City of Champaign Manual of Practice for Regulatory Sign Post and as detailed within the plans.

The post assembly shall consist of a two-piece installation consisting of:

- A 3 foot section of 2-1/4", 12 gauge galvanized unistrut telspar anchor post driven into grade.
- A 10 foot, 2", 14 gauge sign post slid into anchor post.

The anchor post and sign post shall be connected with a stainless steel drive rivet.

For installations within sidewalk areas, the contractor shall either core a 6" diameter hole within existing sidewalks for such installation locations or core/box-out a 6" diameter opening within areas

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of proposed sidewalks for such installation locations in accordance with the plan details. This work will not be paid for separately but shall be considered included in the unit cost for steel sign support.

Basis of Payment: This work will be paid for at the contract unit price per foot for TELESCOPING STEEL SIGN SUPPORT, which price shall include all labor, equipment, and material necessary to complete the work as specified.

### **BICYCLE LANE MARKING**

Description: This work shall consist of furnishing and applying bicycle lane pavement markings in accordance with the plan details.

Materials: The materials shall be thermoplastic in accordance with Section 780 of the Standard Specifications.

Construction Requirements: See Sheet 34 of the plans for the typical bicycle lane markings. All work shall be in accordance with Article 780.08 of the Standard Specifications.

Method of Measurement: The Bike Rider Symbol and the Bike Lane Arrow together (as shown on Sheet 34 of the plans) shall be considered one Bicycle Lane Marking. Bicycle lane markings shall be measured for payment in place per each.

Basis of Payment: This work will be paid for at the contract unit price each for BICYCLE LANE MARKING, which price shall include all labor, equipment, and materials necessary to complete the work as specified. Each Bicycle Lane Marking shall consist of the Bike Rider Symbol and the Bike Lane Arrow together.

### **BRICK SIDEWALK REMOVAL**

Description: This work shall consist of removing existing brick pavers and base within the existing right-of-way limits and salvaging the brick pavers at the locations shown on the plans or as directed by the Engineer.

Construction Requirements: Prior to removing the existing brick pavers, the Contractor shall contact the adjacent property owner to determine if the pavers should be salvaged and returned to the owner. The Contractor shall remove and store the existing brick pavers in a workmanlike manner to avoid damaging the material. Should the owner defer the salvage of the existing brick pavers, the Contractor shall properly dispose of the removed items in accordance with Article 202.03 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per square foot for BRICK

SIDEWALK REMOVAL, which price shall include all labor, equipment, and materials necessary to complete the work as specified.

**STORM SEWERS, WATER MAIN QUALITY PIPE**

This work shall consist of constructing a storm sewer to meet water main standards, as required by the IEPA requirements 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 (35 Ill. Adm. Code 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 services are as follows:

1. Water mains and water service lines shall be located at least 10 ft. 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 ft. to a sewer line when:
  - a) local conditions prevent a lateral separation of 10 ft., and
  - b) the water main or water service invert is 18 in. 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 in. 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 ft. horizontally of any sewer or drain crossed.

When it is impossible to meet 1, 2, or 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 the crossing until the perpendicular distance from the water main or water service to the sewer or drain line is at least 10 ft.

Storm sewers constructed to meet water main standards shall be constructed of the following pipe materials:

Concrete Pressure Pipe

Concrete pressure pipe shall conform to the latest AWWA Standard C 300, C 301, C 302, C 303.

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

Polyvinyl Chloride (PVC) and Chlorinated Polyvinyl Chloride (CPVC) shall conform to NSF Standard 14 and ASTM Standard B 1784 or AWWA Standard C 900 or C 905. Piping materials designated Class 12454B (PVC 1120), Class 12454C (PVC 1220) and Class 23447B (CPVC 4120) are acceptable in the following pressure ratings: schedule ratings shall be in accordance with ASTM Standards B 1785 (PVC) and F441 (CPVC); standard dimension ratio pressure rated (SDR-PR) shall be in accordance with ASTM Standards D2241 (PVC) and ASTM F442 (CPVC). Schedule 80 is required for all pipe sizes; pipe to be threaded shall be at least Schedule 120. SDR rating of 26 or less shall be required for PVC 1120, PVC 1220 and CPVC 4120. All pipe and fittings shall bear the National Sanitation Foundation (NSF) seal of approval. The piping shall be visibly marked with specific schedule number of SDR rating.

In addition to these pipes, reinforced concrete culvert, storm drain, and sewer pipe shall also be allowed for water-sewer line crossing but not for parallel construction. The reinforced concrete pipe shall conform to ASTM C-76 of the class required by Article 550.03 of the Standard Specifications with the joints conforming to ASTM C 361 or C 433.±.

Jointing shall be pressure slip jointed, solvent welded, heat welded, flanged, or threaded joint.

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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 shall comply with ASTM Standard F477.

Solvent cement shall be specific for the piping material and shall comply with the ASTM Standard D2564 (PVC) and F493 (CPVC) and be approved by NSF.

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

### **REMOVE AND REINSTALL BRICK PAVERS**

Description: This work shall consist of removing existing brick pavers, salvaging the brick pavers, and reinstalling the brick pavers on an aggregate base or a Portland cement concrete sidewalk base at the locations shown on the plans or as directed by the Engineer.

The Contractor shall remove, store, and reinstall the existing brick pavers in a workmanlike manner to avoid damaging the material. Materials unnecessarily damaged by the Contractor's operations shall be replaced as directed by the Engineer at the Contractor's expense. The Engineer will determine if the removed pavers are suitable for reinstallation.

The existing brick pavers shall be installed at the locations shown on the plans in accordance with the Special Provision for Brick Paver Sidewalk. Brick pavers shall be installed on a 6" Portland cement concrete sidewalk base or a compacted aggregate base with a minimum thickness of 4". The proposed locations for the brick pavers may not be the same as their original locations. Brick pavers that are removed for the removal or installation of parking meters, light poles, or junction boxes shall be reinstalled at their original locations.

Basis of Payment: This work will be paid for at the contract unit price per square foot for REMOVE AND REINSTALL BRICK PAVER, which price shall include all labor, equipment, and materials necessary to complete the work as specified, including all removal, transportation, storage, and reinstallation of the brick pavers and all bedding material.

### **BOLLARDS**

Description: This work shall consist of furnishing and constructing ornamental pre-cast concrete bollards per the City of Champaign Streetscape standards to define accessible ramp and depressed curb areas per the details and locations shown in the plans.

The bollards shall be 6'-0" in length and have a 10" by 10" cross section placed in a 3'-0" deep concrete sleeve foundation. The bollard shall be custom fabricated pre-cast concrete per the

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University District Standard shown in the plans. Finish shall be an architectural finish to match Indiana limestone color and texture. Sample installations may be viewed at the intersection of Green Street and Fourth Street, Champaign, IL. The foundation shall be cast in place consisting of a concrete sleeve cast using an 18" diameter sonotube measured 3'-0" below the proposed finished grade. A 4" layer of compacted CA-07 shall be placed at the bottom of the excavation prior to setting the forms.

Basis of Payment: This work will be paid for at the contract unit price per foot for BOLLARDS, which prices shall include all labor, equipment, and materials necessary to complete the work as specified, including all excavation, backfill and foundation work.

### **TIE BARS AND DOWEL BARS**

Description: Tie bars and dowel bars meeting the requirements of Section 606 of the Standard Specifications and placed in accordance with Highway Standard 606001 will be required for various construction items within this contract, including proposed combination concrete curb and gutter and class B patches, Type III. Where either proposed combination concrete curb and gutter or concrete pavement is constructed adjacent to existing pavement or curb to remain in place, tie bars shall be placed along the existing edge of curb or pavement to remain in place in order to tie the curb and gutter to the adjacent pavement, spacing shall be at 18" intervals for the length along the proposed concrete curb and gutter. Two dowel bars shall be drilled and epoxy grouted in place at all locations where proposed curb and gutter is abutted to adjacent curb and gutter to be matched.

Basis of Payment: This work will be paid for at the contract unit price per each for DOWEL BARS 1 1/4"; and DRILL AND GROUT #6 TIE BARS which prices shall include all labor, equipment, and materials necessary to complete the work as specified.

### **PARKING METER POSTS TO BE REMOVED**

Description: This work shall consist of the removal of existing parking meter posts in accordance with the details in the plans and as specified herein.

The City of Champaign will remove the existing parking meters and install the new parking meters. The Contractor shall contact Shirl Johnson (217-403-7055) for removal of the existing parking meters and installation of the new parking meters.

The Contractor shall remove the existing parking meter posts at the locations shown on the plans or as directed by the Engineer. Existing parking meter posts that are removed shall not be reused. The sidewalk around existing parking meter posts to be removed shall be removed in accordance with the details in the plans or as directed by the Engineer.

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Basis of Payment: This work will be paid for at the contract unit price each for PARKING METER POSTS TO BE REMOVED, which prices shall include all labor, equipment, and materials necessary to complete the work as specified, including all excavation and backfill. Sidewalk removal and replacement, if necessary, will be paid for separately.

### **REMOVING AND RESETTING STREET SIGNS**

Description: This work shall consist of removing and resetting of existing signs and parking meter posts at the locations shown on the plans and as directed by the Engineer.

The existing signs and posts shall be removed. The resultant voids at the sign post removal locations shall be backfilled with controlled low-strength material or topsoil as directed by the Engineer. The signs shall be temporarily relocated as required by the construction operations or as directed by the Engineer. The temporary relocation of the existing signs shall be included in the cost of Traffic Control Complete.

For the permanent resetting of the existing signs, the existing sign posts and concrete footings shall not be salvaged. Any signs damaged by the Contractor shall be replaced at his/her own expense.

The existing signs and parking meter posts shall be reset to a proper mounting height as directed by the Engineer. The posts for new signs shall be paid for under the item Telescoping Steel Sign Post.

Basis of Payment: This work will be paid for at the contract unit price each for REMOVING AND RESETTING STREET SIGNS, which price shall include all labor, equipment, and materials necessary to complete the work as specified, including all excavation and backfill. All complete sign panel assemblies to be removed and not reinstalled shall be paid for as Remove Sign Panel Assembly Type A or Remove Sign Panel Assembly Type B. Should an existing sign panel assembly contain both sign panels to be reset and sign panels to be removed, the signs to be removed shall be paid for as Remove Sign Panel – Type 1.

### **FENCE REMOVAL**

Description: This work shall consist of the removal and satisfactory disposal of existing ornamental fencing at the locations shown on the plans or as directed by the Engineer. This work shall be performed in accordance with the applicable portions of Section 201 of the Standard Specification and as herein specified:

General: The ornamental fence to be removed is approximately 2-1/2' to 3' high with posts set in concrete. The fencing material between the posts consists of chain draped between the post fastened by loops in the post caps. Removal shall include posts, chain, fittings, appurtenances, attachments and concrete foundations. Any holes created by the removal of the fence posts and/or

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foundations shall be backfilled with CLSM with existing or proposed paved areas or clean earth fill for all other locations as directed by the Engineer. The adjacent owner shall be contacted prior to beginning removal activities to determine if any, or all, of the fencing materials shall be removed and/or salvaged by the owner. Disposal of removed materials shall be in accordance with Article 202.03.

Method of Measurement: FENCE REMOVAL shall be measured in linear feet along the bottom of the continuous row of fence posts regardless of the presence or absence of connecting chain material.

Basis of Payment: This work will be paid for at the contract unit price per foot for FENCE REMOVAL, which prices shall include all labor, equipment, and materials necessary to complete the work as specified, including all excavation and backfill.



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## **TRAFFIC SIGNALS AND ROADWAY LIGHTING**

### **DAMAGE TO EQUIPMENT**

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

### **ROADWAY LIGHTING COORDINATION**

The Contractor shall notify the City of Champaign at least 48 hours in advance of any work that requires power to the existing City-owned lights to be shut off. The contact person at the City of Champaign Public Works Department is Glen Berger (217-703-4785).

The Contractor shall notify the University of Illinois at least 48 hours in advance of any work that requires power to the existing University-owned street lights to be shut off. The contact person at the University of Illinois Engineering Services Department is Eva Sweeney (217-333-2271).

### **BORED AND PULLED, COILABLE NON-METALLIC CONDUIT**

Description: This work shall consist of furnishing and installing polyethylene conduit of the size specified in accordance with Section 810 of the Standard Specifications.

Polyethylene duct shall be used for conduit that is bored and pulled at the locations shown on the plans. PVC conduit shall be used for conduit laid in trench at the locations shown on the plans. The substitution of polyethylene duct conduit in place of PVC conduit, bored or in trench, of the size specified in the plans is permitted with no change in compensation of this item.

The term bored and pulled shall include both the pushed and bored method of installing the conduit. Because of the differences in equipment and techniques, the Contractor may use either method to install the conduit for the term bored and pulled.

If the Contractor chooses to install conduit runs designated as trenched in the plans by bored and pulled, payment shall be at the contract unit prices for Conduit in Trench along with Trench and Backfill for Electrical Work.

The substitution of galvanized steel conduit for PVC conduit is permitted with no change in compensation.

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

tape.

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

Measurement and Payment: This work will be paid for at the contract unit price per foot for BORED AND PULLED, COILABLE NON-METALLIC CONDUIT, of the size specified, in accordance with Section 810 of the Standard Specifications. This price shall be considered payment in full for all labor, equipment, and material necessary to complete the work as specified.

Description: This work shall be performed in accordance with Sections 810 and 811 of the Standard Specifications, the details in the plans, and the following additions or exceptions.

#### **HANDHOLE, COMPOSITE CONCRETE**

Description: This work shall be performed in accordance with the applicable portions of Sections 814 and 815 of the Standard Specifications and the following additions or exceptions:

The handhole size shall be as shown on the plans. The handhole shall be composite concrete in accordance with Article 1088.05 of the Standard Specifications. The base shall be constructed in accordance with Article 815.03(b) of the Standard Specifications.

The handhole shall be manufactured by CDR Company or approved equal.

The handhole cover shall be of the same material as the handhole and shall have the words "TRAFFIC SIGNAL" cast into the cover. The handhole cover and collar color shall be coordinated with the sidewalk colors and shall be the manufacturer's dark green color in grass areas. The Contractor shall verify color selections based on locations prior to ordering materials.

Basis of Payment: This work will be paid for at the contract unit price each for HANDHOLE, COMPOSITE CONCRETE, which price shall include all labor, equipment, and material necessary to complete the work as specified.

#### **GULFBOX JUNCTION**

Description: This work shall be performed in accordance with Section 815 of the Standard Specifications and the following additions or exceptions.

The gulfbox shall be composite concrete and manufactured by CDR Company or approved equal.

The gulfbox cover shall be of the same material as the gulfbox and shall have the words "TRAFFIC

SIGNALS" or "STREET LIGHTING" cast into the cover. The gulfbox cover and collar in sidewalks shall be colored to match the proposed concrete dye color and shall be the manufacturer's dark green color in grass areas.

Basis of Payment: This work will be paid for at the contract unit price each for GULFBOX JUNCTION, COMPOSITE CONCRETE, which price shall include all labor, equipment, and material necessary to complete the work as specified.

### **WIRE AND CABLE**

Description: This work shall be performed in accordance with Sections 817 and 873 of the Standard Specifications and the following additions or exceptions.

All lighting, signal, lead-in, communication, and service cable shall be tagged with wiring identification markers at each point of access. All handholes, gulfbox junctions, junction boxes, pole handholes, and controller cabinets shall be considered as points of access. Wiring identification markers shall be in accordance with Article 1066.07 of the Standard Specifications.

Wire and Cable: The following modifications apply to Article 1066 of the Standard Specifications for Wire and Cable:

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

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

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

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

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

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

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

"General. Cable insulation designated as XLP shall incorporate cross-linked polyethylene

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(XLP) insulation as specified and shall meet or exceed the requirements of ICEA S-95-658, NEMA WC70, U.L. Standard 44."

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

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

Revise Article 1066.08 to read:

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

Basis of Payment: This work will be paid for at the contract unit price per foot for ELECTRIC CABLE IN CONDUIT, of the type, size, and number of conductors indicated, which price shall include all labor, equipment, and material necessary to complete the work as specified.

## **LIGHTING CONTROLLER**

Description: This work shall consist of furnishing and installing an electrical controller in cabinet with control devices, distribution equipment, foundation, and wiring for control of roadway lighting as specified, in accordance with Section 825 of the Standard Specifications, the details in the plans, and the following additions or exceptions.

The construction and installation shall be according to NEC Article 373 and the NESC. The lighting controller installation shall be according to the details shown in the plans.

The lighting system shall be controlled by a photocell system to be mounted within the photocell receptor of the luminaire fixture (GE Evolve Medium Cobrahead R150) to be located at Station 31+70.6, 20.4' LT., as shown in the details in the plans.

The Lighting Controller shall include a ground rod, ground conductor, and ground access well as shown in the plans. The lighting controller shall provide a 20-Amp Double-Pole Breaker to service the proposed traffic signal cabinet to be located at the intersection of Fourth Street and Daniel Street.

Basis of Payment: This work will be paid for at the contract lump sum price for LIGHTING CONTROLLER, BASE MOUNTED, 240VOLT, 100AMP, which price shall include all labor, equipment, and material necessary to complete the work as specified, including the concrete

foundation. The ground rod, ground conductor, exothermic weld and access well are incidental to this pay item and will not be paid for separately.

### **LIGHT POLE FOUNDATION (SPECIAL)**

Description: This work shall consist of furnishing and installing Portland Cement Concrete light pole foundations as shown on the detail in the plans. The work shall be in accordance with the applicable Articles of Section 836 of the Standard Specifications, the details in the plans, and as directed by the Engineer. Work includes rebar, anchor bolts, conductors, conduit, ground conductor, ground rod and exothermic welds as shown in the plans. Work also includes cable, conduit, and connections between Light Pole and Gulfbox.

The light pole shall be connected to the ground rod using a number 6 AWG copper conductor exothermically welded to the ground rod. The number 6 AWG copper conductor that connects the ground rod to the ground rod and the required exothermic weld at the ground rod shall be included in the cost of the foundation.

Materials: The Portland Cement Concrete Foundations shall be class SI concrete in accordance with Section 1020 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for LIGHT POLE FOUNDATION, (SPECIAL), which price shall include all labor, equipment, and material necessary to complete the work as specified. Rebar, conduit, and wiring within the foundation, wiring and conduit to GULFBOXES and ground conductors, ground rods and exothermic welds are incidental to this pay item and will not be paid for separately.

### **REMOVAL OF LIGHTING UNIT**

Description: This work will consist of the removal and disposal or storage at City Public Works yard of existing lighting units in accordance with Section 842 of the Standard Specifications and the following additions or exceptions.

Removal of existing lighting units shall include the pole, arm, luminaire, pole wiring, and associated hardware and appurtenances. Lighting foundation removal will be paid for separately.

All existing lighting units shall be removed and salvaged as shown on the plans. The Contractor shall remove these existing lighting units and deliver them to the City of Champaign Public Works Department. Removal of the existing lighting fixtures shall be coordinated with the Engineer. Since temporary lighting is not proposed for this Contract, it is the intent of the City to leave the existing lighting in place, especially at intersection locations, for the longest duration possible. The contractor shall remove the existing lighting at such time that it interferes with his work activities and

progress.

The Contractor shall coordinate this work with Glen Berger (217-703-4785) at the City of Champaign.

The Contractor shall remove, store, and protect the removed and salvaged lighting units in a workmanlike manner to avoid damaging, denting, or scratching the material. Any repair or touch-up required shall be performed by the Contractor using a method approved by the Engineer and at the Contractor's expense.

All other lighting units to be removed throughout the project limits shall not be salvaged and shall be disposed of by the Contractor in accordance with Article 202.03 of the Standard Specifications.

The resultant voids from the removal of existing lighting units without foundations shall be backfilled with earth or controlled low-strength material as directed by the Engineer.

Where circuits continue beyond removal location, junction boxes shall be installed at the lighting unit removal locations shown on the plans. The Contractor will perform the required wiring at these locations to close the existing series lighting circuits. The Contractor shall coordinate his/her efforts with the City's staff in performing this work, and no additional compensation will be allowed.

Basis of Payment: This work will be paid for at the contract unit price each for REMOVAL OF LIGHTING UNIT, SALVAGE, which prices shall include all labor, equipment, and material necessary to complete the work as specified, including all excavation and backfill. Junction boxes will be paid for separately.

### **REMOVAL OF POLE FOUNDATION**

Description: This work shall consist of removing existing lighting unit concrete foundations, including connecting wires/cables and adjacent junction boxes, in accordance with Section 842 of the Standard Specifications and the following additions or exceptions.

The concrete foundations shall be removed to a point at least two feet below grade or at least one foot below any proposed construction. The removal shall extend deeper where required to facilitate the proposed construction, and no additional compensation will be allowed.

Portions of the existing cables and conduits that interfere in any way with the proposed construction shall be removed. Existing cables that do not interfere with the proposed construction shall be abandoned in place unless otherwise directed by the Engineer. Existing conduits that do not interfere with the proposed construction shall be capped and abandoned in place unless otherwise directed by the Engineer. Removal of the existing cables and conduits, along with adjacent junction

boxes servicing the poles to be removed, shall be included in the cost of Removal of Pole Foundation, and no additional compensation will be allowed.

All material required to bring the ensuing excavation back up to grade shall be included in the cost of Lighting Foundation Removal. The voids caused by the partial removal of the concrete foundation shall be backfilled with CLSM within areas of existing or proposed pavement or earth embankment for all other areas as directed by the Engineer. If the Contractor chooses to completely remove the foundation, the ensuing excavation shall be backfilled with controlled low-strength material.

Basis of Payment: This work will be paid for at the contract unit price each for REMOVAL OF POLE FOUNDATION, which price shall include all labor, equipment, and material necessary to complete the work as specified, including all excavation and backfill.

**FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL**  
**(Fourth Street & Daniel Street)**

Description: This work shall consist of furnishing and installing a fully-actuated controller in a controller cabinet in accordance with Section 857 of the Standard Specifications, the details in the plans, and the following additions or exceptions.

The controller will be the EAGLE EPAC M52 TS-2, Type 2 Controller with Fiber Modem, model number EPAC3808M52. The Type IV controller cabinet shall be the EAGLE Size P base mounted cabinet, model number EL 712. The controller cabinet shall be constructed of unpainted aluminum.

The controller cabinet shall contain a one-channel card rack for the video detection system. The controller cabinet shall contain a TS-2 malfunction management unit and a TS-1 panel and terminal facilities.

The controller cabinet shall contain separate ground and neutral buses. The neutral bus shall be electrically isolated from ground. The controller cabinet shall be grounded to the system grounding conductor in accordance with the NEC and the NESC.

The controller cabinet shall contain an HS-P-SP-120-30-RJ surge protector manufactured by Innovative Technology. The controller cabinet shall contain a minimum of one circuit breaker rated 10A for the control equipment and one circuit breaker rated 40A for the signal load in accordance with Article 1074.03(b)(3) of the Standard Specifications.

Measurement and Payment: This work will be paid for at the contract unit price each for FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL, which price shall be considered payment in full for all labor, equipment, and material necessary to complete the work as specified.

**UNINTERRUPTABLE POWER SUPPLY**  
**(Fourth Street & Daniel Street)**

Description: This work shall consist of installing a furnished uninterruptable power supply in accordance with Section 862 of the Standard Specifications, the details in the plans, and the following additions or exceptions.

The traffic signal controller cabinet shall contain a rack-mountable, NEMA-approved uninterruptable power supply (UPS) model FXM 1100 with charge equalizer, manufactured by Alpha Technologies or approved equivalent. The UPS shall provide a minimum of two hours of full run-time operation. Batteries shall be warranted for a minimum period of 5 years.

The battery cabinet for the UPS shall be mounted as shown on the plans and as specified herein. The battery cabinet shall be installed on the controller cabinet foundation and bolted directly to the left side of the controller cabinet (when looking into the controller cabinet) with at least four bolts. There shall not be a gap between the battery cabinet and the controller cabinet. The cables shall be routed through the sides of the cabinets, with the holes in the cabinets protected with grommets.

Only the batteries shall be housed in the battery cabinet; all other UPS equipment shall be housed in the controller cabinet.

Basis of Payment: This work will not be paid for separately but shall be included in the cost for Full-Actuated Controller and Type IV Cabinet, Special which price shall include all labor, material, and equipment necessary to complete the work as specified, including the battery cabinet.

**ELECTRICAL CABLE**

Effective: November 1, 1984

Revised September 7, 2001

This work shall consist of furnishing and installing electric cable of the type, size and number of conductors specified, in accordance with the requirements of Section 873 and 1076.04 of the Standard Specifications for Road and Bridge Construction except as described herein.

All stranded wire connections in signal heads, push buttons, terminal compartments shall be made with insulated spade connections.

Cables shall be identified by color coded tape applied at both the signal and controller ends. The color-coding shall be as shown on the plans.

The cable will be paid for the vertical length of all traffic signal post. All other vertical cable lengths shall be paid for as prescribed in the Standard Specifications.



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Basis of Payment

This work will be paid for at the contract unit price per meter (foot) for ELECTRIC CABLE of the type, size, and number of conductors specified, which price shall be payment in full for furnishing the material and making all electrical connections and installing the cable complete.

**ELECTRIC CABLE IN CONDUIT, SERVICE, NO. 6 1C**

Description: This work shall consist of furnishing and installing service cables in accordance with Section 873 of the Standard Specifications and the following additions or exceptions.

The Contractor shall furnish and install three No. 6 AWG conductor cables for electrical service from the proposed lighting controller cabinet to the proposed traffic signal controller.

All vertical service cable required for the service installation will not be measured for payment and shall be included in the cost of the service cable.

Basis of Payment: This work will be paid for at the contract unit price per foot for ELECTRIC CABLE IN CONDUIT, SERVICE, NO. 6 1C, which price shall include all labor, equipment, and material necessary to complete the work as specified.

**MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION**  
**(Fourth Street & Daniel Street)**

Description: This work shall consist of either maintaining full operation of the existing signals at the intersection of Fourth Street and Daniel Street or the set up of an all-way stop controller intersection. Temporary traffic signals are not required: This work shall meet the requirements of Section 850 of the Standard Specifications including the following requirements:

Once the existing traffic signal equipment is removed, temporary signs shall be placed in accordance with the MUTCD. Upon coordination with the Engineer, the intersection may be temporarily stop-controlled by the placement of R1-1 (48" x 48") and R1-4 sign panels at each of the intersection approach legs to facilitate traffic signal work at this location. Advance signage consisting of W3-1a (48" x 48") on an orange background shall also be required.

This item will be paid for at the contract unit price each for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION for this intersection which shall include all temporary signage, signal cable and signals as required.

### **TRAFFIC SIGNAL POST**

Description: This work shall consist of furnishing and installing a traffic signal post in accordance with Sections 875 of the Standard Specifications for Road and Bridge Construction and the following exceptions:

The post and base shall be made of aluminum. The post shall be furnished with an aluminum pole cap. The post base shall be a "Pelco" model square base furnished with an aluminum reinforcing base collar and a grounding lug suitable for connecting a copper equipment grounding conductor. The post, cap, base and collar shall be shop painted with a standard black finish.

The traffic signal post shall be load designed to support one (1) three-face signal head, two (2) pedestrian signal heads, one (1) pushbutton system and one (1) 24" x 30" sign panel.

Basis of Payment: This item will be paid for at the contract unit price each for TRAFFIC SIGNAL POST of the type and length specified, which price shall include all labor, material, and equipment necessary to complete the work as specified.

### **STEEL COMBINATION MAST ARM ASSEMBLY AND POLE**

Description: This work shall conform to the requirements of Sections 877 and of the Standard Specifications and the following additions or exceptions.

The mast arms and combination mast arm assemblies shall be furnished by the contractor, however, the City of Champaign shall supply the roadway and pedestrian luminaries and davit arms to be mounted on the proposed mast arm pole by the Contractor as specified by the Engineer. The Contractor shall be responsible for picking up the luminaries and davit arms at the City Public Works Department located at 702 Edgebrook Drive, Champaign, IL 61820, and delivering them to the job site for installation. Unloading, storing, protection and installation of the luminaries and davit arms shall be the responsibility of the Contractor.

The pole, base, pole cap, and signal arm will be shop painted with a standard black finish. Any damage to the mast arm assembly of paint finish shall be repaired by the Contractor in accordance with the fabricator's recommendations. The stainless steel mesh and band at the base of the pole (furnished by the Contractor) shall be painted black.

Basis of Payment: This work will be paid for at the contract unit price each for STEEL COMBINATION MAST ARM ASSEMBLY AND POLE, of the signal arm length specified.

### **CONCRETE FOUNDATION, TYPE A**

Description: This work shall be performed in accordance with Section 878 of the Standard Specifications, the details in the plans, and the following additions or exceptions.

The traffic signal post shall be connected to the ground rod using a number 6 AWG copper conductor exothermically welded to the ground rod. No traffic system component shall be grounded within 11 feet of the controller cabinet. Foundations within 11 feet of the controller cabinet shall not include a ground rod.

The number 6 AWG copper conductor that connects the traffic signal post to the ground rod and the required exothermic weld at the ground rod shall be included in the cost of the foundation.

Measurement and Payment: This work will be paid for at the contract unit price per foot of depth of CONCRETE FOUNDATION, TYPE A, which price shall be considered payment in full for all labor, equipment, and material necessary to complete the work as specified.

### **CONCRETE FOUNDATION, TYPE C**

Description: This work shall consist of constructing a concrete foundation for a traffic signal controller base in accordance with Section 878 of the Standard Specifications, the details in the plans, and the following additions or exceptions.

The ground rod for the concrete foundation shall be located in the double handhole rather than in the concrete foundation. A No. 6 AWG bare, solid copper grounding electrode conductor pigtail may be installed for use in splicing the equipment grounding conductors in the double handhole. The grounding electrode conductor pigtail shall be exothermically welded to the ground rod in the double handhole. The grounding electrode conductor pigtail and exothermic weld shall be included in the cost of the concrete foundation.

The concrete foundation shall be wide enough to accommodate the controller cabinet and the battery cabinet. The concrete apron shall match the width of the concrete foundation and shall extend a minimum of 3' beyond the concrete foundation. The concrete apron shall be a minimum of 6" thick. The concrete apron shall be included in the cost of the concrete foundation and shall meet the requirements as specified for PORTLAND CEMENT CONCRETE SIDEWALK, 6".

Basis of Payment: This work will be paid for at the contract unit price per foot of depth of CONCRETE FOUNDATION, TYPE C, which price shall include all labor, equipment, and material necessary to complete the work as specified.

#### **CONCRETE FOUNDATION, TYPE D**

Description: This work shall consist of constructing a concrete foundation for a roadway lighting controller base in accordance with Section 878 of the Standard Specifications, the details in the plans, and the following additions or exceptions.

The concrete foundation shall be wide enough to accommodate the controller cabinet supplied. The concrete apron shall match the width of the concrete foundation and shall extend a minimum of 3' beyond the concrete foundation. The concrete apron shall be a minimum of 6" thick. The concrete apron shall be included in the cost of the concrete foundation and shall meet the requirements as specified for PORTLAND CEMENT CONCRETE SIDEWALK, 6".

Basis of Payment: This work will be paid for at the contract unit price per each of CONCRETE FOUNDATION, TYPE D, which price shall include all labor, equipment, and material necessary to complete the work as specified.

#### **CONCRETE FOUNDATION, TYPE E**

Description: This work shall be performed in accordance with Section 878 of the Standard Specifications, the details in the plans (Highway Standard 878011), and the following additions or exceptions.

The mast arm pole shall be connected to the ground rod using a number 6 AWG copper conductor exothermically welded to the ground rod. No traffic system component shall be grounded within 11 feet of the controller cabinet, unless the controller cabinet is mounted to a traffic signal pole or mast arm. All other foundations within 11 feet of the controller cabinet shall not include a ground rod.

The number 6 AWG copper conductor that connects the mast arm pole to the ground rod and the required exothermic weld at the ground rod shall be included in the cost of the foundation.

The Contractor shall be responsible for reviewing and inspecting the mast arm assemblies and the required pole-to-foundation connection prior to setting and pouring the concrete foundation.

Measurement and Payment: This work will be paid for at the contract unit price per foot of depth of CONCRETE FOUNDATION, TYPE E, of the diameter specified, which price shall be considered payment in full for all labor, equipment, and material necessary to complete the work as specified.

#### **SIGNAL HEAD, POLYCARBONATE, LED**

Description: This work shall be performed in accordance with Section 880 of the Standard Specifications, the details in the plans, and the following additions or exceptions.

The terminal compartment for two-way, post mounted signal heads shall be on top of the post in accordance with Standard 880006.

All signal heads shall be furnished with all LED indications conforming to current ITE (Institute of Transportation Engineers) specifications.  
The signal head shall be black in color.

Basis of Payment: This work will be paid for at the contract unit price each for SIGNAL HEAD, POLYCARBONATE, LED, of the number of signal faces, the number of signal sections in each face, and the method of mounting specified, which price shall include all labor, material, and equipment necessary to complete the work as specified.

#### **PEDESTRIAN SIGNAL HEAD, POLYCARBONATE, LED**

Description: This work shall be performed in accordance with Section 881 of the Standard Specifications, the details in the plans, and the following additions or exceptions.

Each directional unit shall consist of one LED pedestrian signal module and one LED countdown pedestrian signal module manufactured by Dialight Corporation or GELcore.

The pedestrian signal module shall have the two-symbol overlay configuration. The hand and person shall be full symbols.

The nominal dimensions of each module shall be 12" by 12" as detailed in the plans. All housings and connections shall be black in color. Pedestrian signal heads shall be mounted with black composite brackets fastened to the pole or post designed specifically for this mounting application. The contractor shall submit manufacturer details of the proposed mounting brackets for review and approval prior to ordering and installing the signal heads.

Measurement and Payment: This work will be paid for at the contract unit price each for PEDESTRIAN SIGNAL HEAD, LED, of the number of faces and the method of mounting specified, which price shall be considered payment in full for all labor, equipment, and material necessary to complete the work as specified.

#### **EMERGENCY VEHICLE SIGNAL CONTROL SYSTEM**

Description: This work shall be performed in accordance with Section 887 of the Standard Specifications, the details in the plans, and the following additions or exceptions.

The emergency vehicle priority system shall be the Opticom GPS system brand.

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Materials: The Opticom brand GPS System shall include intersection equipment matched components consisting of a mast arm mounted GPS Radio Unit- Model 1010, an Auxiliary Interface Panel- Model 1030, a GPS Phase Selector- Model 1000, two hundred and fifty feet (250') of Radio/GPS cable and an Auxiliary Harness- Model 1035.

Basis of Payment: This work will be paid for at the contract unit price each for EMERGENCY VEHICLE SIGNAL CONTROL SYSTEM, which prices shall include all labor, equipment, and material necessary for a complete and operational emergency vehicle preemption system to complete the work as specified.

### **PEDESTRIAN PUSH-BUTTON**

Description: This work shall consist of furnishing and installing a pedestrian push-button in accordance with Section 888 of the Standard Specifications and in accordance with BDE Special Provision 80099 for Accessible Pedestrian Signals and the following additions or exceptions.

The pedestrian push-button assembly will require audible signal capabilities and locating tone and shall be the 2-wire Navigator Assessable Pedestrian Signal (APS) manufactured by Polara Engineering, Inc. of Fullerton, CA. The 2-wire central control unit (CCU) shall be provided by the Contractor and installed into the proposed controller cabinet. All necessary connections shall be made by the contractor from the CCU to the push-buttons.

The pedestrian push button assembly details are included within the special provisions and the sign option shall be "Option B", size 800-59 (measuring 5" by 7-3/4"). The push-button housing shall be finished with a powder coated black finish. The push-button assembly shall include mounting adaptors to mount the system to a mast arm traffic signal post.

Measurement and Payment: This work will be paid for at the contract unit price each for PEDESTRIAN PUSH-BUTTON, which price shall be considered payment in full for all labor, equipment, and material necessary to complete the work as specified.

### **ILLUMINATED SIGN, LED**

Description: This work shall consist of furnishing and installing internally illuminated LED slim line street name signs in accordance with the details in the plans and as specified herein.

The Contractor's attention is directed to the drawing details located within these special provisions for the proposed sign face. All messages shall be clearly legible, attracting attention under any lighting conditions.

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The sign shall be single-face, internally illuminated, and suspended below a traffic signal mast arm. Internal illumination will be controlled by a photocell located inside the sign. The sign shall be nominally 60"± long, 22"± high, and 8"± deep conforming to the details provided.

Products: The internally illuminated street name sign shall be manufactured by National Sign and Signal or Traffic Signs, Inc.

Housing: The housing shall be extruded from 6063-T5 aluminum alloy. Seams shall be welded continuous to provide a weatherproof seal. The housing shall meet the manufacturer's requirements for drainage and weatherproofing. All exterior surfaces of the housing shall be cleaned, prepared, primed, and finished with a standard black finish. All interior surfaces shall be cleaned and left as mill finished aluminum. The sign shall have one or more stainless steel locks to tightly secure the door to the gasket. Drainage shall be provided by drain holes located on the housing bottom.

Face: The Contractor shall furnish the sign with a clear polycarbonate face. The contractor shall deliver the sign to the City of Champaign for installation of the sheeting required for the sign legend. The contractor shall pick up the sign from the City after the sign legend has been installed. The sign legend shall have white lettering with a white border on a green background as shown in the plans.

Illumination: Internal illumination shall be provided LEDs mounted to a white aluminum panel capable of providing 50,000 to 100,000 hours of lamp life. LEDs shall be conformal coated for protection purposes and the LED driver shall be attached to the panel.

Transformers or LED drivers shall be used to reduce the incoming 120 volts to the manufacturer suggested operating voltages and current.

Wiring: All wiring from the traffic signal controller cabinet to the sign shall be No. 16 AWG three conductor signal cable in accordance with Special Provisions herein for ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 16 3C (SPECIAL). Wire connections shall be made with insulated compression wire nuts.

Mounting Hardware: The mounting hardware shall be in accordance with the manufacturer's details (PELCO Bracket #SE 5015 x 2 for each sign assembly). Prior to installation, the Contractor shall verify the mounting locations of the sign panels with the engineer in advance of running the cable and installing the bracket hardware.

Basis of Payment: This work will be paid for at the contract unit price each for ILLUMINATED SIGN, LED, which price shall be considered payment in full for all labor, equipment, and material necessary to complete the work as specified.

### **REMOVE EXISTING CABLE**

Description: This work shall consist of removing roadway lighting cable from conduit in accordance with Section 895 of the Standard Specifications and the following additions or exceptions.

The electric cable for the City's existing roadway lighting system shall be removed from conduit at the locations shown on the plans or as directed by the Engineer. The electric cable that is removed shall not be reused. Direct burial cable that does not conflict with the proposed improvements shall be abandoned in place unless otherwise noted on the plans or directed by the Engineer.

Aerial cable and cable in conduit shall be removed at the locations shown on the plans or as directed by the Engineer. The electric cable that is removed shall not be reused.

Basis of Payment: The removal of existing electric cable from conduit for the City's roadway lighting system will be paid for at the contract unit price per foot for REMOVE EXISTING CABLE FROM CONDUIT which price shall include all labor, equipment, and material necessary to complete the work as specified. Removal of direct burial cables will not be measured for payment or paid for separately, and no additional compensation will be allowed.

### **REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT**

Description: This work shall consist of removing the existing equipment indicated on the signal and cable layout plan sheets and delivering the equipment to the City of Champaign Department of Public Works located at 702 Edgebrook Drive, Champaign, IL 61820: Contact – Glen Berger (217) 403-4785.

The contractor shall be responsible for completely removing all existing electric service lines connected to these removal items and properly terminating and/or reconnecting any remaining cable electric/service cable to the requirements of the City of Champaign electrical department and Ameren I.P. utility companies.

The contractor shall only salvage and deliver to the City the traffic signal controller/cabinet, all LED signal heads, and all sign panels. All other removal items shall be disposed of properly.

Basis of Payment: This work will be paid for at the contract unit price each for REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT, which price shall be payment in full for removing and delivering the equipment as indicated on the plans.



### **REMOVE EXISTING HANDHOLE**

Description: This work shall consist of the removal and disposal of existing handholes in accordance with Section 895 of the Standard Specifications and the following additions or exceptions.

The handhole shall be removed in its entirety. Portions of the existing cables and conduits that interfere in any way with the proposed construction shall be removed. Existing cables that do not interfere with the proposed construction shall be abandoned in place unless otherwise directed by the Engineer. Existing conduits that do not interfere with the proposed construction shall be capped and abandoned in place unless otherwise directed by the Engineer. Removal of the existing cables and conduits shall be included in the cost of Remove Existing Handhole, and no additional compensation will be allowed.

Voids created by the removals shall be backfilled with CLSM within existing or proposed paved areas or earth material as directed by the Engineer. All required excavation and backfill shall be included in the cost of Remove Existing Handhole.

Basis of Payment: This work will be paid for at the contract unit price each for REMOVE EXISTING HANDHOLE, which price shall include all labor, equipment, and material necessary to complete the work as specified.

### **REMOVE EXISTING CONCRETE FOUNDATION**

Description: This work shall consist of removing an existing concrete foundation in accordance with Section 895 of the Standard Specifications and the following additions or exceptions.

The concrete foundation shall be removed to a level at least three feet below the adjacent grade in accordance with Article 895.05 of the Standard Specifications. All portions of the existing foundation below this elevation that interfere in any way with the proposed construction shall be removed.

Portions of the existing cables and conduits that interfere in any way with the proposed construction shall be removed. Existing cables that do not interfere with the proposed construction shall be abandoned in place unless otherwise directed by the Engineer. Existing conduits that do not interfere with the proposed construction shall be capped and abandoned in place unless otherwise directed by the Engineer. Removal of the existing cables and conduits shall be included in the cost of Remove Existing Concrete Foundation, and no additional compensation will be allowed.

Voids created by the removals shall be backfilled with CLSM for areas located within existing or proposed pavement areas or earth material for all other locations as directed by the Engineer. All required excavation and backfill shall be included in the cost of Remove Existing Concrete

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Foundation.

Basis of Payment: This work will be paid for at the contract unit price each for REMOVE EXISTING CONCRETE FOUNDATION, which price shall include all labor, equipment, and material necessary to complete the work as specified.

**WIDE AREA VIDEO DETECTION SYSTEM COMPLETE**  
**(Fourth Street & Daniel Street)**

Description: This work shall consist of furnishing and installing two modular, single camera, rack mounted video detection systems and one rack mounted video detection single point access device in accordance with the details in the plans and as specified herein.

Materials: The TS-2 wide area video detection system complete shall include RZ-4 Advanced Cameras, Vantage TS2-IM Bus Interface Unit (BIU) module, Vantage Edge 2 video detection processor cards and a shelf-mounted Vantage VRack TS2 detector rack manufactured by Iteris or approved equivalent. One pointing device and one 9" color video monitor are required for the entire system. Rack mounted video detection input/output extension modules shall not be required.

The coaxial cable to be used between the camera and the video detection processor in the traffic signal controller cabinet shall be Belden 8281 or approved equivalent. The coaxial cable shall be a continuous unbroken run from the camera to the video detection processor.

The power cable shall be No. 14 AWG three conductor signal cable in accordance with Section 873 of the Standard Specifications. A factory-made, pre-assembled pigtail cable with *two hundred and fifty* feet of lead cable and an attached Deutsch Advanced Interconnect HPC-008-0002 connector, or the latest connector used for the video detection camera, shall be provided for each camera. Field-assembled cables will not be accepted. Each connection shall be sealed to prevent water penetration. The factory-made, pre-assembled pigtail cable shall be spliced to the power cable at the mast arm pole handhole.

Method of Measurement: Furnishing and installing two modular, single camera, rack mounted video detection systems and one rack mounted video detection single point access device will not be measured for payment separately. Furnishing and installing a complete and operational video detection system will be measured for payment on an each basis.

Basis of Payment: This work will paid for at the contract unit price each for WIDE AREA VIDEO DETECTION SYSTEM COMPLETE, which price shall be considered payment in full for all labor, equipment, and material necessary to perform the work as specified.

All cable required for the installation of the system shall be included in the cost of the wide area video detection system.

**ELECTRIC CABLE IN CONDUIT, GROUNDING, NO. 6 1C**

Description: This work shall consist of furnishing and installing electric cables in conduit, complete with all splicing, identifications, and terminations, in accordance with Section 817 and 873 of the Standard Specifications, as detailed in the plans, and the following additions or exceptions.

The single conductor number 6 AWG electric cable shall be used for the system grounding conductor. The conductor shall be copper in accordance with Article 1066.02(b) of the Standard Specifications.

Equipment grounding conductors shall be made continuous by splicing. Splices shall only be permitted in handholes, double handholes, post bases, and pole handholes unless otherwise directed by the Engineer. All splices shall be irreversible hydraulic compression splices in accordance with Article 1066.06 of the Standard Specifications. No other types of splices shall be permitted. All compression splices shall be neat and direct to the path of ground.

The cable shall be exothermically welded to all ground rods within the component traffic signal system. All required exothermic welds shall be included in the cost of Electric Cable in Conduit, 600V (XLP-Type USE) I/C No. 6.

Cable splices will only be permitted in concrete handholes and double handholes unless otherwise directed by the Engineer. Cable splices shall be in accordance with Article 1066.06 of the Standard Specifications.

The cable shall be marked with green electrical tape in all pole and post handholes, all concrete handholes and double handholes, and the traffic signal controller cabinet.

All required compression splices and heavy duty ground rod clamps and all exothermic welds not included in the cost of a concrete foundation shall be included in the cost of Electric Cable in Conduit, Grounding, No. 6 1C.

The grounding wire shall be bonded to the grounded conductor at the service disconnect per the NEC.

When the lighting system is supplied by the same source as the traffic signal system, the bonded ground system for the luminaires may utilize the bonded ground system for the traffic signals. All luminaires that are a part of the traffic signal system shall be grounded.

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Basis of Payment: This work will be paid for at the contract unit price per foot for ELECTRIC CABLE IN CONDUIT, GROUNDING, NO. 6 1C, which price shall include all labor, equipment, and material necessary to complete the work as specified.

### **PHOTOELECTRIC CONTROL**

#### Description

This work shall consist of furnishing and installing a photocell to control the combination mast arm lighting circuits at the Fourth Street and Daniel Street intersection and for the proposed roadway lighting system. A photoelectric eye shall be installed atop the luminaire on the combination mast arm assembly on the southeast quadrant of the intersection. The control equipment shall be included with the traffic signal controller cabinet. Electric cable shall wire the eye to a 30 amp contactor located in the traffic signal controller cabinet.

In addition, the lighting system shall be controlled by a photocell system to be mounted within the photocell receptor of the luminaire fixture (GE Evolve Medium Cobrahead R150) to be erected at Station 31+70.6, 20.4' LT., atop the light standard Type P1 as shown in the details in the plans.

#### Basis of Payment

This work will be paid for at the contract unit price each for PHOTOELECTRIC CONTROL, which price shall include all labor, equipment, and material necessary to complete the work as specified. The electric cable will be paid for separately.

### **CAMERA MOUNTING ASSEMBLY** **(Fourth Street & Daniel Street)**

Description: This item shall consist of furnishing and installing a camera mounting assembly as shown on the plan details.

The assembly consists of two adjustable steel mast arm clamps, galvanized steel schedule 80 pipe, and a camera mounting bracket. The camera mounting bracket shall be affixed to the pipe with stainless steel  $\frac{3}{4}$ " banding.

6 ft. of galvanized steel pipe shall be used for mast arm assemblies facing Daniel Street and shall attach to the horizontal mast arm.

Basis of Payment: This work will be paid for at the contract unit price each for CAMERA MOUNTING ASSEMBLY, which price shall be payment in full for furnishing and installing the equipment specified and shown in the plans to the satisfaction of the Engineer.

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**ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 16 3C**

Description: This work shall consist of furnishing and installing electric cable of the type, size and number of conductors specified, in accordance with the requirements of Section 873 and 1076.04 of the Standard Specifications for Road and Bridge Construction except as described herein.

This cable shall be used for providing electrical supply to the internally illuminated sign panels at locations where the cable is subjected to external environmental conditions and frequent bending.

Cable shall consist of 16/3 STRANDED TYPE SEOWW ULTRA FLEXIBLE POWER CABLE, Part Number 122326 as manufactured by Coleman Cable Inc., 1530 Shields Drive, Waukegan, IL; Phone 1-800-323-9355; Fax: 847-689-1192. Operating voltage shall be 600V RMS Maximum with a temperature range of -50°C to 105°C. Outer jacket color shall be Black with Black, Green and White insulation colors for the internal conductors.

The cable shall be paid for the vertical length of all traffic signal post. All other vertical cable lengths shall be paid for as prescribed in the Standard Specifications.

Basis of Payment: This work will be paid for the contract unit price per meter (foot) for ELECTRIC CABLE IN CONDUIT, SIGNAL of the type, size, and number of conductors specified, which price shall be payment in full for furnishing the material and making all electrical connections and installing the cable complete.

**LIGHT POLE, ALUMINUM**

Description: The light poles, luminaires, davit arms and anchor bolts for this project will be furnished by City of Champaign and installed by the Contractor. The light poles will have a black powder coated finish. The luminaires will have a black finish. The light poles will be furnished with banner arms.

The pole wiring, including the surge protector and fusing located in the light pole handholes, will be furnished and installed by the Contractor. The Contractor will make the connections between the pole wiring and the wiring from the junction boxes at the light pole handholes.

The Contractor shall provide a sticker permanently attached to the light pole below the handhole indicating the lighting controller, circuit, and pole number as shown on the plans. This work will not be paid for separately but shall be considered as included in the contract unit prices for the various lighting pay items, and no additional compensation will be allowed.

Basis of Payment: Installation of Aluminum Roadway Light Poles will be paid for at the contract unit

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Each price for LIGHT POLE, 34 FT. M.H., 8' DAVIT ARM, 4' DAVIT ARM, INSTALL ONLY; LIGHT POLE, 34 FT. M.H., 8' DAVIT ARM, INSTALL ONLY; and LIGHT POLE, 16 FT. M.H., 4' DAVIT ARM, INSTALL ONLY, which price shall include all labor, equipment and material necessary to complete the work as specified. Vertical wire lengths internal to the pole, connections, fuses, surge suppression and other appurtenances are incidental to this pay item and will not be paid for separately.

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

SPECIAL PROVISION  
FOR  
COOPERATION WITH UTILITIES

Effective: January 1, 1999  
Revised: January 1, 2007

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

Replace Article 105.07 of the Standard Specifications with the following:

**“105.07 Cooperation with Utilities.** The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

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

Ldo

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:

(1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.

(2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.

(3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

(b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:

(1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.

(2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

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

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.



The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

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

SPECIAL PROVISION  
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:

City of Champaign

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

## ACCESSIBLE PEDESTRIAN SIGNALS (APS) (BDE)

Effective: April 1, 2003

Revised: January 1, 2007

Description. This work shall consist of furnishing and installing accessible pedestrian signals (APS). Each APS shall consist of an interactive pedestrian pushbutton with speaker, an informational sign, a solid state electronic control board, a power supply, wiring, and mounting hardware. The APS shall meet the requirements of the MUTCD and Sections 801 and 873 of the Standard Specifications, except as modified herein.

Electrical Requirements. The APS shall operate with systems providing 95 to 130 VAC, 60 Hz and throughout an ambient air temperature range of  $-29$  to  $+160$  °F ( $-34$  to  $+70$  °C).

The APS shall contain a power protection circuit consisting of both fuse and transient protection.

Audible Indications. A pushbutton locator tone shall sound at each pushbutton.

A clear, verbal message shall be used to communicate the pedestrian walk interval. This message shall sound throughout the WALK interval only. The verbal message shall be "WALK SIGN", which may be followed by the name of the street to be crossed. No other messages shall be used to denote the WALK interval.

Automatic volume adjustments in response to ambient traffic sound level shall be provided up to a maximum volume of 89 dB. Locator tone and verbal messages shall be no more than 5 dB louder than ambient sound.

Pedestrian Pushbutton. Pedestrian pushbuttons shall be at least 2 in. (50 mm) in diameter or width. The force required to activate the pushbutton shall be no greater than 3.5 lb (15.5 N).

If a pushbutton is depressed for three seconds, a custom verbal message shall be given before the walk cycle goes into effect which tells the pedestrian their location or other pertinent information about the intersection.

A red light emitting diode (LED) shall be located on or near the pushbutton which, when activated, acknowledges the pedestrians request to cross the street.

**Signage.** A sign shall be located immediately above the pedestrian pushbutton and parallel to the crosswalk controlled by the pushbutton. The sign shall resemble either of the following:



**Tactile Arrow.** A tactile arrow, pointing in the direction of travel controlled by a pushbutton, shall be provided either on the pushbutton or its sign. This arrow shall meet the requirements of Section X02.5.1.4 of the U.S. Access Board's "Public Rights-of-way Access Advisory Committee Report, 2001".

**Vibrotactile Feature.** When specified on the plans, vibrotactile messages shall also be provided at each pedestrian pushbutton. The pushbutton shall pulse when depressed and shall vibrate continuously throughout the WALK interval.

**Method of Measurement.** This work will be measured for payment as each, per pushbutton.

When provided the vibrotactile feature will be measured for payment as each, per pushbutton.

**Basis of Payment.** This work will be paid for at the contract unit price per each for ACCESSIBLE PEDESTRIAN SIGNALS.

When provided, the vibrotactile feature will be paid for at the contract unit price per each for VIBROTACTILE FEATURE.

80099

**APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS  
(BDE)**

Effective: November 1, 2008

Revised: November 1, 2010

Replace the first paragraph of Article 107.22 of the Standard Specifications with the following:

"All proposed borrow areas, including commercial borrow areas; use areas, including, but not limited to temporary access roads, detours, runarounds, plant sites, and staging and storage areas; and/or waste areas are to be designated by the Contractor to the Engineer and approved prior to their use. Such areas outside the State of Illinois shall be evaluated, at no additional cost to the Department, according to the requirements of the state in which the area lies; and approval by the authority within that state having jurisdiction for such areas shall be forwarded to the Engineer. Such areas within Illinois shall be evaluated as described herein.

A location map delineating the proposed borrow area, use area, and/or waste area shall be submitted to the Engineer for approval along with an agreement from the property owner granting the Department permission to enter the property and conduct cultural and biological resource reconnaissance surveys of the site for archaeological resources, threatened or endangered species or their designated essential habitat, wetlands, prairies, and savannahs. The type of location map submitted shall be a topographic map, a plat map, or a 7.5 minute quadrangle map. Submittals shall include the intended use of the site and provide sufficient detail for the Engineer to determine the extent of impacts to the site. The Engineer will initiate cultural and biological resource reconnaissance surveys of the site, as necessary, at no cost to the Contractor. The Engineer will advise the Contractor of the expected time required to complete all surveys. If the proposed area is within 150 ft (45 m) of the highway right-of-way, a topographic map of the proposed site will be required as specified in Article 204.02."

80207

## CEMENT (BDE)

Effective: January 1, 2007

Revised: April 1, 2009

Revise Section 1001 of the Standard Specifications to read:

### "SECTION 1001. CEMENT

**1001.01 Cement Types.** Cement shall be according to the following.

- (a) Portland Cement. Acceptance of portland cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland cement shall be according to ASTM C 150, and shall meet the standard physical and chemical requirements. Type I or Type II may be used for cast-in-place, precast, and precast prestressed concrete. Type III may be used according to Article 1020.04, or when approved by the Engineer. All other cements referenced in ASTM C 150 may be used when approved by the Engineer.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. The total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. However, a cement kiln dust inorganic processing addition shall be limited to a maximum of 1.0 percent. Organic processing additions shall be limited to grinding aids that improve the flowability of cement, reduce pack set, and improve grinding efficiency. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust.

- (b) Portland-Pozzolan Cement. Acceptance of portland-pozzolan cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland-pozzolan cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IP may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The pozzolan constituent for Type IP shall be a maximum of 21 percent of the weight (mass) of the portland-pozzolan cement.

For cast-in-place construction, portland-pozzolan cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-

reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

- (c) Portland Blast-Furnace Slag Cement. Acceptance of portland blast-furnace slag cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IS portland blast-furnace slag cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The blast-furnace slag constituent for Type IS shall be a maximum of 25 percent of the weight (mass) of the portland blast-furnace slag cement.

For cast-in-place construction, portland blast-furnace slag cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.

- (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
- (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, 3200 psi (22,100 kPa) at 6.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
- (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.

(4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.

(5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to AASHTO T 161, Procedure B.

(e) Calcium Aluminate Cement. Calcium aluminate cement shall be used only where specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide ( $Al_2O_3$ ), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide ( $SO_3$ ), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

**1001.02 Uniformity of Color.** Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.

**1001.03 Mixing Brands and Types.** Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.

**1001.04 Storage.** Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

80166



## CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003

Revised: April 1, 2009

Replace the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

“(b) Admixtures. The use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted when approved by the Engineer. Admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(12). The Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted when determining an admixture dosage from this list. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources(s) and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. The Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overlay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

When determining water in admixtures for water/cement ratio, the Contractor shall calculate 70 percent of the admixture dosage as water, except a value of 50 percent shall be used for a latex admixture used in bridge deck latex concrete overlays.”

Revise Section 1021 of the Standard Specifications to read:

### “SECTION 1021. CONCRETE ADMIXTURES

**1021.01 General.** Admixtures shall be furnished in liquid form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable as to manufacturer and trade name of the material they contain.

Corrosion inhibitors will be maintained on the Department's Approved List of Corrosion Inhibitors. All other concrete admixture products will be maintained on the Department's

Approved List of Concrete Admixtures. For the admixture submittal, a report prepared by an independent laboratory accredited by the AASHTO Materials Reference Laboratory (AMRL) for Portland Cement Concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, for corrosion inhibitors the ASTM G 109 test information specified in ASTM C 1582 is not required to be from an independent lab. All other information in ASTM C 1582 shall be from an independent lab.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 5.65 cwt/cu yd (335 kg/cu m). Compressive strength test results for six months and one year will not be required.

Prior to the approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to AASHTO T 161, Procedure B. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

The manufacturer shall include in the submittal the following admixture information: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and the manufacturing range for pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM C 494. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to ASTM C 260.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, and 1021.07, the pH allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to ASTM C 494.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory accredited by AASHTO.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass).

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.

**1021.02 Air-Entraining Admixtures.** Air-entraining admixtures shall be according to AASHTO M 154.

**1021.03 Retarding and Water-Reducing Admixtures.** The admixture shall be according to the following.

- (a) The retarding admixture shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall be according to AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

**1021.04 Accelerating Admixtures.** The admixture shall be according to AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating).

**1021.05 Self-Consolidating Admixtures.** The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete mixture that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall be according to AASHTO M 194, Type F.

The viscosity modifying admixture shall be according to ASTM C 494, Type S (specific performance).

**1021.06 Rheology-Controlling Admixture.** The rheology-controlling admixture shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. The rheology-controlling admixture shall be according to ASTM C 494, Type S (specific performance).

**1021.07 Corrosion Inhibitor.** The corrosion inhibitor shall be according to one of the following.

- (a) Calcium Nitrite. The corrosion inhibitor shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution, and shall comply with the requirements of AASHTO M 194, Type C (accelerating).
- (b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582."

80094

## CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009

Revised: July 1, 2009

Diesel Vehicle Emissions Control. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls 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. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end

with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

If a Contractor or subcontractor accumulates three environmental deficiency deductions in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of contract time, waiver of penalties, or be grounds for any claim.

80237

## CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

80239



## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: January 1, 2010

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.

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. This determination is based on an assessment of the type of work, the location of the work, and the availability of

DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 2.00% 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 forth 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 may 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 web site at [www.dot.il.gov](http://www.dot.il.gov).

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The names and addresses of DBE firms that will participate in the contract;

- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document the good faith efforts of the bidder 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 commits sufficient commercially useful DBE work performance 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 commit 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 in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
  - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the 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 and 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 why good faith efforts have not been found.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after 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 and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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 it 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 or supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

**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.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. 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.
- (d) 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 reasonably 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) 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, must be signed and submitted.
- (f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then 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.
- (g) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- (h) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment 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 Regional 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 (j) of this part.
- (i) 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.

- | (j) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

80029

## EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Revised: January 2, 2008

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

“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).”

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

“(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.

- a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the “Equipment Watch Rental Rate Blue Book” (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate: 0.5 x (FHWA hourly rate - EOC).

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

- b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

All prices shall be agreed to in writing before the equipment is used."

80189

**LIQUIDATED DAMAGES (BDE)**

Effective: April 1, 2009

Revise the table in Article 108.09 of the Standard Specifications to read:

"Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 375	\$ 500
100,000	500,000	625	875
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,125	1,550
3,000,000	5,000,000	1,425	1,950
5,000,000	10,000,000	1,700	2,350
10,000,000	And over	3,325	4,650"

80230

**PAVEMENT MARKING REMOVAL (BDE)**

Effective: April 1, 2009

Add the following to the end of the first paragraph of Article 783.03(a) of the Standard Specifications:

“The use of grinders will not be allowed on new surface courses.”

80231

96

**PAVEMENT PATCHING (BDE)**

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

“In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area.”

80254

## **PAYMENTS TO SUBCONTRACTORS (BDE)**

Effective: June 1, 2000

Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

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

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

| 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

80022

09



**POST MOUNTING OF SIGNS (BDE)**

Effective: January 1, 2011

Revise the second paragraph of Article 701.14 of the Standard Specifications to read:

“Post mounted signs shall be a breakaway design. The sign shall be within five degrees of vertical. Two posts shall be used for signs greater than 16 sq ft (1.5 sq m) in area or where the height between the sign and the ground exceeds 7 ft (2.1 m).”

80268

**PRECAST CONCRETE HANDLING HOLES (BDE)**

Effective: January 1, 2007

Add the following to Article 540.02 of the Standard Specifications:

“(g) Handling Hole Plugs..... 1042.16”

Add the following paragraph after the sixth paragraph of Article 540.06 of the Standard Specifications:

“Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar, or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar.”

Add the following to Article 542.02 of the Standard Specifications:

“(ee) Handling Hole Plugs ..... 1042.16”

Revise the fifth paragraph of Article 542.04(d) of the Standard Specifications to read:

“Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation.”

Add the following to Article 550.02 of the Standard Specifications:

“(o) Handling Hole Plugs..... 1042.16”

Replace the fourth sentence of the fifth paragraph of Article 550.06 of the Standard Specifications with the following:

“Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation.”

Add the following to Article 602.02 of the Standard Specifications:

“(p) Handling Hole Plugs..... 1042.16(a)”

Replace the fifth sentence of the first paragraph of Article 602.07 of the Standard Specifications with the following:

“Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar.”

Add the following to Section 1042 of the Standard Specifications:

“**1042.16 Handling Hole Plugs.** Plugs for handling holes in precast concrete products shall be as follows.

- (a) Precast Concrete Plug. The precast concrete plug shall have a tapered shape and shall have a minimum compressive strength of 3000 psi (20,700 kPa) at 28 days.
- (b) Polyethylene Plug. The polyethylene plug shall have a “mushroom” shape with a flat round top and a stem with three different size ribs. The plug shall fit snugly and cover the handling hole.

The plug shall be according to the following.

Mechanical Properties	Test Method	Value (min.)
Flexural Modulus	ASTM D 790	3300 psi (22,750 kPa)
Tensile Strength (Break)	ASTM D 638	1600 psi (11,030 kPa)
Tensile Strength (Yield)	ASTM D 638	1200 psi (8270 kPa)

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

## **SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

80143

**TEMPORARY EROSION CONTROL (BDE)**

Effective: November 1, 2002

Revised: January 1, 2011

Add the following to Article 280.02 of the Standard Specifications to read:

- “(k) Filter Fabric ..... 1080.03
- “(l) Urethane Foam/Geotextile .....1081.15(i)”

Revise the third paragraph of Article 280.03 of the Standard Specifications to read:

“Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil disturbing activities at each area. These offsite systems shall be designed by the Contractor and be subject to the approval of the Engineer.”

Add the following paragraph after the third paragraph of Article 280.03 of the Standard Specifications:

“The temporary erosion and sediment control systems shown on the plans represent the minimum systems anticipated for the project. Conditions created by the Contractor’s operations, or for the Contractor’s convenience, which are not covered by the plans, shall be protected as directed by the Engineer at no additional cost to the Department. Revisions or modifications of the erosion and sediment control systems shall have the Engineer’s written approval.”

Revise Article 280.04(a) of the Standard Specifications to read:

- “(a) Temporary Ditch Checks. This system consists of the construction of temporary ditch checks to prevent siltation, erosion, or scour of ditches and drainage ways. Temporary ditch checks shall be constructed with products from the Department’s approved list, rolled excelsior, or with aggregate placed on filter fabric when specified. Filter fabric shall be installed according to the requirements of Section 282. Riprap shall be placed according to Article 281.04. Manufactured ditch checks shall be installed according to the manufacturer’s specifications. Spacing of ditch checks shall be such that the low point in the center of one ditch check is at the same elevation as the base of the ditch check immediately upstream. Temporary ditch checks shall be sufficiently long enough that the top of the device in the middle of the ditch is 6 in. (150 mm) lower than the bottom of the terminating ends of the ditch side slopes.

When rolled excelsior is used, each ditch check shall be installed and maintained such that the device is no less than 10 in. (250 mm) high at the point of overflow. Units installed at a spacing requiring a height greater than 10 in. (250 mm) shall be maintained at the height for the spacing at which they were originally installed.”

Revise the last sentence of the first paragraph Article 280.04(b) of the Standard Specifications to read:

“The barrier shall be constructed with rolled excelsior, silt filter fence, or urethane foam/geotextiles.”

Revise the last sentence of the first paragraph of Article 280.04(g) of the Standard Specifications to read:

“The temporary mulch cover shall be installed according to Article 251.03 except for any reference to seeding.”

Add the following to Article 280.04 of the Standard Specifications:

(h) Temporary Erosion Control Blanket. This system consists of temporarily installing erosion control blanket or heavy duty erosion control blanket over areas that are to be reworked during a later construction phase. Work shall be according to Article 251.04 except references to seeding and fertilizer shall not apply. When an area is to be reworked more than once, the blanket shall be carefully removed, properly stored, and then reinstalled over the same area.”

Revise Article 280.07(b) of the Standard Specifications to read:

“(b) Temporary Ditch Checks. This work will be measured for payment along the long axis of the device in place in feet (meters) except for aggregate ditch checks which will be measured for payment in tons (metric tons). Payment will not be made for aggregate in excess of 108 percent of the amount specified by the Engineer.”

Revise Article 280.07(f) of the Standard Specifications to read:

“(f) Temporary Mulch. This work will be measured for payment according to Article 251.05(b).”

Add the following to Article 280.07 of the Standard Specifications:

“(g) Temporary Erosion Control Blanket. This work will be measured for payment in place in square yards (square meters) of actual surface covered.

Add the following paragraph after the ninth paragraph of Article 280.07 of the Standard Specifications:

“Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment.”

Revise Article 280.08(b) of the Standard Specifications to read:

“(b) Temporary Ditch Checks. This work will be paid for at the contract unit price per foot (meter) for TEMPORARY DITCH CHECKS except for aggregate ditch checks which will be paid for at the contract unit price per ton (metric ton) for AGGREGATE DITCH CHECKS.”

Revise Article 280.08(f) of the Standard Specifications to read:

“(f) Temporary Mulch. Temporary Mulch will be paid for according to Article 251.06.”

Add the following to Article 280.08 of the Standard Specifications:

“(g) Temporary Erosion Control Blanket. Temporary Erosion Control Blanket will be paid for at the contract unit price per square yard (square meter) for TEMPORARY EROSION CONTROL BLANKET or TEMPORARY HEAVY DUTY EROSION CONTROL BLANKET.

The work of removing, storing, and reinstalling the blanket over areas to be reworked more than once will not be paid for separately but shall be included in the cost of the temporary erosion control blanket or temporary heavy duty erosion control blanket.”

Delete the tenth (last) paragraph of Article 280.08 of the Standard Specifications.

Revise the second sentence of the first paragraph of Article 1081.15(e) of the Standard Specifications to read:

“The upstream facing of the aggregate ditch check shall be constructed of gradation CA 3. The remainder of the ditch check shall be constructed of gradation RR 3.”

Revise Article 1081.15(f) of the Supplemental Specifications to read:

“(f) Rolled Excelsior. Rolled excelsior shall consist of an excelsior fiber filling totally encased inside netting and sealed with metal clips or knotted at the ends. The fiber density shall be a minimum of 1.24 lb/cu ft (20 kg/cu m) based on a moisture content of 22 percent at manufacturing. The netting shall be composed of a polyester or polypropylene material which retains 70 percent of its strength after 500 hours of exposure to sunlight. The maximum opening of the net shall be 1 x 1 in. (25 x 25 mm).”

Add the following to Article 1081.15 of the Standard Specifications:

“(i) Urethane Foam/Geotextile. Urethane foam/geotextile shall be triangular shaped having a minimum height of 10 in. (250 mm) in the center with equal sides and a minimum 20 in. (500 mm) base. The triangular shaped inner material shall be a low density urethane foam. The outer cover shall be a woven geotextile fabric placed around the inner material and allowed to extend beyond both sides of the triangle a minimum of 18 in. (450 mm).

(1) The geotextile shall meet the following properties:

Property	Value	Test Method
Grab Tensile Strength lb (N) (min.)	124 (550) min.	ASTM D 4632
Grab Elongation @ Brake (percent)	15 min.	ASTM D 4632
Burst Strength psi (kPa)	280 (1930) min.	ASTM D 3786
AOS (Sieve No.)	30 min.	ASTM D 4751
UV Resistance (500 hours) (percent)	80 min.	ASTM D 4355

(2) The urethane foam shall meet the following properties:

Property	Value	Test Method
Density lb/cu ft (kg/cu m)	1.0 ± 0.1 (16.0 ± 1.6)	ASTM D 3574
Tensile Strength psi (kPa)	10 (70) min.	ASTM D 3574
Elongation (percent)	125 min.	ASTM D 3574
Tear Resistance lb/in. (N/mm)	1.25 (0.22)	ASTM D 3574 <sup>9</sup>

80087



**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

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**ATTACHMENTS**

**A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)**

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4 and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement: "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

**2. EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees,

applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be

in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from

and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

Contractors shall obtain lists of DBE construction firms from SHA

personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of

DBE subcontractors or subcontractors with meaningful minority and

female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located

on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

#### 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the

contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

### 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

#### a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any

employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid

the full amount of fringe benefits listed on the wage determination

for the applicable classification. If the Administrator for the Wage

and Hour Division determines that a different practice prevails for

the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

#### b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration

withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or

permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

**V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

**1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

**2. Payrolls and Payroll Records:**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely

all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for submitting payroll copies of all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
- (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data

required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractors' own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in

surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

##### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*“Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.”*

#### **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or

subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal

is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions

and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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#### **2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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2. Where the prospective primary participant is unable to certify



**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY  
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

**NOTICE**

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.state.il.us/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.