### **BID PROPOSAL INSTRUCTIONS**

**ABOUT IDOT PROPOSALS:** All proposals are potential bidding proposals. Each proposal contains all certifications and affidavits, a proposal signature sheet and a proposal bid bond.

### **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.

### 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.

### **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 124) 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.

### WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124) 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 and the Chief Procurement Officer 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 to Bid or Not For Bid Report within a reasonable time of complete and correct original document submittal should contact the Department as to the status. 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 bidder'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 or revision will be included with the Electronic Plans and Proposals. 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 service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <a href="http://www.dot.il.gov/desenv/delett.html">http://www.dot.il.gov/desenv/delett.html</a> 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 <a href="mailto:DOT.D&Econtracts@illlinois.gov">DOT.D&Econtracts@illlinois.gov</a>

Technical questions about downloading these files may be directed to Tim Garman at (217)524-1642 or <a href="mailto:Timothy.Garman@illinois.gov">Timothy.Garman@illinois.gov</a>.

### STANDARD GUIDELINES FOR SUBMITTING BIDS

- All pages should be single sided.
- Use the Cover Page that is provided in the Bid Proposal (posted on the IDOT Web Site) as the first page of your submitted bid. It has the item number in large bold type in the upper left-hand corner and lines provided for your company name and address in the upper right-hand corner.
- Do not use report covers, presentation folders or special bindings and do not staple multiple times on left side like a book. Use only 1 staple in the upper left hand corner. Make suer all elements of your bid are stapled together including the bid bond or guaranty check (if required).
- Do not include any certificates of eligibility, your authorization to bid, Addendum Letters or affidavit of availability.
- Do not include the Subcontractor Documentation with your bid (pages i iii and pages a g). This documentation is required only if you are awarded the project.
- Use the envelope cover sheet (provided with the proposal) as the cover for the proposal envelope.
- Do not rely on overnight services to deliver your proposal prior to 10 AM on letting day. It will not be read if it is delivered after 10 AM.
- Do not submit your Substance Abuse Prevention Program (SAPP) with your bid. If you are awarded the contract this form is to be submitted to the district engineer at the pre-construction conference.

### **BID SUBMITTAL CHECKLIST**

Cover page (the sheet that has the item number on it) – This should be the first page of your bid proposal, followed by your bid (the Schedule of Prices/Pay Items). If you are using special software or CBID to generate your schedule of prices, do not include the blank pages of the schedule of prices that came with the proposal package.
☐ Page 4 (Item 9) — Check "YES" if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank.
After page 4 – Insert the following documents: The Illinois Office Affidavit (Not applicable to federally funded projects) followed by Cost Adjustments for Steel, Bituminous and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don't know where it goes, put it after page 4.
☐ Page 10 (Paragraph J) – Check "YES" or "NO" whether your company has any business in Iran.
☐ Page 10 (Paragraph K) — (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category Your bid will not be read if this is not completed. Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.
☐ Page 11 (Paragraph L) – A copy of your State Board of Elections certificate of registration is no longer required with your bid.
☐ Page 11 (Paragraph M) – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.
☐ Page 12 (Paragraph C) – This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each completed Form A.
Pages 14-17 (Form A) – One Form A (4 pages) is required for each applicable person in your company. Copies of the forms can be used and only need to be changed when the information changes. The certification signature and date must be original for each letting. Do not staple the forms together. If you answered "NO" to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.
Page 18 (Form B) - If you check "YES" to having other current or pending contracts it is acceptable to use the phrase, "See Affidavit of Availability on file". Ownership Certification (at the bottom of the page) - Check N/A if the Form A(s) you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A(s) you submitted is not correct and you will be required to submit a revised Form A.
☐ <b>Page 20 (Workforce Projection)</b> – Be sure to include the Duration of the Project. It is acceptable to use the phrase "Per Contract Specifications".

☐ <b>Proposal Bid Bond</b> – (Insert after the proposal signature page) Submit you using the current Proposal Bid Bond form provided in the proposal package. the Proposal Bid Bond. If you are using an electronic bond, include your bid the Proof of Insurance printed from the Surety's Web Site.	The Power of Attorney page should be stapled to
☐ <b>Disadvantaged Business Utilization Plan and/or Good Faith Effort</b> – T Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SB documentation of a Good Faith Effort, it is to follow the SBE Forms.	
The Bid Letting is now available in streaming Audio/Video from the IDOT the main page of the current letting on the day of the Letting. The stream will bids does not begin until approximately 10:30 AM.	<b>T Web Site.</b> A link to the stream will be placed on not begin until 10 AM. The actual reading of the
Following the Letting, the As-Read Tabulation of Bids will be posted by the en Web page for the current letting.	nd of the day. You will find the link on the main
QUESTIONS: pre-letting up to execution of the contract	
Contractor pre-qualification	217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE)	
Contracts, Bids, Letting process or Internet downloads	
Estimates Unit	
Aeronautics	
IDNR (Land Reclamation, Water Resources, Natural Resources)	217-782-6302
QUESTIONS: following contract execution	
Subcontractor documentation, payments	217-782-3413
Railroad Insurance	217-785-0275

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Proposal Subr	nitted By	
Name		
Address		
City		

### Letting February 28, 2014

### 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.

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL** 

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



Springfield, Illinois 62764

Contract No. 63768
COOK County
Section 12-00079-00-SW (Broadview)
Route FAP 347 (Roosevelt Road)
Project M-4003(114)
District 1 Construction Funds

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

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

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**PROPOSAL** 

### TO THE DEPARTMENT OF TRANSPORTATION

1.	Proposal of
Та	xpayer Identification Number (Mandatory)
	For the improvement identified and advertised for bids in the Invitation for Bids as:
	Contract No. 63768

Contract No. 63768
COOK County
Section 12-00079-00-SW (Broadview)
Project M-4003(114)
Route FAP 347 (Roosevelt Road)
District 1 Construction Funds

Project consists of the removal of the existing sidewalk, curb and gutter, driveway aprons, storm sewers and drainage structures, decorative street lights, tree grates, trees and all other incidental items to complete the work on FAP Route 347 (Roosevelt Road) from 23rd Avenue to 17th Avenue in the Village of Broadview. // i ; includes 140 unit tree removal; 500 cu yd earth excavation; 3,300 sq yd aggregate subgrade improvement; 600 sg yd aggregate base course; 3,300 sg yd PCC base course; 2,500 ton aggregate for temporary access; 400 gal bituminous materials (prime coat); 300 ton leveling binder (machine method); 800 sq yd HMA surface removal; 600 ton HMA surface course; 600 ton incidental HMA surfacing; 6,800 sq yd protective coat; 53,000 sq ft PCC sidewalk; 3,300 sq vd pavement removal; 4,400 ft combination curb and gutter removal; 49,000 sq ft sidewalk removal; 2,200 tie bars; 30 frames and lids; 25 removing inlets; 1,150 cu yd non-special waste disposal; 205 ft metal post; 2,475 ft thermoplastic pavement marking line; 400 ft underground conduit, galvanized steel: 4.000 ft unit duct: 200 light pole foundations: 17 removal of lighting units: 21 removal of pole foundations; 1 removal of lighting controller; 25 trees; 168 shrubs; 800 sq yd HMA surface removal; 39 inlets; 4,400 ft combination concrete curb and gutter; 20 luminaires, street lighting; 600 lb ductile iron fittings and accessories; 565 ft planter curb; 2,600 ft storm sewers; traffic control and protection; federally funded; (LRSP). //j (Job No. C-91-048-13) //h (1-21315-0000)(1-21315-0010) //P (Local Roads Job)

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 will govern performance and payments.

- 3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned bidder 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 bid proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned bidder 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, or as specified in the special provisions, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
- 5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>A</u>	mount o	of Bid	Proposal <u>Guaranty</u>	<u>Am</u>	ount c		roposal luaranty
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\$	3400,000
\$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\$	000,008
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000\$	3900,000
\$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 bid proposals will be made payable to the Treasurer, State of Illinois.

If a combination bid is submitted, the proposal guaranties which accompany the individual bid 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 will fail to execute a contract bond as required herein, it is hereby	y agreed that the amount of	the proposal guaranty will become the
property of the State of Illinois, and shall be considered as payment of damages due	e to delay and other causes	s suffered by the State because of the
failure to execute said contract and contract bond; otherwise, the bid bond will bec	ome void or the proposal	guaranty check will be returned to the
undersigned.		

undersigned.		sine told of the proposal guaranty officer, will be foldined to the
Attach Cashier's C	heck or Certif	ied Check Here
In the event that one proposal guaranty check is intended to cover two of the proposal guaranties which would be required for each individual proposal, state below where it may be found.		
The proposal guaranty check will be found in the bid proposal for:	Item	
	Section No.	
	County	

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

6.	following the comb proportion	combination bid not to the total contraction to the bic contraction	OS. The undersigned bidder further agrees that if awarded the on, he/she will perform the work in accordance with the requirement specified in the schedule below, and that the combination bid is submitted for the same. If an error is found to exist in the gross a combination, the combination bid shall be corrected as provide	ents of each individual contract comprising shall be prorated against each section in s sum bid for one or more of the individual
			combination bid is submitted, the schedule below must be cong the combination.	mpleted in each proposal
			te bids are submitted for one or more of the sections compri- tion bid must be submitted for each alternate.	sing the combination, a
			Schedule of Combination Bids	
Со	mbination No.	l	Sections Included in Combination	Combination Bid Dollars Cents
	110.		Geotions included in Combination	Donais Cents
7.	schedule all extens schedule is an erro will be man The sche provided	of prices f sions and are approx or in the ex ade only for eduled qual elsewhere	RICES. The undersigned bidder submits herewith, in accordant or the items of work for which bids are sought. The unit prices I summations have been made. The bidder understands that ximate and are provided for the purpose of obtaining a gross surtension of the unit prices, the unit prices will govern. Payment to ractual quantities of work performed and accepted or materials ntities of work to be done and materials to be furnished may be in the contract.	bid are in U.S. dollars and cents, and the quantities appearing in the bid in for the comparison of bids. If there is the contractor awarded the contract is furnished according to the contract. Increased, decreased or omitted as
8.	500/20-43	3) provides	O BUSINESS IN ILLINOIS. Section 20-43 of the Illinois Proceeds that a person (other than an individual acting as a sole proprieto state of Illinois prior to submitting the bid.	
9.	Departme and make Purchasin Neither	ent procure e payments ng Officer the CPO i	CONTRACT: The Department of Transportation will, in accements, execute the contract and shall be the sole entity having a under the contract. Execution of the contract by the Chief Pro (SPO) is for approval of the procurement process and execution or the SPO shall be responsible for administration of the coment there under except as otherwise permitted in the Code.	the authority to accept performance ocurement Officer (CPO) or the State n of the contract by the Department.
10.	The serv	ices of a s	subcontractor will be used.	
			′es □ lo □	
	their		contractors with subcontracts with an annual value of more than fress, general type of work to be performed, and the dollar allocat 0-120)	

-4-

STATE JOB #- C-91-048-13 PPS NBR -

COOK NAME CODE

DIST 01

SECTION NUMBER 12-00079-00-SW (BROADVIEW)

PROJECT NUMBER M-4003/114/000

ROUTE FAP 347

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63768

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# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63768

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NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS CENTS	TOTAL PRICE DOLLARS CTS
606420	MB CC&G TB6.12 SPL	00	00.000	- 11	
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82104	UM SL HPS 250W 240V	EACH	20.000	1 1 1 1 1 1 1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
0004002	BOLLARDS	EACH	9.000	 	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
0004544	HMA DRIVWY PAVT REM	SQ YD	300.000		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
0030850	TEMP INFO SIGNING	SQFT	115.000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 1 1 1 1
0033	MAINTAIN LIGHTING SYS	CAL MO	12.00	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 1
0056644	SS 1 WAT MN 8	FOOT	2,600.000	1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
076600	TRAINEES	HOUR	1,000	0.80	800.00
0076604	TRAINEES TPG	HOUR	,000.000	15.00	15,000.00
0100210	TREE REMOV OVER 15	CNIT	140.000		! ! ! ! ! ! ! !
0101100	TREE TRUNK PROTECTION	EACH	3.000		
0101200	TREE ROOT PRUNING	EACH	3.000	1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
0200	EARTH EXCAVATION	· -< i	00.00		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
00150	TRENCH BACKFILL	CU YD	0.000	- II -	, , , , , , , , , , , , , , , , , , ,

7	JADVIEW)	
TRACT NUMBE	ILLINOIS DEPARTMENT OF TRANSPORTATION	

I TEM NUMBER	PAY ITEM DESCRIPTION	MEASURE	QUANTITY	UNIT PRICE TOTAL PRICE DOLLARS CENTS DOLLARS CTS
110161	SOIL F & P 4	SQ YD	.000	- 11
50004	NITROGEN FERT NUTR	POUND	2.000	- 11
5000500	PHOSPHORUS FERT NUTR	POUND	2.000	- 11 11 1 1 1 1 1 1 1 1 1 1 1 1 1
500060	POTASSIUM FERT NUTR	POUND	2.000	- II - II - II II II II II II II II II I
5200100	SODDING	SQ YD	100.000	- II - I
8000510	INLET FILTERS	EACH	53.000	- II
03001	AGG SUBGRADE IMPR 12	SQ YD	3,300.000	
510230	GG BASE CSE B 11	Q   ~	600.00	
5300300	PCC BSE CSE 8	SQ YD	3,300.000	
0201000	AGGREGATE-TEMP ACCESS	TON	2,500.000	- 11
060010	MATLS PR CT	GALLON	400.00	1
060030	AGG PR CT	TON	20.000	
060063	LEV BIND MM N70	70	00.0	11
600	MA SURF REM B	SQ	0.000	
060334	HMA SC "D" N70	TON	00.000	1

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63768

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I TEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL PRICE DOLLARS CENTS DOLLARS CTS
080005	INCIDENTAL HMA SURF	10	600.000	- 11
210130	PROTECTIVE COAT	SQ YD	6,800.000	- X - II
2300400	PCC DRIVEWAY PAVT 8	SQ YD	80.000	- X - II
0200	CONC SIDEWALK 5	SQ FT	53,000.000	- X - II
2400800	DETECTABLE WARNINGS	SQ FT	300.000	- 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
4000100	AVEMENT REM	SQ YD	3,300.000	
4000200	DRIVE PAVEMENT REM	SQ YD	140.000	
4000500	COMB CURB GUTTER REM	FOOT	4,400.000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
4000600	SIDEWALK REM	SQ FT	49,000.000	
4213204	TIE BARS 3/4	EACH	2,200.000	
6103000	D I WATER MAIN 6	FOOT	60.000	                 
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# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63768

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ı	14	ECMS002 DTGECM03 ECMR003 PAGE

I TEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF     MEASURE	QUANTITY	UNIT PRICE TOTAL PRIC	CECTS
026570	VV ADJUST	EACH	0.000	- 11 —	
0406000	FR & LIDS T1 OL	AC	. 000	- X -	! ! !
0406100	FR & LIDS T1 CL	EAC	00		! ! !
0500050	REMOV CATCH BAS	EAC	0.000	- X - I - I - I - I - I - I - I - I - I	! ! !
0500060	REMOV INLETS	EACH	.000		; ; ;
0600605	CONC CURB TB	F00	0.000	- X - I - I - I - I - I - I - I - I - I	
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# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63768

TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE PRICES RUN DATE - 01/24/14 RUN TIME - 183116

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FAP 347 12-00079-00-SW COOK (BROADVIEW)

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63768

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 01/24/14 RUN TIME - 183116

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- EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.
- . N 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.
- ω. IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE.
- 4.  $\triangleright$ BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN.

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

### I. GENERAL

- **A.** Article 50 of the Code establishes the duty of all State CPOs, SPOs, 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 CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

	I acknowledge.	understand and	accept these	terms and	conditions.
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### 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

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 State 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 State 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.

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. Information concerning the exemption process is available from the Department upon request.

### B. Negotiations

Section 50-15. Negotiations.

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.

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

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.

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

Section 50-30. Revolving door prohibition.

CPOs, SPOs, 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.

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

Section 50-40. Reporting anticompetitive practices.

When, for any reason, any vendor, bidder, contractor, CPO, SPO, 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 CPO.

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

Section 50-45. Confidentiality.

Any CPO, SPO, 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.

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.

### G. Insider Information

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.

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.

☐ I acknowledge, understand and accept these terms and conditions for the above assurances.

### **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 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 CPO 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

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 2012.
- (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 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 CPO 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.

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

### B. Felons

Section 50-10. Felons.

- (a) 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.
- (b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the 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 CPO may declare the related contract void if any of the certifications required by this Section are false.

### C. Debt Delinquency

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 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 CPO 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

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 Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontract is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO 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 500/50-14 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 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 CPO may declare the contract void if this certification is false.

### F. Educational Loan

Section 3 of the Educational Loan Default Act provides 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.

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

Section 33E-11 of the Criminal Code of 2012 provides:

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

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

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

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

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

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

### I. Drug Free Workplace

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.

The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace in compliance with the provisions of the

### J. Disclosure of Business Operations in Iran

Section 50-36 of the 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 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 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 appro	priate 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 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.

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

Sections 20-160 and 50-37 of the 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 Code, and that it makes the following certification:

The undersigned bidder 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. If the business entity is required to register, the CPO shall verify that it is in compliance on the date the bid or proposal is due. The CPO shall not accept a bid or proposal if the business entity is not in compliance with the registration requirements.

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 Code. This provision does not apply to Federal-aid contracts.

### M. Lobbyist Disclosure

Section 50-38 of the 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 CPO 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 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:
	l address of person:ees, compensation, reimbursements and other remuneration paid to said person:
☐ Lackn	owledge, understand and accept these terms and conditions for the above certifications.

### 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 CPO may void the bid, or contract, 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 Code. Furthermore, the CPO 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 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 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 200 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. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **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 200 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 <u>per person per bid</u> 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 <u>NOT APPLICABLE STATEMENT</u> of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

### 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 <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> 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.

### **ILLINOIS DEPARTMENT** OF TRANSPORTATION

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

Contractor Name		
Legal Address		
O'the Otate 7's		
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 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)

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

- 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 ves, 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 Yes \_\_\_No \_\_ Toll Highway Authority?
- 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.

3.	If you are currently appointed to or employed by any agency of the Salary exceeds 60% of the annual salary of the Governor, are you e (i) more than 7 1/2% of the total distributable income of your firm corporation, or (ii) an amount in excess of 100% of the annual salary	ntitled to receive n, partnership, association or
4.	If you are currently appointed to or employed by any agency of the Salary exceeds 60% of the annual salary of the Governor, are you a or minor children entitled to receive (i) more than 15% in aggregate of your firm, partnership, association or corporation, or (ii) an amour salary of the Governor?	nd your spouse of the total distributable income
	employment of spouse, father, mother, son, or daughter, including con previous 2 years.	
If your	answer is yes, please answer each of the following questions.	YesNo
1.	Is your spouse or any minor children currently an officer or employee Board or the Illinois State Toll Highway Authority?	of the Capitol Development YesNo
2.	Is your spouse or any minor children currently appointed to or employ of Illinois? If your spouse or minor children is/are currently appointed agency of the State of Illinois, and his/her annual salary exceeds 60 annual salary of the Governor, provide the name of the spouse and/of the State agency for which he/she is employed and his/her annual	d to or employed by any 0% of the or minor children, the name
3.	If your spouse or any minor children is/are currently appointed to or estate of Illinois, and his/her annual salary exceeds 60% of the annual are you entitled to receive (i) more than 71/2% of the total distributable firm, partnership, association or corporation, or (ii) an amount in excannual salary of the Governor?	I salary of the Governor, e income of your
4.	If your spouse or any minor children are currently appointed to or er State of Illinois, and his/her annual salary exceeds 60% of the annual and your spouse or any minor children entitled to receive (i) more that aggregate of the total distributable income from your firm, partnership (ii) an amount in excess of two times the salary of the Governor?	salary of the Governor, are you an 15% in the
		Yes No
unit of	e status; the holding of elective office of the State of Illinois, the govern government authorized by the Constitution of the State of Illinoic currently or in the previous 3 years.	
	nship to anyone holding elective office currently or in the previous 2 ye daughter.	ears; spouse, father, mother, YesNo
Americ of the S	tive office; the holding of any appointive government office of the State a, or any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in exceptage of that office currently or in the previous 3 years.	State of Illinois or the statues
	nship to anyone holding appointive office currently or in the previous 2 daughter.	years; spouse, father, mother, YesNo
(g) Employ	yment, currently or in the previous 3 years, as or by any registered lob	byist of the State government. YesNo

son, or daughter.	YesNo
(i) Compensated employment, currently or in the previous committee registered with the Secretary of State or any caction committee registered with either the Secretary of State or any or action committee registered with either the Secretary of State or any or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary or action committee registered with either the secretary or action committee registered with either the secretary or action committee registered wit	county clerk of the State of Illinois, or any political
(j) Relationship to anyone; spouse, father, mother, son, or clast 2 years by any registered election or re-election comcounty clerk of the State of Illinois, or any political action State or the Federal Board of Elections.	mittee registered with the Secretary of State or any committee registered with either the Secretary of
	Yes No
Communication Disclosure.	
Section 2 of this form, who is has communicated, is comemployee concerning the bid or offer. This disclosure is a	ner agent of the bidder or offeror who is not identified in municating, or may communicate with any State officer or continuing obligation and must be promptly supplemented erm of the contract. If no person is identified, enter "None"
Name and address of person(s):	

3.

**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:	
Trace of dississance.	
ADDITO ADI E CTATEMENT	
APPLICABLE STATEMENT  This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Un	dor
penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of knowledge.	
Completed by:	
Signature of Individual or Authorized Representative Date	
NOT APPLICABLE STATEMENT	<u>.</u>
Under penalty of perjury, I have determined that no individuals associated with this organization the criteria that would require the completion of this Form A.	n meet
This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page	е.
Signature of Authorized Representative Date	_

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

### ILLINOIS DEPARTMENT OF TRANSPORTATION

### Form B Other Contracts & Financial 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 information shall become part of the n excess of \$25,000, and for all open-en DISCLOSURE OF OTHE	publicly available contract file. This Fo	rm B must be completed for bids
Identifying Other Contracts & Prochas any pending contracts (including lease)	curement Related Information. The Bases), bids, proposals, or other ongoinges No	IDDER shall identify whether it procurement relationship with
2. If "Yes" is checked. Identify each s information such as bid or project numb INSTRUCTIONS:		nois agency name and other descriptive ry). SEE DISCLOSURE FORM
THE F	FOLLOWING STATEMENT MUST BE	CHECKED
	Signature of Authorized Representative	Date
	OWNERSHIP CERTIFICATION	<u>ON</u>
Please certify that the following sta	atement is true if the individuals for all	submitted Form A disclosures do not total
	interest is held by individuals receivistributive income or holding less than a	ing less than \$106,447.20 of the bidding a 5% ownership interest.
☐ Yes ☐ No ☐ N	/A (Form A disclosure(s) established 10	00% ownership)

### **SPECIAL NOTICE TO CONTRACTORS**

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

### CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



Contract No. 63768 COOK County Section 12-00079-00-SW (Broadview) Project M-4003(114) Route FAP 347 (Roosevelt Road) District 1 Construction Funds

PART I. IDENTIFIC	ATION																	
Dept. Human Rights	s #						_ Du	ration	of Proj	ect: _								
Name of Bidder:																		
PART II. WORKFO A. The undersigned which this contract wo projection including a	bidder h	as analyz e perform	ed mir ed, an	d for th d fema	ne locat	ions fro	m which	ch the b	idder re	ecruits	employe	ees, and h	ereb	y subm	its the fol	lowi cor	ng workfo	n orce
		TOTA	AL Wo	rkforce	Projec	tion for	Contra	act						(	CURRENT			S
				MIN	ORITY	EMPLO	YEES			TRA	AINEES						SIGNED RACT	
JOB CATEGORIES	_	TAL OYEES F	BL/	ACK F	HISP.	ANIC	_	HER IOR. F	APPI TIC			HE JOB INEES F			OTAL OYEES F		MINC EMPLO M	RITY DYEES F
OFFICIALS (MANAGERS)	IVI	Г	IVI	Г	IVI	Г	IVI	Г	IVI	Г	IVI			IVI	Г		IVI	Г
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
Т		BLE C	oiootio	n for C	`antraat				7			FOF	R DE	PARTN	MENT USE	10	NLY	
EMPLOYEES IN	TO EMPL	aining Pro TAL OYEES	BL	ACK	HISF	ANIC	MII	THER NOR.										
TRAINING APPRENTICES	М	F	М	F	М	F	М	F	-									
ON THE JOB TRAINEES																		

Notes Ossilvatostiana an oss

\*Other minorities are defined as Asians (A) or Native Americans (N).

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

Note: See instructions on page 2

BC 1256 (Rev. 12/11/07)

Contract No. 63768 COOK County Section 12-00079-00-SW (Broadview) Project M-4003(114) Route FAP 347 (Roosevelt Road) District 1 Construction Funds

### PART II. WORKFORCE PROJECTION - continued

B.	B. Included in "Total Employees" under Table A is the total number of <b>new hires</b> 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 lo new hires would	cated; and/or (number)	ea in which the bidder's principal		
	office or base of operation is located.		·		
C.	Included in "Total Employees" under Table A is a project undersigned bidder as well as a projection of numbers of				
	The undersigned bidder estimates that (number) be directly employed by the prime contractor and that (number) employed by subcontractors.	umber)	persons will be		
PART II	III. AFFIRMATIVE ACTION PLAN				
	The undersigned bidder understands and agrees that i utilization projection included under <b>PART II</b> is determine in any job category, and in the event that the undersign commencement of work, develop and submit a writte (geared to the completion stages of the contract) who utilization are corrected. Such Affirmative Action Plant the <b>Department of Human Rights</b> .	ed to be an underutilizati ined bidder is awarded in in Affirmative Action Pla nereby deficiencies in n	ion of minority persons or women this contract, he/she will, prior to an including a specific timetable ninority and/or female employee		
	The undersigned bidder understands and agrees that the submitted herein, and the goals and timetable included uto be part of the contract specifications.				
Compa	pany	Telephone Numb	er		
Addres					
	NOTICE REGARDIN	G SIGNATURE			
	Bidder's signature on the Proposal Signature Sheet will constitut completed only if revisions are required.	e the signing of this form.	The following signature block needs		
Signatu	uture:	Title:	Date:		
Instruction	tions: All tables must include subcontractor personnel in addition to	prime contractor personnel.			
Table A	A - Include both the number of employees that would be hired (Table B) that will be allocated to contract work, and include should include all employees including all minorities, apprentic	all apprentices and on-the-job	trainees. The "Total Employees" column		
Table B	<ul> <li>Include all employees currently employed that will be allocate currently employed.</li> </ul>	d to the contract work including	g any apprentices and on-the-job trainees		
Table C	C - Indicate the racial breakdown of the total apprentices and on-	the-job trainees shown in Table	e A.		
			DO 1050 (D 10111107)		

### **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. <u>CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:</u>

1.	Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES NO
2.	If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES NO

Contract No. 63768
COOK County
Section 12-00079-00-SW (Broadview)
Project M-4003(114)
Route FAP 347 (Roosevelt Road)
District 1 Construction Funds

### PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Business Address	
	Firm Name	
	Ву	
(IF A CO-PARTNERSHIP)	Business Address	
		Name and Address of All Members of the Firm:
	Corporate Name	
	Ву	Signature of Authorized Representative
(IF A CORPORATION)		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	Rusiness Address	•
SECOND PARTY SHOULD SIGN BELOW)	Dusilless Address	
	Corporate Name	
(IF A JOINT VENTURE)	•	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
		Typed of printed name and the of Authorized Representative
	Attest	Observation
		Signature
	Business Address	
If more than two parties are in the joint venture, p	please attach an addit	ional signature sheet.

# **Return with Bid**



# Division of Highways Annual Proposal Bid Bond

This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on	and shall be valid until 11:59 PM (CDST).
KNOW ALL PERSONS BY THESE PRESENTS, That We	
as PRINCIPAL, and	
price, or for the amount specified in the bid proposal under "	ne STATE OF ILLINOIS in the penal sum of 5 percent of the total bid 'Proposal Guaranty" in effect on the date of the Invitation for Bids, d STATE OF ILLINOIS, for the payment of which we bind ourselves,
	SUCH that whereas, the PRINCIPAL may submit bid proposal(s) to tof Transportation, for various improvements published in the e.
the time and as specified in the bidding and contract document into a contract in accordance with the terms of the bidding ar coverages and providing such bond as specified with good and the prompt payment of labor and material furnished in the prosenter into such contract and to give the specified bond, the P penalty hereof between the amount specified in the bid propo	d proposal(s) of the PRINCIPAL; and if the PRINCIPAL shall, within its; and if, after award by the Department, the PRINCIPAL shall enter and contract documents including evidence of the required insurance I sufficient surety for the faithful performance of such contract and for secution thereof; or if, in the event of the failure of the PRINCIPAL to RINCIPAL pays to the Department the difference not to exceed the sal and such larger amount for which the Department may contract oposal, then this obligation shall be null and void, otherwise, it shall
preceding paragraph, then Surety shall pay the penal sum to t Surety does not make full payment within such period of time	PAL has failed to comply with any requirement as set forth in the he Department within fifteen (15) days of written demand therefor. If e, the Department may bring an action to collect the amount owed. If attorney's fees, incurred in any litigation in which it prevails either in
In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer day of A.D.,	In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer  day of A.D.,
(Company Name)	(Company Name)
Ву	Ву
(Signature and Title)	(Signature of Attorney-in-Fact)
Notary for PRINCIPAL	Notary for SURETY
STATE OF	STATE OF
COUNTY OF	COUNTY OF
Signed and attested before me on (date)	Signed and attested before me on (date)
by	
(Name of Notary Public)	(Name of Notary Public)
(Seal) (Signature of Notary Public)	(Seal) (Signature of Notary Public)
(Date Commission Expires)	(Date Commission Expires)

signing the proposal(s) 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.

In lieu of completing the above section of the Annual Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By

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

This bond may be terminated, at Surety's request, upon giving not less than thirty (30) days prior written notice of the cancellation/termination of the bond. Said written notice shall be issued to the Illinois Department of Transportation, Chief Contracts Official, 2300 South Dirksen Parkway, Springfield, Illinois, 62764, and shall be served in person, by receipted courier delivery or certified or registered mail, return receipt requested. Said notice period shall commence on the first calendar day following the Department's receipt of written cancellation/termination notice. Surety shall remain firmly bound to all obligations herein for proposals submitted prior to the cancellation/termination. Surety shall be released and discharged from any obligation(s) for proposals submitted for any letting or date after the effective date of cancellation/termination.

# Illinois Department of Transportation

# **Return with Bid**

# Division of Highways Proposal Bid Bond

			Item No.		
			Letting [	Date	
(NOW ALL PERSONS BY THE	ESE PRESENTS, That V	We			
as PRINCIPAL, and					
he amount specified in the bid	proposal under "Propos	sal Guaranty" in	TATE OF ILLINOIS in the penal s effect on the date of the Invitation of which we bind ourselves, our h	n for Bids, whichever is t	the lesser sum, well
			hat whereas, the PRINCIPAL has rovement designated by the Trans		
specified in the bidding and co with the terms of the bidding ar with good and sufficient surety prosecution thereof; or if, in the pays to the Department the diffe	ntract documents; and nd contract documents in for the faithful perform e event of the failure of erence not to exceed the tract with another party	if, after award to ncluding evident nance of such of the PRINCIPAL penalty hereof	osal of the PRINCIPAL; and if the py the Department, the PRINCIPA ce of the required insurance cover contract and for the prompt payor to enter into such contract and between the amount specified in work covered by said bid proposal	AL shall enter into a con grages and providing suc- ment of labor and mater to give the specified bo the bid proposal and suc-	ntract in accordance the bond as specified rial furnished in the nd, the PRINCIPAL the larger amount for
hen Surety shall pay the pena	l sum to the Departme Department may bring a	nt within fifteen an action to coll	ailed to comply with any requirem (15) days of written demand the lect the amount owed. Surety is lither in whole or in part.	refor. If Surety does not	make full payment
n TESTIMONY WHEREOF caused this instrument to be day of			In TESTIMONY WHEREC instrument to be signed by day of	y its officer	has caused this D.,
	NI )			N. N.	
	pany Name)		`	company Name)	
By(Sign	nature and Title)		By(Signal	ature of Attorney-in-Fa	act)
Notary for PRINCIPAL	iataro ana mio,		Notary for SURETY	atoro or Attornoy in Te	201)
•			-		
STATE OF COUNTY OF			STATE OF COUNTY OF		
Signed and attested before by	me on	(date)	Signed and attested befor	e me on	(date)
(Name of	Notary Publid)		(Nam	e of Notary Public)	
Seal)			(Seal)		
oodi)	(Signature of Not	ary Public)	(Coul)	(Signature of I	Notary Public)
	(Date Commission	on Expires)		(Date Commis	ssion Expires)
	nsuring the identified	electronic bio	nd form, the Principal may file d bond has been executed a bond as shown above.		
Electronic Bid Bond ID #	Company	y/Bidder Name	<u> </u>	Signature and Title	1



## **DBE Utilization Plan**

# (1) Policy

It is public policy that disadvantaged 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

Date

The contractor agrees to ensure that disadvantaged 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) Pro	ject and Bid Identification			
Complet	te the following information concerning the project and bid:			
Route		Total Bid		_
Section		Contract DBE Goal		
Project			(Percent)	(Dollar Amount)
County				
Letting [	Date			
Contrac	t No.			
Letting I	Item No.			
(4) Ass	surance			
	in my capacity as an officer of the undersigned bidder (or bidding company: (check one)  Meets or exceeds contract award goals and has provided do Disadvantaged Business Participation percent  Attached are the signed participation statements, forms SBE use of each business participating in this plan and assuring the work of the contract.  Failed to meet contract award goals and has included good for provided participation as follows:  Disadvantaged Business Participation percent  The contract goals should be accordingly modified or waiv support of this request including good faith effort. Also a required by the Special Provision evidencing availability and	cumented participation as fort  2025, required by the Spectat each business will perfort aith effort documentation to the ed. Attached is all informattached are the signed participation.	cial Provision evident a commercial meet the goals a stion required by articipation state	dencing availability and ly useful function in the and that my company has the Special Provision in the ments, forms SBE 2025,
	business will perform a commercially useful function in the wo			
Bv	Company	The "as read" Low Bidder is re		•
•		Submit only one utilization pla submitted in accordance with		
Title		Bureau of Small Business Ent	erprises	Local Let Projects

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the purpose as outlined under 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 Manager Center.

2300 South Dirksen Parkway

Springfield, Illinois 62764

Submit forms to the

Local Agency

(P)	Illinois Department of Transportation		D	BE Participatio	n Statement
Subcontract	tor Registration		L	etting	
Participation	on Statement		lt	em No.	
(1) Instruct	ions		C	Contract	
be submitte	nust be completed for each disadvantaged bused in accordance with the special provision and pace is needed complete an additional form for	d will be attached			
(2) Work					
Pay Item No.	Description	Qı	ıantity	Unit Price	Total
		·		Total	
	Payment Items he above items which are partial pay items, sp	pecifically describ	e the wo	rk and subcontrac	t dollar
has agreed execute a statement nutrition that comple	igned certify that the information included her I to perform a commercially useful function contract with the prime contractor. The unay be made without prior approval from the ste and accurate information regarding actual posided to the Department.	in the work of t ndersigned furth Department's Bu	he contra er under Ireau of S on this pr	act item(s) listed estand that no ch Small Business Er oject and the payr	above and to anges to this nterprises and
	Signature for Prime Contractor		Sig	nature for DBE Firm	
Title		Title			
Date		Date			
Contact		Contact Pe	erson		
Phone		Phone			
Firm Name Fir			Firm Name		
Address _					
City/State/Z	Zip	City/State/2	Zip		

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.

WC \_\_\_\_\_

E \_\_\_\_\_

# PROPOSAL ENVELOPE



# **PROPOSALS**

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

Item No.	Item No.	Item No.

# Submitted By:

lame:	
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. 63768
COOK County
Section 12-00079-00-SW (Broadview)
Project M-4003(114)
Route FAP 347 (Roosevelt Road)
District 1 Construction Funds



# **SUBCONTRACTOR DOCUMENTATION**

Public Acts 96-0795, 96-0920, and 97-0895 enacted substantial changes to the provisions of the 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 that entered into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Code and 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 Illinois Department of Transportation's CPO upon request within 15 calendar days after execution of the subcontract.

Financial disclosures required pursuant to Sec. 50-35 of the Code must be submitted for all applicable subcontractors. The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the 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 <u>State Required Ethical Standards Governing Subcontractors</u>.

# STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

Article 50 of the Code establishes the duty of all State CPOs, SPOs, 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 CPO may terminate or void the contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

Section 50-2 of the 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 CPO 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

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 2012.
- (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 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 CPO 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.

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

### B. Felons

Section 50-10. Felons.

- (a) 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.
- (b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the 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 CPO may declare the related contract void if any of the certifications required by this Section are false.

### C. <u>Debt Delinquency</u>

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 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 CPO 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

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 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 CPO 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 500/50-14 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 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 CPO may declare the contract void if this certification is false.

Name of Subcontracting Company

Authorized Officer

Date

The undersigned, on behalf of the subcontracting company, has read and

### 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 CPO 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 Code. Furthermore, the CPO may void the contract.

### B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the 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 200 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. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid.** 

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

### 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 200 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 <u>per person per subcontract</u> even if a specific individual would require a yes answer to more than one question.)
	answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in the

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 <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

### Form B: 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 <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> 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.

# 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 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 \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all openended 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.

FOR INDIVIDUAL (type or print information)

### 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)

NAN	re-
NAM	
ADD	RESS
Туре	of ownership/distributable income share:
stock % or	sole proprietorship Partnership other: (explain on separate shee
	sure of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following onflict of interest relationships apply. If the answer to any question is "Yes", please attach additional describe.
(a) State e	mployment, currently or in the previous 3 years, including contractual employment of services.  YesNo
If your a	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?  YesNo
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.

	3.	If you are currently appointed to or employed by any agency of t salary exceeds 60% of the annual salary of the Governor, are yo (i) more than 7 1/2% of the total distributable income of your corporation, or (ii) an amount in excess of 100% of the annual salary	ou entitled to receive firm, partnership, association or
	4.	If you are currently appointed to or employed by any agency of the salary exceeds 60% of the annual salary of the Governor, are your minor children entitled to receive (i) more than 15% in the income of your firm, partnership, association or corporation, or the salary of the Governor?	ou and your spouse aggregate of the total distributable
(b)		employment of spouse, father, mother, son, or daughter, includir previous 2 years.	ng contractual employment services  YesNo
	If	your answer is yes, please answer each of the following question	
	1.	Is your spouse or any minor children currently an officer or empl Board or the Illinois State Toll Highway Authority?	oyee of the Capitol Development YesNo
		Is your spouse or any minor children currently appointed to or er of Illinois? If your spouse or minor children is/are currently agency of the State of Illinois, and his/her annual salary ex annual salary of the Governor, provide the name of your spouse of the State agency for which he/she is employed and his/her an	appointed to or employed by any ceeds 60% of the and/or minor children, the name
	3.	If your spouse or any minor children is/are currently appointed to State of Illinois, and his/her annual salary exceeds 60% of the are you entitled to receive (i) more than 71/2% of the total distribution, partnership, association or corporation, or (ii) an amout annual salary of the Governor?	nnual salary of the Governor, utable income of your
	4.	If your spouse or any minor children are currently appointed to State of Illinois, and his/her annual salary exceeds 60% of the are you and your spouse or minor children entitled to receive aggregate of the total distributable income of your firm, partner (ii) an amount in excess of two times the salary of the Governor?	nual salary of the Governor, (i) more than 15 % in the ship, association or corporation, or
(-)	<b>-</b> 1		YesNo
(C)	unit of	ve status; the holding of elective office of the State of Illinois, the glocal government authorized by the Constitution of the State of Illicurrently or in the previous 3 years.	
(d)		onship to anyone holding elective office currently or in the previour daughter.	s 2 years; spouse, father, mother, YesNo
(e)	Americ of the	ntive office; the holding of any appointive government office of the ca, or any unit of local government authorized by the Constitution State of Illinois, which office entitles the holder to compensation is charge of that office currently or in the previous 3 years.	of the State of Illinois or the statutes
		onship to anyone holding appointive office currently or in the previous daughter.	ous 2 years; spouse, father, mother, YesNo
(g)	Emplo	yment, currently or in the previous 3 years, as or by any registere	d lobbyist of the State government. YesNo

(h) Relationship to anyone who is or was a registered lobbyist son, or daughter.	in the previous 2 years; spouse, father, mother, YesNo
(i) Compensated employment, currently or in the previous 3 y committee registered with the Secretary of State or any contact action committee registered with either the Secretary of States	ounty clerk of the State of Illinois, or any political
(j) Relationship to anyone; spouse, father, mother, son, or data last 2 years by any registered election or re-election common county clerk of the State of Illinois, or any political action of State or the Federal Board of Elections.	ttee registered with the Secretary of State or any ommittee registered with either the Secretary of
	YesNo
Communication Disclosure.	
Disclose the name and address of each lobbyist and other a Section 2 of this form, who is has communicated, is communic employee concerning the bid or offer. This disclosure i supplemented for accuracy throughout the process and threidentified, enter "None" on the line below:	eating, or may communicate with any State officer or s a continuing obligation and must be promptly
Name and address of person(s):	

3

**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: Signature of Individual or Authorized Officer Date **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. Signature of Authorized Officer Date

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

Subcontractor Name			
Legal Address			
City, State, Zip			
Telephone Number	Email Address	Fax Number (if available)	
Disclosure of the information contained in information shall become part of the publicl a total value of \$50,000 or more, from subcontracts.	y available contract file. This Form	B must be completed for subcontracts	with
DISCLOSURE OF OTHER CONTRA	CTS, SUBCONTRACTS, AND PR	OCUREMENT RELATED INFORMATION	<u>NC</u>
1. Identifying Other Contracts & Procure any pending contracts, subcontracts, includ any other State of Illinois agency: Ye If "No" is checked, the subcontractor only	ing leases, bids, proposals, or othe s No	r ongoing procurement relationship with	
2. If "Yes" is checked. Identify each such information such as bid or project number (a INSTRUCTIONS:			<b>)</b>
THE FOLLO	WING STATEMENT MUST BE CH	ECKED	
•	Signature of Authorized Officer	Date	
	OWNERSHIP CERTIFICATION	<u>l</u>	
Please certify that the following statement is of ownership	s true if the individuals for all submi	tted Form A disclosures do not total 100	1%
Any remaining ownership interest is parent entity's distributive income o		than \$106,447.20 of the bidding entity's interest.	or
☐ Yes ☐ No ☐ N/A (Form	A disclosure(s) established 100% of	ownership)	

# Illinois Department of Transportation

# **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (ics-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.mFebruary 28, 2014. 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. 63768
COOK County
Section 12-00079-00-SW (Broadview)
Project M-4003(114)
Route FAP 347 (Roosevelt Road)
District 1 Construction Funds

Project consists of the removal of the existing sidewalk, curb and gutter, driveway aprons, storm sewers and drainage structures, decorative street lights, tree grates, trees and all other incidental items to complete the work on FAP Route 347 (Roosevelt Road) from 23rd Avenue to 17th Avenue in the Village of Broadview. // i ; includes 140 unit tree removal; 500 cu yd earth excavation; 3,300 sq yd aggregate subgrade improvement; 600 sq yd aggregate base course; 3,300 sq yd PCC base course; 2,500 ton aggregate for temporary access; 400 gal bituminous materials (prime coat); 300 ton leveling binder (machine method); 800 sq yd HMA surface removal; 600 ton HMA surface course; 600 ton incidental HMA surfacing; 6,800 sq yd protective coat; 53,000 sq ft PCC sidewalk; 3,300 sq yd pavement removal; 4,400 ft combination curb and gutter removal; 49,000 sq ft sidewalk removal; 2,200 tie bars; 30 frames and lids; 25 removing inlets; 1,150 cu yd non-special waste disposal; 205 ft metal post; 2,475 ft thermoplastic pavement marking line; 400 ft underground conduit, galvanized steel; 4,000 ft unit duct; 200 light pole foundations; 17 removal of lighting units; 21 removal of pole foundations; 1 removal of lighting controller; 25 trees; 168 shrubs; 800 sq yd HMA surface removal; 39 inlets; 4,400 ft combination concrete curb and gutter; 20 luminaires, street lighting; 600 lb ductile iron fittings and accessories; 565 ft planter curb; 2,600 ft storm sewers; traffic control and protection; federally funded; (LRSP). //i (Job No. C-91-048-13) //h (1-21315-0000)(1-21315-0010) //P (Local Roads Job)

- 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

Ann L. Schneider, Secretary

### **CONTRACT 63768**

# INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

# Adopted January 1, 2014

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-14)

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# LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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# SPECIAL PROVISIONS ROOSEVELT ROAD STREETSCAPE

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# SPECIAL PROVISIONS ROOSEVELT ROAD STREETSCAPE

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LR 102-2 LR 105 LR 107-2 LR 107-4 LR 107-7 LR 108 LR 109 LR 212 LR 355-1 LR 355-2 LR 400-1 LR 400-2 LR 400-3 LR 400-4 LR 400-5 LR 400-6	94 97	Bidding Requirements and Conditions for Contract Proposals Cooperation with Utilities Railroad Protective Liability Insurance for Local Lettings Insurance Wages of Employees on Public Works Combination Bids Equipment Rental Rates Shaping Roadway Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix Bituminous Stabilized Base Course, Plant Mix Bituminous Treated Earth Surface Bituminous Surface Plant Mix (Class B) Hot In-Place Recycling (HIR) – Surface Recycling Full-Depth Reclamation (FDR) with Emulsified Asphalt Cold In-Place Recycling (CIR) With Emulsified Asphalt Cold In Place Recycling (CIR) with Foamed Asphalt	Jan. 1, 2001 Jan. 1, 1999 Mar. 1, 2005 Feb. 1, 2007 Jan. 1, 1999 Jan. 1, 1994 Jan. 1, 2012 Aug. 1, 1969 Oct. 1, 1973 Feb. 20, 1963 Jan. 1, 2007 Jan. 1, 2008 Jan. 1, 2012 Apr. 1, 2012 Apr. 1, 2012	Jan. 1, 2014 Jan. 1, 2007 Jan. 1, 2006 Aug. 1, 2014 Mar. 1, 2005 Jan. 1, 2002 Jan. 1, 2007 Jan. 1, 2007 Apr. 1, 2012 Jun. 1, 2012 Jun. 1, 2012
LR 400-7 LR 402 LR 403-1		Full-Depth Reclamation (FDR) with Foamed Asphalt Salt Stabilized Surface Course Surface Profile Milling of Existing, Recycled or Reclaimed Flexible Pavement	June 1, 2012 June 1, 2012 Feb. 20, 1963 Apr. 1, 2012	Jan. 1, 2007 Jun. 1, 2012
LR 403-2 LR 406 LR 420 LR 442 LR 451 LR 503-1 LR 503-2 LR 542 LR 663 LR 702 LR 1000-1		Bituminous Hot Mix Sand Seal Coat Filling HMA Core Holes with Non-shrink Grout PCC Pavement (Special) Bituminous Patching Mixtures for Maintenance Use Crack Filling Bituminous Pavement with Fiber-Asphalt Furnishing Class SI Concrete Furnishing Class SI Concrete (Short Load) Pipe Culverts, Type (Furnished) Calcium Chloride Applied Construction and Maintenance Signs Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures	Aug. 1, 1969 Jan. 1, 2008 May 12, 1964 Jan. 1, 2004 Oct. 1, 1991 Oct. 1, 1973 Jan. 1, 1989 Sep. 1, 1964 Jun. 1, 1958 Jan. 1, 2004 Apr. 1, 2012	Jan. 1, 2007 Jan. 2, 2007 Jun. 1, 2007 Jan. 1, 2007 Jan. 1, 2002 Jan. 1, 2002 Jan. 1, 2007 Jan. 1, 2007 Jun. 1, 2007 Jun. 1, 2012
LR 1000-2		Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Foamed Asphalt Mix Design Procedures	June 1, 2012	
LR 1004 LR 1030 LR 1032-1 LR 1102		Coarse Aggregate for Bituminous Surface Treatment Growth Curve Emulsified Asphalts Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2002 Mar. 1, 2008 Jan. 1, 2007 Jan. 1, 2007	Jan. 1, 2007 Jan. 1, 2010 Feb. 7, 2008

# BDE SPECIAL PROVISIONS For the January 17 and February 28, 2014 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>		Special Provision Title	Effective	Revised
80240			Above Grade Inlet Protection	July 1, 200	
* 80099			Accessible Pedestrian Signals (APS)	April 1, 200	
80274			Aggregate Subgrade Improvement	April 1, 201	Acceptable and the control of the co
80192			Automated Flagger Assistance Device	Jan. 1, 200	
80173			Bituminous Materials Cost Adjustments	Nov. 2, 200	
80241			Bridge Demolition Debris	July 1, 200	•
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 199	
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 199	•
50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 199	
50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 199	1 /
80292			Coarse Aggregate in Bridge Approach Slabs/Footings	April 1, 201	
80310	98	X	Coated Galvanized Steel Conduit	Jan. 1, 201	
80198			Completion Date (via calendar days)	April 1, 200	
80199			Completion Date (via calendar days) Plus Working Days	April 1, 200	
80293			Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤	April 1, 201	
			5 Feet	7 (27)	<b>-</b>
80294			Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of	April 1, 201	2
			Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	·	_
80311			Concrete End Sections for Pipe Culverts	Jan. 1, 201	3
* 80277			Concrete Mix Design – Department Provided	Jan. 1, 201	
* 80261	99	Xx		June 1, 201	
80029	102	Χ	Disadvantaged Business Enterprise Participation	Sept. 1, 200	
80265			Friction Aggregate	Jan. 1, 201	9 /
80229			Fuel Cost Adjustment	April 1, 200	
* 80329			Glare Screen	Jan. 1, 201	
80303	112	Χ	Granular Materials	Nov. 1, 201	
80304			Grooving for Recessed Pavement Markings	Nov. 1, 201	
80246	113	X	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 201	· · · · · · · · · · · · · · · · · · ·
80322			Hot-Mix Asphalt – Mixture Design Composition and Volumetric	Nov 1, 201	•
			Requirements	,	
80323			Hot-Mix Asphalt – Mixture Design Verification and Production	Nov 1, 2013	3
80315			Insertion Lining of Culverts	Jan. 1, 201	
80324	115	Χ	LRFD Pipe Culvert Burial Tables	Nov 1, 2013	,
80325	135	Χ	LRFD Storm Sewer Burial Tables	Nov 1, 2013	
80045			Material Transfer Device	June 15, 1999	
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	
* 80330			Pavement Marking for Bike Symbol	Jan. 1, 2014	
80298			Pavement Marking Tape Type IV	April 1, 2012	
80254			Pavement Patching	Jan. 1, 2010	
* 80331	145	Χ	Payrolls and Payroll Records	Jan. 1, 2014	
* 80332			Portland Cement Concrete - Curing of Abutments and Piers	Jan. 1, 2014	
80326	147	Χ	Portland Cement Concrete Equipment	Nov 1, 2013	
80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
	148	Χ	Progress Payments	Nov. 2, 2013	
	149	Χ	Quality Control/Quality Assurance of Concrete Mixes	Jan. 1, 2012	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	

File Name	<u>Pg.</u>	plantania	Special Provision Title	<u>Effective</u>	Revised
80306			Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt	Nov. 1, 2012	Nov. 1, 2013
0000=			Shingles (RAS)		
80327			Reinforcement bars	Nov 1, 2013	
80283	150	X	Removal and Disposal of Regulated Substances	Jan. 1, 2012	Nov. 2, 2012
80319	154	X	Removal and Disposal of Surplus Materials	Nov. 2, 2012	,
80307			Seeding	Nov. 1, 2012	
80127			Steel Cost Adjustment	April 2, 2004	April 1, 2009
80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80301	155	Χ	Tracking the Use of Pesticides	Aug. 1, 2012	
* 80333			Traffic Control Setup and Removal Freeway/Expressway	Jan. 1, 2014	
20338	156	Χ	Training Special Provisions	Oct. 15, 1975	
80318			Traversable Pipe Grate	Jan. 1, 2013	April 1, 2013
80288	159	Χ	Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2013
80302	163	Χ	Weekly DBE Trucking Reports	June 2, 2012	1101. 1, 2010
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	164	Χ	Working Days	Jan. 1, 2002	

The following special provisions are in the 2014 Supplemental Specifications and Recurring Special Provisions:

<u>File Name</u>	Special Provision Title	New Location	Effective	Revised
80309	Anchor Bolts	Articles 1006.09, 1070.01,	Jan. 1, 2013	revised
80276	Bridge Relief Joint Sealer	and 1070.03 Article 503.19 and Sections	Jan. 1, 2012	Aug. 1, 2012
		588 and 589		,g, <u></u>
80312	Drain Pipe, Tile, Drainage Mat, and Wall Drain	Article 101.01, 1040.03, and 1040.04	Jan. 1, 2013	
80313	Fabric Bearing Pads	Article 1082.01	Jan. 1, 2013	
80169	High Tension Cable Median Barrier	Section 644 and Article 1106.02	Jan. 1, 2007	Jan. 1, 2013
80320	Liquidated Damages	Article 108.09	April 1, 2013	
80297	Modified Urethane Pavement Marking	Section 780, Articles 1095.09 and 1105.04	April 1, 2012	
80253	Moveable Traffic Barrier	Section 707 and Article 1106.02	Jan. 1, 2010	Jan. 1, 2013
80231	Pavement Marking Removal	Recurring CS #33	April 1, 2009	
80321	Pavement Removal	Article 440.07	April 1, 2013	
80022	Payments to Subcontractors	Article 109.11	June 1, 2000	Jan. 1, 2006
80316	Placing and Consolidating Concrete	Articles 503.06, 503.07, and 516.12	Jan. 1, 2013	,
80278	Planting Woody Plants	Section 253 and Article 1081.01	Jan. 1, 2012	Aug. 1, 2012
80305	Polyurea Pavement Markings	Article 780.14	Nov. 1, 2012	Jan. 1, 2013
80279	Portland Cement Concrete	Sections 312, 503, 1003, 1004, 1019, and 1020	Jan. 1, 2012	Nov. 1, 2013
	Preventive Maintenance – Bituminous Surface Treatment	Recurring CS #34	Jan. 1, 2009	April 1, 2012
80219	Preventive Maintenance – Cape Seal	Recurring CS #35	Jan. 1, 2009	April 1, 2012
80220	Preventive Maintenance – Micro Surfacing	Recurring CS #36	Jan. 1, 2009	April 1, 2012
	Preventive Maintenance – Slurry Seal	Recurring CS #37	Jan. 1, 2009	April 1, 2012
	Restoring Bridge Approach Pavements Using High- Density Foam	Recurring CS #39	Jan. 1, 2009	Jan. 1, 2012
80255	Stone Matrix Asphalt	Sections 406, 1003, 1004, 1030, and 1011	Jan. 1, 2010	Aug. 1, 2013
80143	Subcontractor Mobilization Payments	Article 109.12	April 2, 2005	April 1, 2011

File Name	Special Provision Title	New Location	Effective	Revised
80308	Synthetic Fibers in Concrete Gutter, Curb, Median and Paved Ditch	Articles 606.02 and 606.11	Nov. 1, 2012	Nevisca
80286	Temporary Erosion and Sediment Control	Articles 280.04 and 280.08	Jan. 1, 2012	
80225	Temporary Raised Pavement Marker	Recurring CS #38	Jan. 1, 2009	
80256	Temporary Water Filled Barrier	Section 708 and Article 1106.02	Jan. 1, 2010	Jan. 1, 2013
80273	Traffic Control Deficiency Deduction	Article 105.03	Aug. 1, 2011	
80270	Utility Coordination and Conflicts	Articles 105.07, 107.19, 107.31, 107.37, 107.38,	April 1, 2011	Jan. 1, 2012
		107.39 and 107.40		

The following special provisions require additional information from the designer. The Special Provisions are:

•	Bridge	Demolition	Debris
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- 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**

# **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012, herein referred to as the Standard Specifications, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the Manual of Test Procedures for Materials in effect on the date of invitation for bids, herein referred to as the Specifications, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern the construction of:

FAP 347 - ROOSEVELT ROAD PROJECT NO. M-4003(114) VILLAGE SECTION 12-00079-00-SW VILLAGE OF BROADVIEW COOK COUNTY CONTRACT NO. 63768

# **LOCATION OF PROJECT**

The project is located on Roosevelt Road from 23<sup>rd</sup> Avenue to 17<sup>th</sup> Avenue for a total gross and net length of 2,364 feet (0.45 miles) within the Village of Broadview.

# **DESCRIPTION OF PROJECT**

The work consists of the removal of existing sidewalk, curb and gutter, driveway aprons, pavement, and grass parkways; the installation of new concrete sidewalk, curb and gutter, driveway aprons, storm sewers and drainage structures, decorative street lights, tree grates, trees, and other appurtenant work necessary to complete the project.

### PROJECT STAGING AND LOCAL ACCESS

During the construction of this project, Roosevelt Road and all intersecting side streets, must remain open at all times. Additionally, the Contractor is to maintain access to private and commercial driveways so that owners will have access to their properties along the improvements at all times. The Contractor shall also maintain access to the businesses along the improvements at all times. This will necessitate staging of the concrete curb and gutter, sidewalks, driveway aprons, and concrete base course. The staging must be approved by the Engineer. No additional compensation will be granted to the Contractor for any necessary staging.

# STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987 Revised: January 24, 2013

Utilities companies involved in this project have provided the following estimated durations:

Name of Utility	Туре	Location	Estimated Duration of Time for the Completion of Relocation or Adjustments
NICOR, Ms. Connie Lane 1844 Ferry Road Naperville, IL 60563 630-388-3830	Gas	Roosevelt Road: 9+75 to 30+07 17 <sup>th</sup> Avenue: 1+00 to 4+32 Crossings at Side Streets	No Conflicts
ComEd Mr. Joe Stacho 1 N 423 Swift Road Lombard, IL 60148 630-437-2212	Elec	Roosevelt Road: 9+75 to 30+07 17 <sup>th</sup> Avenue: 1+00 to 4+32 Crossings at Side Streets	No Conflicts
AT &T Mr. Tom Follin 1000 Commerce Drive Oak Brook, IL 60523 630-573-6462	Tele	Roosevelt Road: 9+75 to 30+07 17 <sup>th</sup> Avenue: 1+00 to 4+32 Crossings at Side Streets	No Conflicts
IDOT 201 West Center Court Schaumburg, IL 60196 847-705-4000	Traffic Signal Interco nnect	Roosevelt Road: 9+75 to 30+07 17 <sup>th</sup> Avenue: 1+00 to 4+32 Sidewalk and Loops	No Conflicts

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

In accordance with 605 ILCS 5/9-113 of the Illinois Compiled Statutes, utility companies have 90 days to complete the relocation of their facilities after receipt of written notice from the Department. The 90-day written notice will be sent to the utility companies after the following occurs:

- 1) Proposed right of way is clear for contract award.
- 2) Final plans have been sent to and received by the utility company.
- 3) Utility permit is received by the Department and the Department is ready to issue said permit.

- 4) If a permit has not been submitted, a 15 day letter is sent to the utility company notifying them they have 15 days to provide their permit application. After allowing 15 days for submission of the permit the 90 day notice is sent to the utility company.
- 5) Any time within the 90 day relocation period the utility company may request a waiver for additional time to complete their relocation. The Department has 10 days to review and respond to a waiver request.

## MAINTENANCE OF ROADWAYS

Effective: September 30, 1985 Revised: November 1, 1996

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

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

# TRENCH BACKFILL

All trench backfill used shall be Crushed Stone, Gradation CA-6. Maximum compaction must be obtained by Method 1 (compaction in lifts no greater than 12") as described in Article 550.07 of the "Standard Specifications for Road and Bridge Construction".

The crushed stone used for trench backfill must be approved on the Project by the Engineer. The use of crushed concrete will not be allowed. Payment for this item will be based on actual in-place measurements taken by the Engineer on the site but in no case will exceed the theoretical volume calculated by using the trench backfill table included in the details shown on the Plans.

Pipe bedding up to a foot above the top of pipe will NOT be included in this item, but shall be included in the cost of the pipe.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Cubic Yard of TRENCH BACKFILL.

## TOPSOIL FURNISH AND PLACE, 4"

In areas that are designated to be sodded, the existing sod shall be cut and removed; the area shall then be shaped, graded and rototilled. The areas of excavation adjacent to new concrete shall be compacted to the satisfaction of the Engineer. The area to be sodded shall then have a layer of good quality, pulverized topsoil which has been approved by the Engineer prior to placement, spread and fine raked in

such a manner as to result in a top dressing of the parkway having an average thickness of four inches (4") of topsoil.

Any excavation and grading of the parkway which is required to give a uniform slope from the limit of sod restoration to the top of the curb shall be included in this item

Unless otherwise directed by the Engineer, the topsoil and sod shall be placed after the installation of the binder or leveling binder and before the installation of the hot-mix asphalt surface course.

The Contractor shall be responsible for removing any weeds prior to the placement of the sod. The method of weed removal must be approved by the Engineer.

Basis of Payment: This item shall be paid for at the Contract unit price per Square Yard of TOPSOIL FURNISH AND PLACE, 4".

# **EARTH EXCAVATION**

This item will include the excavation behind the existing curb and gutter to allow for the placement of the new curb and gutter where the pavement is being widened. The depth and width of the excavation shall be as shown on the detail on the plans. The length of curb and gutter shall only include the curb and gutter where widening is occurring and will not extend completely around the radii at each intersection.

Excavation to reach the proposed subgrade in locations of curb and gutter, sidewalk, driveway, and pavement removal will not be paid for under this item but shall be included in each of the respective pay items for removal of these items.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Cubic Yard of EARTH EXCAVATION.

## **INLET FILTERS**

This work shall consist of the furnishing, installation, and removal of a drainage structure inlet filter assembly, consisting of a frame and filter bag, to collect sediment in surface stormwater runoff at locations shown on the plans or as directed by the Engineer be in accordance with Section 280 of the Standard Specifications.

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

The drainage structure inlet filter assembly shall be installed under the grate on the lip of the drainage structure frame with the fabric bag hanging down into the drainage structure.

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

Cleaning of the filter bags shall be included in this item. The cleanings shall be performed weekly, or as needed to keep the bags from reaching 75% of their storage capacity, for the duration of the use of each drainage structure inlet filter assembly. The Engineer shall be the sole judge of the need for cleaning, based on the rate that debris and silt is collected at each location. Also included shall be the off-site disposal of the material which is removed from the bags.

The drainage structure inlet filter assembly consists of a steel frame with a replaceable geotextile fabric bag attached with a steel band with locking cap that is suspended from the frame. A clean used bag and a used steel frame in good condition meeting the approval of the Engineer may be substituted for new materials.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per EACH for INLET FILTERS.

# AGGREGATE BASE COURSE, TYPE B 11"

This item includes the installation of aggregate base course behind the proposed curb and gutter in the bump out areas where existing pavement was removed and new sidewalk is being installed. The removal of the existing pavement will result in a subgrade that is 18" below the grade of the top of the proposed curb and gutter. The item will be used to fill the void between the resulting subgrade and the bottom of the 2" crushed stone bedding for the proposed sidewalk which is located 7" below the grade of the top of the proposed curb and gutter.

<u>Basis of Payment</u>: This item shall be paid for at the Contract Unit Price per Square Yard for AGGREGATE BASE COURSE, TYPE B 11".

# PORTLAND CEMENT CONCRETE BASE COURSE 8"

This item includes the Portland cement concrete base to be placed beneath the hot-mix asphalt surfaced pavements. Work shall be in accordance with Section 353 of the Standard Specifications except as modified as follows:

The thickness of the base course shall be 8" and it shall be placed on top of a twelve inch (12") aggregate base. The aggregate base shall be paid for under the item for AGGREGATE SUBGRADE IMPROVEMENT 12".

The surface of the concrete base course shall have a rough finish and shall be set at an elevation that will allow for the installation of 1-1/2" of Leveling Binder and 2" of HMA Surface Course.

<u>Basis of Payment</u>: This item shall be paid for at the Contract Unit Price per Square Yard for PORTLAND CEMENT CONCRETE BASE COURSE 8".

# INCIDENTAL HOT-MIX ASPHALT SURFACING

This item includes the installation of hot-mix asphalt surface course in areas adjacent to the proposed concrete sidewalk and driveway pavement improvements. It shall typically be used to restore small sections of asphalt areas that are disturbed by the construction of the proposed improvements. It shall not include the asphalt placed within the street pavement.

The asphalt thickness shall typically be 3". The asphalt shall be installed in accordance with Section 406 of the Standard Specifications.

<u>Basis of Payment</u>: This item shall be paid for at the Contract Unit Price per Ton for INCIDENTAL HOT MIX ASPHALT SURFACING.

# **PROTECTIVE COAT**

This item includes the placement of protective coat on all exposed concrete surfaces at locations shown on the plans or as directed by the Engineer. Regardless of when the concrete is poured, a protective coat shall be applied to all concrete curb and gutter, driveways, concrete pavement, and sidewalks in accordance with the requirements of Section 421 of the Standard Specifications.

Two successful applications will need to be made prior to payment being made.

The contractor will be responsible for staging the application of the protective coat so as not to have it tracked into businesses.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Square Yard of PROTECTIVE COAT.

# PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH

This item shall consist of the placement of eight-inch (8") concrete driveway pavement at locations shown on the plans and as directed by the Engineer. The work shall be performed in accordance with Section 423 of the "Standard Specifications for Road and Bridge Construction".

The driveway shall be placed upon compacted crushed stone bedding, Gradation CA-6, having a minimum thickness of two inches (2"). The cost for the 2" stone cushion shall be included in this item.

Full depth expansion joints shall be placed between the driveway pavement and the back of any adjacent curb, sidewalk, or buildings, and as directed by the Engineer.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Square Yard of PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH.

# PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH

This item shall consist of the placement of a five-inch (5") concrete sidewalk at locations shown on the plans or as directed by the Engineer in accordance with Section 424 of the "Standard Specifications for Road and Bridge Construction". The concrete shall have a "California" finish.

The sidewalk shall be placed upon a compacted crushed stone bedding, Gradation CA-6, having a minimum thickness of two inches (2"). The cost for the 2" stone cushion shall be included in this item.

Full depth expansion joints shall be placed between the sidewalk and the back of any adjacent curb, sidewalk, or buildings, at one hundred foot (100') foot intervals in the sidewalk, and as directed by the Engineer.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Square Foot of PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH.

# **DETECTABLE WARNINGS**

This work includes the installation of a detectable warning surface system in all concrete sidewalk ramps in compliance with the Americans with Disabilities Act, Accessibility Guidelines (ADAAG). Work shall be in accordance with IDOT Standards 424001-07 and 424026-01 and Section 424 of the Standard Specifications and the details for this item as shown on the Plans. This item shall consist of installing cast iron tiles with embedment flanges in the freshly poured concrete sidewalk ramp. These paver tiles shall be unfinished to match the color of the tree grates and 24" X 60" in size.

The following is a list of manufacturers

- 1. East Jordan Iron Works, Duralast
- 2. Neenah Foundry
- 3. Metadome, LLC

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Square Foot for DETECTABLE WARNINGS.

# **PAVEMENT REMOVAL**

This item will consist of the removal of existing concrete pavements and asphalt surfaced pavements that have a concrete base. The use of drop hammers will not be allowed for breaking these pavements.

These pavements will be excavated to the sub-grade of the proposed pavement as shown on the plans or as directed by the Engineer. Any additional excavation required to reach the proposed subgrade will be included in the cost of this item.

The Contractor shall be required to saw-cut the pavement full-depth at the limits of removal.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Square Yard for PAVEMENT REMOVAL.

## **DRIVEWAY PAVEMENT REMOVAL**

This item will consist of the removal of existing concrete and bituminous driveway pavements, concrete driveway pavements which have been overlaid with asphalt, and bituminous driveway pavements with an aggregate base at locations shown on the Plans and in accordance with Section 440 of the "Standard Specifications." The use of drop hammers will not be allowed for breaking these pavements. This item will be used to pay for the removal where PORTLAND CEMENT DRIVEWAY PAVEMENT, 7 INCH are placed.

These driveways will be excavated to the sub-grade of the proposed driveway/ asphalt area as shown on the plans or as directed by the Engineer. Any additional excavation required to reach the proposed subgrade will be included in the cost of this item.

The Contractor shall be required to saw-cut the driveway pavement full-depth at the limits of removal.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Square Yard for DRIVEWAY PAVEMENT REMOVAL.

## **COMBINATION CURB AND GUTTER REMOVAL**

This item shall primarily include the removal of all types of curb and gutter including Type B-6.12 (modified) and barrier curb at locations shown on the plans or as directed by the Engineer. All removal shall terminate at existing contraction joints, expansion joints or at saw-cut lines as determined by the Engineer.

Any additional excavation required to reach the proposed subgrade will be included in the cost of this item.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per foot of COMBINATION CURB AND GUTTER REMOVAL.

## SIDEWALK REMOVAL

This item includes the removal of sidewalk at locations shown on the Plans and as directed by the Engineer in accordance with Section 440 of the "Standard Specifications." The Engineer will mark the

limits of removal. The sidewalk shall be saw-cut full-depth and any areas outside the limits of removal which are damaged shall be replaced by the Contractor at his own expense.

The removal of concrete, brick, block, aggregate, flagstone, and bituminous sidewalks will be included in this item. These sidewalks shall be excavated to the subgrade of the proposed sidewalk including the five inch (5") concrete sidewalk and two inch (2") crushed stone cushion. Any additional excavation required to reach the proposed subgrade will be included in the cost of this item.

In the case where a new sidewalk is being installed where none existed previously, this item will include the excavation necessary to reach the subgrade of the proposed sidewalk.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Square Foot of SIDEWALK REMOVAL.

# **DUCTILE IRON WATER MAIN, 6"**

This item shall include the installation of six inch (6") water main at the locations shown on the Plans. The work shall include excavating the trench, disposing or replacing the excavated materials, furnishing and placing the pipe, furnishing and installing the polyethylene encasement around the pipe, furnishing and placing the bedding material under and to twelve inches (12") above the pipe, and properly compacting the materials placed into the trench after the installation of the water main.

The Ductile Iron Pipe water mains shall be Class 52, cement-lined and tar-coated, meeting the requirements of Specifications ANSI/AWWA C151/A21.51 with "push-on" joints meeting the requirements of Specifications ANSI/AWWA C111/ A21.11. Where specified on the plans, or in these Specifications, mechanical joints and "Lock-Type" joints shall be used in lieu of "push-on" joints.

The proposed water main will be encased within four (4) mil thick, high-density polyethylene tubing. All fittings shall be encased in a double-layer of polyethylene tubing. The polyethylene material shall be manufactured and installed in compliance with ANSI/AWWA C105/A21.5. All proposed water services shall be encased in polyethylene tubing for a minimum distance of three (3') from the proposed water main.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot of DUCTILE IRON WATER MAIN, 6".

## FIRE HYDRANTS TO BE REMOVED

This item shall include the removal of existing fire hydrants and their auxiliary valves. The six-inch (6") leader pipe from the existing water main shall be cut on the water system side of the auxiliary valve and the entire fire hydrant and auxiliary valve assembly shall be removed and delivered to the Public Works Yard.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Each for FIRE HYDRANTS TO BE REMOVED.

# FIRE HYDRANT WITH AUXILIARY VALVE AND BOX

This item shall include the installation of fire hydrants at locations shown on the Plans. The locations of the proposed fire hydrants as shown on the Plans are approximate and their exact locations shall be determined in the field during construction.

The fire hydrants to be installed under this Contract shall be the Waterous Pacer Model WB67, or approved equal, of the "breakaway" design having a five and one-quarter inch (5-1/4") main valve opening, four inch (4") pumper nozzle, and two (2) two and one-half inch (2-1/2") hose nozzles. The pumper and hose threads shall be National Standard Threads. The inlet connection shall be six inches (6") in size and flanged-type. The depth of bury shall be five feet and six inches (5'-6"), the direction of opening to the left, the size of the operating nut shall be one and one-half inches (1-1/2"), the hydrant packing of the "O" ring type, and the hydrant shall be painted red in color. The auxiliary valves shall be the Waterous flange by mechanical-joint resilient wedge gate valve.

The valve box to be furnished and installed under this item shall be 8" in diameter and similar and equal to Mueller Valve Box (H-10360-666) screw type.

The existing water system will have to be shut down for each fire hydrant installation. The Village of Broadview's Public Works Department shall be given two (2) days advance notice of any work to be done by the Contractor that will involve the Village's existing water system. The Village Water Department's approval must be obtained prior to any such work being undertaken by the Contractor.

The Village Water Department will offer assistance in any necessary shut downs of existing water mains; however, it will be the Contractor's responsibility to provide the necessary labor and equipment for making these shut downs.

The Contractor shall have all necessary materials and equipment on hand at the locations of water service transfer or water main connections before the water services are cut or shut downs are made. The shut-down period for installation of fire hydrants, water service transfers or water main connections shall not exceed eight (8) hours.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Each for FIRE HYDRANTS WITH AUXILIARY VALVE AND BOX.

# **DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED**

This item shall include the adjustment of water service boxes that are located within the limits of proposed curb, sidewalk, driveway pavement, hot-mix asphalt pavement, and grassed parkways. The Contractor shall protect the existing water service boxes and valve boxes during excavation. Any water service boxes or valve boxes damaged by the Contractor shall be replaced at his expense.

The Contractor shall adjust these water service boxes to their final grade.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Each for DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED.

# STRUCTURES TO BE ADJUSTED

This work shall be in accordance with Section 602 of the "Standard Specifications."

The Contractor shall take care when setting the structure so as to insure that a nine inch (9") frame and the minimum 2" of grade rings can be placed on top of the uppermost precast section of the structure in order to reach the finished grade.

The Contractor shall place mastic rope and mortar between concrete rings and between the rings and frame. The Contractor shall also apply a one-quarter inch (1/4") layer of butyl rubber gasket sealant to the external diameter of the concrete grade adjustment rings.

Structures, which are located in the curb and gutter, shall not be adjusted to final grade until the curb and gutter has been placed to within five feet (5') of each side of the structure. At this time the Contractor may adjust the structure to the proper elevation to achieve drainage of the curb and gutter.

Frames located in the curb and gutter shall be pitched 1-1/2". Frames located in the pavement shall be pitched to match the cross slope of the pavement. The Contractor may use solid pieces of concrete or brick as shims to pitch the frame. The use of rocks to adjust the frames will not be permitted. The shims must also be placed in a bed of mortar at the time of the adjustment.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Each for MANHOLES TO BE ADJUSTED or VALVE VAULTS TO BE ADJUSTED.

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## FRAMES AND LIDS, TYPE 1

All sanitary sewer closed lids shall be provided according to Section 604 of the "Standard Specifications" and shall be self-sealing with recessed pick holes. All frames with closed lids to be furnished as part of this contract for construction, adjustment, or reconstruction of any manhole or valve vault shall have cast into the lid one of the following words:

Structure Type	Self Sealing	Word Cast Into Lid
Sanitary Manhole	YES	SANITARY
Combination Manhole	YES	SANITARY
Storm Manhole	YES	STORM
Valve Vault	YES	WATER
Catch Basin	NO	400 JAN 500 400 500 400 607 400 400 400 507 400
Inlet	NO	ARE MAIN AME WAS THE SALE PAY WAS ALLO THAN AND

<u>Basis of Payment</u>: The costs for the frame and lid shall be included in the unit price of any new structure installed as part of the project. In the case of an existing structure that is to be adjusted or reconstructed the frame and lid shall be paid for at the Contract unit price per Each for FRAMES AND LIDS, TYPE 1, CLOSED LID or FRAMES AND LIDS, TYPE 1, OPEN LID.

# DRAINAGE STRUCTURE TO BE REMOVED

This item shall consist of the removal of drainage structures at locations shown on the plans or as directed by the Engineer. It shall also be the responsibility of the contractor to seal all pipes at both ends that connect to other structures with brick and mortar. The void left by the removal of the structure will be filled with trench backfill and compacted.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Each for REMOVING INLETS or REMOVING CATCH BASINS.

# **CONCRETE CURB, TYPE B**

This work shall include constructing concrete barrier curb. The curb will typically be installed to meet existing on-street parking areas. The barrier curb shall be constructed accordance with Section 606 of the Standard Specifications and the details for this item as shown on the Plans.

At each corner where two curbs meet, a steel dowel bar ½" in diameter shall be bent to make a 90 degree angle and each side of the angle shall be one foot in length.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot of CONCRETE CURB, TYPE B.

# PLANTER CURB

At locations specified on the Plans or as directed by the Engineer, a concrete barrier curb shall be constructed. The curb should be as the outside curb for the raised planters proposed throughout the project. The planter curb shall be constructed accordance with Section 606 of the Standard Specifications and the details for this item as shown on the Plans.

The curb shall be constructed upon a cushion of compacted crushed stone, Gradation CA-6 having a minimum thickness of two inches (6"). Between four (4) and twenty-four (24) hours after the curb has been placed, contraction joints two inches (2") in depth, shall be saw-cut at a maximum of a fifteen foot (15') spacing and at certain other locations as may be indicated by the Engineer.

Three smooth, round, epoxy coated, steel #4 bars at 9" centers shall run continuously through the curb at the location indicated on the details. At each corner where two curbs meet, the bars shall be bent to make a 90 degree angle and continue into the adjacent side a minimum of one foot (1'). The furnishing and installing of the bars will be included in the cost of this item

Basis of Payment: This item shall be paid for at the Contract unit price per Foot of PLANTER CURB.

# **STORM SEWER CONNECTION**

This item shall consist of core-drilling existing structures and the installation of watertight flexible rubber connectors meeting MWRD requirements. This item shall be used where proposed sewer is to be connected to an existing structure.

All pipe connections to existing structures shall be made by core-drilling the wall of the existing structure and inserting an expandable, flexible rubber connector into the wall of the existing structure. The connector shall conform to ASTM C-443 & C-923 and include a stainless steel band.

The existing structure shall be core drilled with a mechanical powered rotary core drill. The connection to the sewer structure shall be watertight. This item shall be installed in accordance with the MWRDGC General Notes shown on the plans and in accordance with the "Standard Specifications."

If it is not possible to install a watertight flexible rubber connector and approval is received from the MWRDGC to make a "break-in" connection to the existing structure, then the costs for this work will be considered incidental to the storm sewer pipe installation and will not be paid for separately.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Each for STORM SEWER CONNECTION.

## HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

This item will include all milling of the existing hot-mix asphalt pavement within the street pavement except for areas that are designated as HOT-MIX ASPHALT SURFACE REMOVAL, BUTT JOINT. The work shall be performed in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction".

The depth of the material removed will vary from two to five inches (2" - 5"). The asphalt surface shall be removed to a depth that will allow for a 3-1/2" asphalt overlay consisting of 1-1/2" of leveling binder and 2" of HMA surface course. The work shall be done after the placement of the proposed curb and gutter.

The removal of the asphalt surface will not be paid for separately for any areas of pavement removal that are being paid for under the item for PAVEMENT REMOVAL.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Square Yard for HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH.

# CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, SPECIAL

This item consists of the placement of a four foot (4') diameter catch basin at locations shown on the plans and will include furnishing all work and materials, including the necessary cast iron frames and grates necessary to construct a catch basin in accordance with Section 602 of the "Standard Specifications" and the details shown on the Plans. All precast concrete sections shall conform with ASTM 478 and also to design dimensions.

The Contractor will be responsible for ensuring that the pipe openings are formed in the correct locations so that additional cutting of the precast structure is not necessary. Flat tops (IDOT Standard 602601) shall be used in lieu of the tapered tops.

## A resilient connector meeting MWRD requirements will be required at each pipe connection.

Butyl rubber gasket compound used to seal the various structure joints shall be as manufactured by Press-Seal Gasket Corporation, of Fort Wayne, Indiana or approved equal.

All trench backfill used to fill around the new structure will be included in the cost of this item.

Any pipe, up to four feet (4') in length per each pipe, used to connect existing pipes to the structure to be installed shall be included in the cost of the structure to be installed. A non-shear flexible rubber connector shall be used to connect the short section of new pipe to the existing pipe. The costs for this connector shall be included in the costs for this item.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Each for CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID, SPECIAL or CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL.

# INLETS, WITH TYPE 1 FRAME, SPECIAL

An inlet shall be installed at the locations shown on the Plans and in accordance with Section 602 of the "Standard Specifications" and the details shown on the Plans. The Contractor will be responsible for ensuring that the pipe openings are formed in the correct locations so that additional cutting of the precast structure is not necessary. A minimum of 2" and a maximum of 6" of adjustment rings will be required.

# A resilient connector meeting MWRD requirements will be required at each pipe connection.

Butyl rubber gasket compound shall be used to seal the various structure joints. All trench backfill used to fill around the new structure will be included in the cost of this item.

Any pipe, up to four feet (4') in length per each pipe, used to connect existing pipes to the structure to be installed shall be included in the cost of the structure to be installed. A non-shear flexible rubber connector shall be used to connect the short section of new pipe to the existing pipe. The costs for this connector shall be included in the costs for this item.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Each for INLETS WITH TYPE 1 FRAME, OPEN LID, SPECIAL or INLETS, WITH TYPE 1 FRAME, CLOSED LID, SPECIAL.

# VALVE BOXES TO BE ADJUSTED (SPECIAL)

This item shall include the adjustment of valve boxes that are located within the limits of proposed curb, sidewalk, driveway pavement, hot-mix asphalt pavement, and grassed parkways. The Contractor shall protect the existing water service boxes and valve boxes during excavation. Any water service boxes or valve boxes damaged by the Contractor shall be replaced at his expense.

The Contractor shall adjust these water service boxes to their final grade.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Each for VALVE BOXES TO BE ADJUSTED (SPECIAL).

# STRUCTURES TO BE RECONSTRUCTED

This item shall consist of the reconstruction of existing catch basins, manholes or valve vaults at locations shown on the plans or as directed by the Engineer. The reconstruction shall be in accordance with Section 602 of the "Standard Specifications and shall not disturb the existing bench but shall be concentrated upon the reconstruction of all defective barrel, cone, and adjustment sections. The

Engineer shall mark the depth to which the structure shall be reconstructed prior to the beginning of the work on the structure. The pavement disturbed by the structure reconstruction, in the areas where grinding and resurfacing is called for, will be replaced with concrete base course to the grade of the adjacent level binder or HMA binder course.

Only precast concrete barrel, cone, flattop, and adjustment ring sections shall be used to replace defective sections of the structure. It shall be the Contractor's responsibility to determine the size of the existing structure. No additional payment shall be made for the various sizes of structures encountered. Any manholes, catch basins, or valve vaults that are reconstructed shall have all debris removed from the bench regardless of whether it resulted from the construction project. All precast cone sections will have a flat surface on the bottom edge that rests on the remaining portion of the existing structure. A resilient connector meeting MWRD requirements will be required at each pipe connection.

Any pipe, up to four feet (4') in length per each pipe, used to connect existing pipes to the structure to be reconstructed shall be included in the cost of the structure to be installed. A non-shear flexible rubber connector shall be used to connect the short section of new pipe to the existing pipe. The costs for this connector shall be included in the costs for this item.

All trench backfill used to fill around the new structure will be included in the cost of this item.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Each for CATCH BASINS TO BE RECONSTRUCTED (SPECIAL) or MANHOLES TO BE RECONSTRUCTED (SPECIAL).

# COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)

The construction of the combination concrete curb and gutter shall be in accordance with Section 606 of the Standard Specifications and the details for this item as shown on the Plans. The proposed gutter flag shall have a minimum thickness of ten inches (10") and shall be placed on a 2" stone bedding. The height of the curb head shall vary with the grades shown on the Plans or as directed by the Engineer.

The proposed curb shall be framed to provide a one and a half inch  $(1 \frac{1}{2})$  lip at the back of curb that will support the proposed sidewalk or driveway pavement as per the details on the Plans.

Between four (4) and twenty-four (24) hours after the curb has been placed, contraction joints, three inches (3") in depth, shall be saw-cut at a maximum fifteen foot (15') spacing and at other locations as may be designated by the Engineer. If the Contractor fails to properly cut the joints in the specified time period and the curb cracks, the entire curb section will be replaced from the nearest adjacent tooled joint.

After removal of the "back of curb" form, the excavated area behind the curb designated for sodding shall be immediately backfilled with select non-organic earth backfill in preparation for the placement of the topsoil. All areas where concrete or asphalt sidewalk or driveway pavements are to be constructed shall be backfilled with crushed stone, gradation CA-7 and properly compacted. This stone must be compacted prior to framing the proposed sidewalk or driveway pavement. The costs for

the placement of the required backfill material shall be considered included in the cost of the curb and gutter.

# ONE INCH (1") THICK WOODEN FORMS SHALL BE USED TO FORM ALL RADIUS SECTIONS OF CURB AND GUTTER. MASONITE AND STEEL FORMS WILL NOT BE ALLOWED.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Foot of COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL).

# TRAFFIC CONTROL PLAN

Effective: September 30, 1985 Revised: January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

#### STANDARDS:

701006-05 701101-04 701606-09 701501-06 701801-05 701901-03

#### **SPECIAL PROVISIONS:**

Project Staging and Local Access Maintenance of Roadway Work Zone Traffic Control (LRS 3) Public Convenience and Safety (District 1)

## **DETAILS:**

TC-10 Traffic Control and Protection for Side Roads, Intersections, and Driveways TC-13 District One Typical Pavement Markings

TC-22 Arterial Road Information Signs

TC-26 Driveway Entrance Signing

# HANDHOLE TO BE ADJUSTED

Work shall be according to Section 814, except the work shall consist of rebuilding and bringing to grade a handhole.

Revise Article 814.03 to include the following:

- 1) The work shall include removing the handhole frame and cover and the walls of the handhole to a depth of eight (8) inches below finished grade.
- 2) Four (4) holes, four (4) inches in depth and one half (1/2) inch in diameter, shall be drilled into the remaining concrete; one hole centered on each of the four handhole walls. Four (4) No. 3 steel dowels, eight (8) inches in length, shall be furnished and shall be inserted into the drilled holes with masonry epoxy.
- 3) All concrete debris shall be removed and disposed of by the Contractor.
- 4) Areas adjacent to each side of the handhole shall be excavated to allow for forming.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Each for HANDHOLE TO BE ADJUSTED.

## **EXPLORATORY EXCAVATION**

This work shall be in accordance to Section 213 of the Standard Specifications for Road and Bridge Construction except that this item will be used to pay for exposing or determining the presence of any existing utility and constructing a trench for the purpose of locating existing utilities within the limits of the proposed improvement. The exploration trench shall be constructed at locations shown on the plans or as directed by the Engineer.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Cubic Yard for EXPLORATORY EXCAVATION.

## **DUCTILE IRON FITTINGS AND ACCESSORIES**

This item shall include the installation of all bends, crosses, tees, sleeves of all types, reducers, plugs or caps, and other fittings required to assemble and secure the proposed water mains. All pipe fittings and

special castings shall be ductile iron conforming to ANSI/AWWA C153/A21.53 and ANSI/AWWA C111/A21.11 specifications and shall meet the minimum requirements of Class 150 Ductile Iron Pipe. If certain fittings are not manufactured in ductile iron, cast iron fittings shall be acceptable. Mechanical joint type fittings shall be used. All fittings shall be manufactured in the USA. The manufacturer will furnish a certificate acknowledging the same to the Engineer.

The costs for furnishing and installing the standard joint accessories (gland, gasket, and bolts) for these fittings shall be included in this item. The payment under this item shall be based upon the weight of the fitting's body casting only. At a minimum, all mechanical joints shall be restrained with standard retainer glands. The retainer glands shall not be paid for separately but shall be included in the cost of the fitting.

The Contractor shall maintain a list of fittings installed and shall provide an invoiced listing of the body casting weights of these fittings to be used for determining the payment for this item. The costs for all concrete blocking to be furnished and installed shall be included in this item.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Pound for DUCTILE IRON FITTINGS AND ACCESSORIES

# **OUTSIDE DROP CONNECTION**

This item shall include making drop connections to existing manholes. The drop connection shall be constructed in accordance with the details shown on the Plans and MWRDGC requirements.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Each for OUTSIDE DROP CONNECTION.

## COMBINED SEWER MANHOLE, 4'-DIAMETER TYPE 1 FRAME, CLOSED LID

This item consists of the placement of a four foot (4') diameter combined sewer manhole at locations shown on the plans and will include furnishing all work and materials, including the necessary cast iron frames and grates necessary to construct a combined sewer manhole in accordance with Section 602 of the "Standard Specifications" and the details shown on the Plans. All precast concrete sections shall conform with ASTM 478 and also to design dimensions.

The Contractor will be responsible for ensuring that the pipe openings are formed in the correct locations so that additional cutting of the precast structure is not necessary. Flat tops (IDOT Standard 602601-02) shall be used in lieu of the tapered tops.

## A resilient connector meeting MWRD requirements will be required at each pipe connection.

Butyl rubber gasket compound used to seal the various structure joints.

All trench backfill used to fill around the new structure will be included in the cost of this item.

Any pipe, up to four feet (4') in length per each pipe, used to connect existing pipes to the structure to be installed shall be included in the cost of the structure to be installed. A non-shear flexible rubber connector shall be used to connect the short section of new pipe to the existing pipe. The costs for this connector shall be included in the costs for this item.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Each for COMBINED SEWER MANHOLE, 4'-DIAMETER TYPE 1 FRAME, CLOSED LID.

# **CAST IRON TREE GRATES**

This item shall pertain to the furnishing and installing cast iron tree grates and frame at the location of proposed trees as shown on the plans. The size of the frame and grate shall be 36" X 60". The frame and grate shall be:

- 1. Iron Smith Model Briar
- 2. Neenah Foundry Model Avenue R-8810
- 3. Olympic Foundry Model SP3660

The frames should butt together snugly, leaving as little gap as possible. Frame sections must be level and the tree grate seat must be in a true, flat plane to prevent rocking of the grate.

The frames are to be anchored into the proposed sidewalk per the manufacturer's details.

The frames and grates shall be natural unfinished iron.

Basis of Payment: This item shall be paid for at the Contract unit price per Each for CAST IRON TREE GRATES.

# **RESTRAINED JOINT 6"**

At locations specified by the Engineer, water main fittings shall be retainer glands. These retainer glands shall only be paid for at locations where they have been specified by the Engineer.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Each for RESTRAINED JOINT 6".

## HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL

This item shall include the removal of hot-mix asphalt surface driveway pavements and parking areas located behind the sidewalk. Only the asphalt surface will be removed. The asphalt will be saw-cut full depth prior to removal.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Square Yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL.

# STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 8"

This item shall include the storm sewer that connects drainage structures located in the curb and gutter to the existing or proposed sewer system. In those locations indicated on the Plans, polyvinyl chloride (PVC) sewer pipe of the size indicated shall be installed. The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber-gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction in Illinois" and the "Standard Specifications."

The costs for pipe bedding and backfill to twelve inches (12") above the top of pipe will be included in this item.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Foot for STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 8".

# 8" x 8" CATCH BASIN TRAP

This item includes the installation of catch basin traps in certain catch basins at locations shown on the Plans or as directed by the Engineer. The new trap shall be an 8" x 8" pipe tee with an eight inch (8") diameter plug.

<u>Basis of Payment:</u> This item shall be paid for at the Contract unit price per Each for 8" x 8" CATCH BASIN TRAP.

# **LANDSCAPING SPECIAL PROVISIONS**

# PEDESTRIAN BENCH, FURNISH AND INSTALL TRASH RECEPTACLE, FURNISH & INSTALL BOLLARDS

This item pertains to the furnishing and installing the Pedestrian Benches, Trash Receptacles and bollards indicated on the plans.

**GENERAL** 

#### **WORK INCLUDES**

Contractor shall provide:

All equipment and materials necessary to install site furnishings as indicated on the drawings and as specified herein.

#### **QUALITY ASSURANCE**

Except as modified herein, the work shall be in accordance with the applicable portions of the Standard Specifications.

#### **SUBMITTALS**

Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, finishes, field-assembly requirements, and installation details.

Samples for Initial Selection: For units with factory-applied color finishes.

Samples for Verification: For each type of exposed finish required, prepared on Samples from the same material to be used for the Work.

Exposed finish: For each color and texture required, at least 2 inches (50 mm) square in size. Where finish involves color and texture variations, include Sample sets composed of 2 or more units showing the full range of variations expected.

Product Schedule: For site and street furnishings. Use same designations indicated on Drawings.

Material Certificates: For site and street furnishings, signed by manufacturers.

Maintenance Data: For site and street furnishings to include in maintenance manuals.

#### PRODUCTS

#### **MANUFACTURERS**

Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

Products: Subject to compliance with requirements, provide one of the following:

#### Benches:

Manufacturer: Keystone Ridge, Huntco Site Furnishings or Columbia Cascade Company

Manufacturer's product designation: McConnel Bench- MC26 (Keystone Ridge), The Nehalem Bench (Huntco Site Furnishings) or Timerform Manor – 2824-6 (Columbia Cascade Company).

Color: Black

Source phone number: 800.284.8208 (Keystone Ridge), 800-547-5909 (Huntco) or 503-223-1157 (Columbia)

Contact: <a href="http://www.keystoneridgedesigns.com">http://www.keystoneridgedesigns.com</a> (Keystone Ridge) or <a href="http://huntco.com/">http://huntco.com/</a> (Huntco Site Furnishings) or <a href="http://www.columbia-cascade.com/">http://www.columbia-cascade.com/</a> (Columbia Cascade Company)

#### Trash Receptacles:

Manufacturer: Keystone Ridge or Belson Outdoors or Columbia Cascade Company.

Manufacturer's product designation: Exeter Litter Receptacle – EX3-32 (Keystone Ridge) or Summerfield – SFT32 (Belson Outdoors) or Timberform Manor – 2843-FT (Columbia Cascade Company)

Color: Black

Source phone number: 800.284.8208 (Keystone Ridge) or 800.323.5664 (Belson Outdoors) or 503.223.1157 (Columbia Cascade Company)

Contact: <a href="http://www.keystoneridgedesigns.com">http://www.keystoneridgedesigns.com</a> (Keystone Ridge) or <a href="http://www.belson.com">http://www.belson.com</a> (Belson Outdoors) or <a href="http://www.columbia-cascade.com/">http://www.columbia-cascade.com/</a> (Columbia Cascade Company)

#### Bollards:

Manufacturer: Landscape Forms or Reliance Foundry or Huntco Site Furnishings.

Manufacturer's product designation: Annapolis Bollard (Landscape Forms) or Bollard R-7539 (Reliance Foundry) or Reveal Bollard SB6-RC (Huntco Site Furnishings)

Color: Black

Source phone number: 800.430.6206 (Landscape Forms) or 888.735.5680 (Reliance Foundry) or 800.547.5909 (Huntco Site Furnishings)

Contact: <a href="http://www.landscapeforms.com">http://www.landscapeforms.com</a> (Landscape Forms) or <a href="http://www.reliance-foundry.com">http://www.reliance-foundry.com</a> (Reliance Foundry) or <a href="http://huntco.com/">http://huntco.com/</a> (Huntco Site Furnishings)

#### **MATERIALS - METAL**

Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated; free from surface blemishes and complying with the following:

Rolled or Cold-Finished Bars, Rods, and Wire: ASTM B 211 (ASTM B 211M). Extruded Bars, Rods, Wire, Profiles, and Tubes: ASTM B 221 (ASTM B 221M).

Structural Pipe and Tube: ASTM B 429.

Sheet and Plate: ASTM B 209 (ASTM B 209M).

Steel: Free from surface blemishes and complying with the following:

Plates, Shapes, and Bars: ASTM A 36/A 36M.

Steel Pipe: Standard-weight steel pipe complying with ASTM A 53, or electric-resistance-welded pipe complying with ASTM A 135.

Tubing: Cold-formed steel tubing complying with ASTM A 500.

Mechanical Tubing: Cold-rolled, electric-resistance-welded carbon or alloy steel tubing complying with ASTM A 513, or steel tubing fabricated from steel complying with ASTM A 569/A 569M and complying with dimensional tolerances in ASTM A 500; zinc coated internally and externally.

Sheet: Commercial steel sheet complying with ASTM A 569/A 569M.

Perforated Metal: From steel sheet not less than [0.0747-inch (1.9-mm)] [0.0897-inch (2.3-mm)] [0.1196-inch (3.0-mm)] nominal thickness; manufacturer's standard perforation pattern.

Expanded Metal: From carbon-steel sheets, deburred after expansion, and complying with ASTM F 1267.

Stainless Steel: Free from surface blemishes and complying with the following:

Sheet, Strip, Plate, and Flat Bars: ASTM A 666.

Pipe: Schedule 40 steel pipe complying with ASTM A 312/A 312 M.

Tubing: ASTM A 554.

Anchors, Fasteners, Fittings, and Hardware: Manufacturer's standard, corrosion-resistant-coated or noncorrodible materials; commercial quality; concealed, recessed, and capped or plugged. Provide as required for site and street furnishings' assembly, mounting, and secure attachment.

Angle Anchors: For inconspicuously bolting legs of site and street furnishings to below-grade substrate; one per leg.

Antitheft Hold-Down Brackets: For securing site and street furnishings to substrate; two per unit.

Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.

- Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer for exterior applications.
- Galvanizing: Where indicated for steel and iron components, provide the following protective zinc coating applied to components after fabrication:
  - Zinc-Coated Tubing: External, zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq. ft. (0.27 kg/sq. m) of zinc after welding, a chromate conversion coating, and a clear, polymer film. Internal, same as external or consisting of 81 percent, not less than 0.3-mil- (0.0076-mm-) thick, zinc pigmented coating.
  - Hot-Dip Galvanizing: According to ASTM A 123/A 123M, ASTM A 153/A 153M, or ASTM A 924/A 924M.

#### **FABRICATION**

- Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.
- Welded Connections: Weld connections continuously. Weld solid members with full-length, full-penetration welds and hollow members with full-circumference welds. At exposed connections, finish surfaces smooth and blended so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.
- Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.
- Steel and Iron Components: Galvanized, galvanized and color coated, or color coated. Bare metal steel or iron components are not permitted.
- Exposed Surfaces: Polished, sanded, or otherwise finished; smooth all surfaces, free from burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.
- Factory Assembly: Assemble components in the factory to the greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

#### FINISHES, GENERAL

- Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not

acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

#### **ALUMINUM FINISHES**

Baked-Enamel, Powder-Coat Finish: Manufacturer's standard, baked, polyester-TGIC, powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

#### STEEL AND GALVANIZED STEEL FINISHES

Baked-Enamel, Powder-Coat Finish: Manufacturer's standard, baked, polyester-TGIC, powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

PVC Finish: Manufacturer's standard, UV-light stabilized, mold-resistant, slip-resistant, matte-textured, dipped or sprayed-on, PVC-plastisol finish, with flame retardant added; complying with coating manufacturer's written instructions for pretreatment, application, and minimum dry film thickness.

#### STAINLESS-STEEL FINISHES

Remove tool and die marks and stretch lines or blend into finish.

#### **EXECUTION**

# INSTALLATION, GENERAL

Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated. Complete field assembly of site and street furnishings, where required.

Unless otherwise indicated, install site and street furnishings after landscaping and paving have been completed.

Install site and street furnishings level, plumb, true, and securely anchored at locations indicated on Drawings.

Post Setting: Set cast-in support posts in concrete footing with smooth top, shaped to shed water. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at correct angle and are aligned and at correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.

Posts Set into Voids in Concrete: Form or core-drill holes for installing posts in concrete to depth recommended in writing by manufacturer of site and street furnishings and 3/4 inch (20 mm) larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink grout, mixed and placed to comply with anchoring material manufacturer's written instructions, with top smoothed and shaped to shed water.

#### **CLEANING**

After completing site and street furnishing installation, inspect components. Remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace component.

Method of Measurement: These items shall be paid for per each furnished and installed.

<u>Basis of Payment</u>: The work for furnishing and installing these items at the locations shown on the plans or as directed by the Engineer shall be paid for at the Contract unit price per Each for PEDESTRIAN BENCH, FURNISH AND INSTALL; TRASH RECEPTACLE, FURNISH AND INSTALL; AND BOLLARDS.

# PERENNIAL PLANTS AND TREES AND SOIL PLANTING MIXTURE

**GENERAL** 

#### SCOPE OF WORK

- This work consists of excavation and soil planting mixture placement (except lawns), and related materials, including all labor, material and equipment, as specified herein, and in accordance with the Drawings and section 253 (Planting Woody Plants) of IDOT standard specifications, unless modified herein.
- Trees, shrubs, and perennials shall be furnished and installed by the contractor as part of this contract unless otherwise indicated on the Plans.
- Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of topsoil.
  - Report suitability of topsoil for plant growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce a satisfactory topsoil.
- Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."
  - Selection of exterior plants purchased under allowances will be made by Architect, who will tag plants at their place of growth before they are prepared for transplanting.
- Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches (150 mm) above ground for trees up to 4-inch (100-mm) caliper size, and 12 inches (300 mm) above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.

Observation: Engineer may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. Architect retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

Notify Engineer of sources of planting materials [seven] days in advance of delivery to site.

## DELIVERY, STORAGE, AND HANDLING

Deliver exterior plants freshly dug.

Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting.

Do not prune trees and shrubs before delivery, except as approved by Architect. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery.

Handle planting stock by root ball.

Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants trees in shade, protect from weather and mechanical damage, and keep roots moist.

Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material. Do not remove container-grown stock from containers before time of planting.

Water root systems of exterior plants stored on-site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

# COORDINATION

Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.

Spring Planting:

Deciduous Material: March 21 – May 1 Evergreen Material: April 15 – June 1

Fall Planting:

Deciduous Material: October 1 – December 1 Evergreen Material: August 15 – October 15

Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

Coordination with Lawns and Surrounding Areas: Plant trees and shrubs after finish grades are established and before planting lawns, unless otherwise acceptable to Architect.

When planting trees and shrubs after lawns, protect lawn areas and promptly repair damage caused by planting operations.

#### **MAINTENANCE**

Trees and Shrubs: Maintain for the following maintenance period by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease. Restore or replace damaged tree wrappings.

Maintenance Period: 12 months from date of Substantial Completion.

Plants: Maintain for the following maintenance period by watering, weeding, fertilizing, and other operations as required to establish healthy, viable plantings:

Maintenance Period: Six months from date of Substantial Completion.

#### **MATERIALS**

# TREE AND SHRUB MATERIAL

General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

Grade: Provide trees and shrubs of sizes and grades complying with ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.

Label each tree and shrub with securely attached, waterproof tag bearing legible designation of botanical and common name.

Label at least one tree and one shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.

If formal arrangements or consecutive order of trees or shrubs is shown, select stock for uniform height and spread, and number label to assure symmetry in planting.

#### SHADE TREES

Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, complying with ANSI Z60.1 for type of trees required.

Provide balled and burlapped trees.

Branching Height: One-third to one-half of tree height.

#### **DECIDUOUS SHRUBS**

Form and Size: Deciduous shrubs with not less than the minimum number of canes required by and measured according to ANSI Z60.1 for type, shape, and height of shrub.

Provide balled and burlapped or container-grown trees.

#### **PLANTS**

Perennials: Provide healthy, field-grown plants from a commercial nursery, of species and variety shown or listed.

#### TOPSOIL

Topsoil shall be of a loam or sandy loam texture according to the USDA Soil Classification System. The Contractor shall submit test results for each source of topsoil indicated conformance to specified requirements. The Contractor may amend his proposed topsoil to meet the above criteria subject to approval of the Owner's Representative.

All topsoil used in this work shall be thoroughly pulverized, friable, natural topsoil from a source approved by the Architect. It shall not contain subsoil or slag and shall be free of lumps, stones, plants or their roots, stalks and other extraneous matter and shall not be used while in a frozen or muddy condition.

Prior to planting installation, Contractor shall submit a 1 cubic foot sample of topsoil from the intended source for approval by the Architect.

The Contractor shall submit the name, address and phone number of the source where topsoil will be purchased.

#### SOIL PLANTING MIXTURE

All tree, shrub an other plant pits and beds shall be filled with a soil planting mixture of 25 percent organic compost (well decomposed) (or other approved organic material) and 75 percent topsoil, by volume. The extent of soil planting mix shall be as indicated on the Drawings.

## MULCH MATERIAL

Shredded Hardwood Bark: shall be shredded bark from hardwood trees ¾ inch maximum sieve size, and be of uniform fibrous texture free from cakes or lumps. It shall be clean and free from foreign material and of a uniform brown color.

#### **GRAVEL FILL**

Gravel fill shall be 3/4" Washed Gravel, clean, dried and free of organic/deleterious materials. Gravel shall contain no limestone fines. Washed Gravel shall conform to ASTM C-33 specifications for 3/4" aggregate. Provide filter fabric on sides of gravel fill. The cost of the gravel fill and filter fabric are to be included in the soil planting mixture pay item.

#### **EXECUTION**

#### SITE PREPARATION

#### General:

Excavation shall be scheduled so that it will be followed immediately by the placement of plant materials and soil planting mixtures. Excavation shall not begin until the schedule and starting time are mutually agreed upon between the Contractor and Architect.

The Contractor shall be responsible for the proper off-site disposal of all excavated materials, which disposal shall not be paid for separately.

The Contractor shall be required to restore, at his expense, any areas where settling may occur, due to his improper filling or due to natural causes.

Placement of proposed soil planting mixture shall be scheduled to follow excavation so that no excavated areas are left open at any time.

#### FINISHED GRADE

The term "finished grade" shall be understood to be the required fine graded topsoil or planting mixture surface of all planting areas, and shall not include mulch thickness.

# **PREPARATION**

Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.

Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

Lay out individual tree and shrub locations and areas for multiple exterior plantings. Stake locations, outline areas, adjust locations when requested, and obtain Architect's acceptance of layout before planting. Make minor adjustments as required.

Lay out exterior plants at locations directed by Architect. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

#### PLANT PIT/ BED EXCAVATION

Plant pits and beds shall not be excavated, nor prepared, until they have been staked or marked on the ground and the locations approved by the Owner's Representative. Where location or spacing dimensions are not clearly shown, request clarification from the Architect. Any adjustment to location required by the Architect shall be done at no additional cost to the Owner. The Contractor shall dig test holes to a depth of 3' at all proposed tree areas to locate utility lines and other obstructions. Any abandoned, existing obstructions encountered shall be removed to a depth of 4' below proposed finished grade. If any active utility lines are encountered, the tree shall be relocated to a new location designated by the Architect at no additional cost to the Owner.

All plant pits shall be excavated to the depth and size as shown on the Drawings and as follows:

Plant pits and beds shall have sloped sides at the maximum angle or repose that will not allow sloughing of adjacent pavement (or other) granular base installations.

#### TREE AND SHRUB PLANTING

Set balled and burlapped stock plumb and in center of pit or trench with top of root ball flush with adjacent finish grades.

Remove burlap and wire baskets from tops of root balls and partially from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.

Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.

Set balled and burlapped and container grown stock plumb and in center of pit or trench with top of root ball flush with adjacent finish grades.

Carefully remove root ball from container without damaging root ball or plant.

Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.

Organic Mulching: Apply [3-inch (75-mm)] average thickness of organic mulch extending 12 inches (300 mm) beyond edge of planting pit or trench. Do not place mulch within [3 inches (75 mm)] of trunks or stems.

Wrap trees of 2-inch (50-mm) caliper and larger with trunk-wrap tape. Start at base of trunk and spiral cover trunk to height of first branches. Overlap wrap, exposing half the width, and securely attach without causing girdling. Inspect tree trunks for injury, improper pruning, and insect infestation; take corrective measures required before wrapping.

#### TREE AND SHRUB PRUNING

Prune, thin, and shape trees and shrubs as directed by Architect.

Prune, thin, and shape trees and shrubs according to standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise indicated by Architect, do not cut tree leaders; remove only injured or dead branches from flowering trees. Prune shrubs to retain natural character. Shrub sizes indicated are sizes after pruning.

#### GROUND COVER AND PLANT PLANTING

Set out and space ground cover and plants as indicated on the plans.

Dig holes large enough to allow spreading of roots, and backfill with planting soil.

Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.

Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

#### BACKFILLING AND FINISHED GRADING

Prior to placing soil planting mixture, the existing subgrade shall be scarified to a depth of 4 inches.

Backfilling shall consist of placing the soil planting mixture identified above in plant excavations as indicated on the Drawings and herein specified. Backfill shall be tightly hand compacted.

Finished grading shall be accomplished in accordance with the individual plant requirements indicated on the Drawings.

Any settlement of soil planting mixture backfill material that occurs below required finished grade shall be corrected by the Contractor at no additional expense to the Owner.

# MULCHING

A two-inch layer of shredded bark mulch shall be placed on the finished grade of all plant pits and beds.

#### CLEANUP AND PROTECTION

During exterior planting, keep adjacent pavings and construction clean and work area in an orderly condition.

Protect exterior plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged exterior planting.

#### METHOD OF MEASUREMENT

For trees and shrubs this work will be measured for final payment per each, in place, after the period of establishment. For Perennial Plants this work will be measured for payment in units with one unit = 100 perennial plants. Measurement for payment of this work will not be performed until at the end of the 30 day establishment period for the replacement planting. Only plants that are in place and alive at the time of measurement will be measured for payment, except that if fewer than 25 percent of the plants are acceptable, a quantity equal to 25% of the number of units of plants originally planted will be considered for measured for payment. Soil Planting Mixture will be paid for at the contract unit price per cubic yard (by measuring the excavated area to be filled prior to backfilling) and shall include the costs of all labor, materials, and equipment to complete this work including, but not limited to, topsoil, compost, other soil amendments, excavation, filter fabric, gravel fill, backfilling, mulching and all other work incidental to the construction of same. Excavation, disposal of excavated material and the mulch layer shall not be measured and paid for separately and shall be included in the cost of the soil planting mixture.

Basis of Payment: All trees and shrubs shall be paid for at the Contract unit price per Each depending on the species and size. All perennial plants shall be paid for at the Contract unit price per unit. Soil Planting Mixture shall be paid for at the Contract unit price per Cubic Yard. Mulch shall be paid for at the Contract unit price per Cubic Yard.

# PLANTER RAILING

This item will include furnishing and placing of a planter railing on the barrier curb constructed around the perimeter of the planter box at locations shown on the Plans. The box planter will be located within the concrete sidewalk. The planter box shall be either seven and one-half feet or eight and one-half feet wide by twelve and one-half feet long. The planter railing will be anchored to the proposed barrier curb around the perimeter of the planter box via a 4"x4" plate on the bottom of the posts for the railing. The plate will be attached to the curb through the tapping of a hole and anchoring of the plate to the curb. The railing shall be as detailed in the Plans and in accordance with the Standard Specifications. The railing (complete assembly) shall be steel and finished with a black powder coating.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Foot for PLANTER RAILING.

# REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

Revise Article 669.01 of the Standard Specifications to read:

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

Revise Article 669.08 of the Standard Specifications to read:

"669.08 Contaminated Soil and/or Groundwater Monitoring. The Contractor shall hire a qualified environmental firm to monitor the area containing the regulated substances. The affected area shall be monitored with a photoionization detector (PID) utilizing a lamp of 10.6eV or greater or a flame ionization detector (FID). Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. No excavated soils can be taken to a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation with detectable PID or FID meter readings that are above background. The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily. All testing shall be done by a qualified engineer/technician. Such testing and monitoring shall be included in the work. The Contractor shall identify the exact limits of removal of non-special waste, special waste, or hazardous waste. All limits shall be approved by the Engineer prior to excavation. The Contractor shall take all necessary precautions.

Based upon the land use history of the subject property and/or PID or FID readings indicating contamination, a soil or groundwater sample shall be taken from the same location and submitted to an approved laboratory. Soil or groundwater samples shall be analyzed for the contaminants of concern, including pH, based on the property's land use history or the parameters listed in the maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605. The analytical results shall serve to document the level of soil contamination. Soil and groundwater samples may be required at the discretion of the Engineer to verify the level of soil and groundwater contamination.

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

The laboratory shall use analytical methods which are able to meet the lowest appropriate practical quantitation limits (PQL) or estimated quantitation limit (EQL) specified in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods", EPA Publication No. SW-846 and "Methods for the Determination of Organic Compounds in Drinking Water", EPA, EMSL, EPA-600/4-88/039. For parameters where the

specified cleanup objective is below the acceptable detection limit (ADL), the ADL shall serve as the cleanup objective. For other parameters the ADL shall be equal to or below the specified cleanup objective."

Replace the first two paragraphs of Article 669.09 of the Standard Specifications with the following:

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

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:
  - (1) When analytical results indicate chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. Such soil excavated for storm sewers can be placed back into the excavated trench as backfill, when suitable, unless trench backfill is specified. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
  - (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County provided the pH of the soil is within the range of 6.25 9.0, inclusive.
  - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 9.0, inclusive.
  - (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 9.0, inclusive.
  - (5) When the Engineer determines soil cannot be managed according to Articles 669.09(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC but the pH of the soil is less than 6.25 or greater than 9.0, the excavated soil can be utilized within the construction limits or managed and

disposed of off-site as "uncontaminated soil" according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation.

(c) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste.

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

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

Revise Article 669.14 of the Standard Specifications to read:

"669.14 Final Environmental Construction Report. At the end of the project, the Contractor will prepare and submit three copies of the Environmental Construction Report on the activities conducted during the life of the project, one copy shall be submitted to the Resident Engineer, one copy shall be submitted to the District's Environmental Studies Unit, and one copy shall be submitted with an electronic copy in Adode.pdf format to the Geologic and Waste Assessment Unit, Bureau of Design and Environment, IDOT, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The technical report shall include all pertinent information regarding the project including, but not limited to:

- (a) Measures taken to identify, monitor, handle, and dispose of soil or groundwater containing regulated substances, to prevent further migration of regulated substances, and to protect workers,
- (b) Cost of identifying, monitoring, handling, and disposing of soil or groundwater containing regulated substances, the cost of preventing further migration of regulated substances, and the cost for worker protection from the regulated substances. All cost should be in the format of the contract pay items listed in the contract plans (identified by the preliminary environmental site assessment (PESA) site number),
- (c) Plan sheets showing the areas containing the regulated substances,
- (d) Field sampling and testing results used to identify the nature and extent of the regulated substances.
- (e) Waste manifests (identified by the preliminary environmental site assessment (PESA) site number) for special or hazardous waste disposal, and

(f) Landfill tickets (identified by the preliminary environmental site assessment (PESA) site number) for non-special waste disposal."

Revise the second paragraph of Article 669.16 of the Standard Specifications to read:

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

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

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

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

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

- Station 17+40 to Station 19+00 0 to 60 feet LT (U-Haul, PESA Site 2684-27, 2001 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzene, Aluminum, and Manganese.
- Station 22+00 to Station 23+20 0 to 60 feet RT (Commercial Building, PESA Site 2684-20, 1900-1904 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzene, Ethylbenzene, Aluminum, and Manganese.
- Station 9+75 to Station 10+30 0 to 60 feet LT (Commercial Building, PESA Site 2684-39, 2301-2305 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum and Arsenic.
- Station 10+30 to Station 12+45 0 to 60 feet LT (BMO Harris Bank, PESA Site 2684-36, 2223 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum, Lead, and Manganese.
- Station 12+45 to Station 13+00 0 to 60 feet LT (Commercial Building, PESA Site 2684-35, 2205 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum and Manganese.

- Station 9+75 to Station 10+30 0 to 60 feet RT (Residential Building, PESA Site 2684-40, 2300-2308 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)Anthracene, Benzo(a)Pyrene, Benzo(b)Fluoranthene.
- Station 10+30 to Station 12+00 0 to 60 feet RT (International Protective Coatings, PESA Site 2684-38, 2224 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum.
- Station 13+00 to Station 13+65 0 to 60 feet LT (Commercial Building, PESA Site 2684-34, 2201 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum.
- Station 13+65 to Station 14+50 0 to 60 feet LT (Mixed-Use Building, PESA Site 2684-33, 2129-2135 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum.
- Station 14+50 to Station 15+25 0 to 60 feet LT (Commercial Building, PESA Site 2684-32, 2121 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum and Manganese.
- Station 15+25 to Station 17+00 0 to 60 feet LT (Residential Building, PESA Site 2684-31, 2101-2111 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum and Manganese.
- Station 17+00 to Station 17+40 0 to 60 feet LT (U-Haul, PESA Site 2684-27, 2001 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum.
- Station 12+00 to Station 13+65 0 to 60 feet RT (Commercial Building, PESA Site 2684-37, 2200 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum and Manganese.
- Station 13+65 to Station 17+00 0 to 60 feet RT (Commercial Building, PESA Site 2684-30, 2100 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum and Manganese.
- Station 19+00 to Station 20+35 0 to 60 feet LT (U-Haul, PESA Site 2684-27, 2001 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum, Lead, and Manganese.
- Station 20+35 to Station 20+90 0 to 60 feet LT (Commercial Building, PESA Site 2684-26, 1926 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum.
- Station 20+90 to Station 21+20 0 to 60 feet LT (One Hour Cleaners, PESA Site 2684-25, 1925 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum.
- Station 21+20 to Station 21+45 0 to 60 feet LT (Hair Dreams Barber & Beauty Salon, PESA Site 2684-24, 1919 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum.
- Station 21+45 to Station 22+30 0 to 60 feet LT (The Way Back Inn, PESA Site 2684-23, 1915-1917 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum.

- Station 17+00 to Station 18+70 0 to 60 feet RT (Wallace Broadview Funeral Home, PESA Site 2684-29, 2020 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum and Manganese.
- Station 18+70 to Station 20+35 0 to 60 feet RT (Community Presbyterian Church, PESA Site 2684-28, 2000 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum.
- Station 20+35 to Station 22+00 0 to 60 feet RT (Dunkin Donuts, PESA Site 2684-21, 1940 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)Pyrene and Aluminum.
- Station 22+30 to Station 23+70 0 to 60 feet LT (Commercial Building, PESA Site 2684-22, 1901-1913 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum.
- Station 23+70 to Station 24+50 0 to 60 feet LT (Commercial Building, PESA Site 2684-19, 1821-1825 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum and Manganese.
- Station 24+50 to Station 25+00 0 to 60 feet LT (South Side Control Supply Company, PESA Site 2684-18, 1819 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum and Manganese.
- Station 25+00 to Station 25+30 0 to 60 feet LT (True Value Hardware, PESA Site 2684-17, 1815 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum.
- Station 25+30 to Station 25+80 0 to 60 feet LT (Hildebrand Sporting Goods, PESA Site 2684-16, 1809 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum.
- Station 25+80 to Station 26+30 0 to 60 feet LT (Dr. Evelyn R. Wiley and Associates Orthodontists, PESA Site 2684-15, 1807 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum.
- Station 26+30 to Station 27+00 0 to 60 feet LT (Commercial Building, PESA Site 2684-14, 1801-1805 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum.
- Station 23+20 to Station 23+70 0 to 60 feet RT (Commercial Building, PESA Site 2684-20, 1900-1904 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum and Manganese.
- Station 23+70 to Station 24+50 0 to 60 feet RT (Commercial Building, PESA Site 2684-13, 1820-1824 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 24+50 to Station 24+90 0 to 60 feet RT (Mixed-Use Building, PESA Site 2684-12, 1818 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)Pyrene, Aluminum, and Manganese.
- Station 24+90 to Station 25+00 0 to 60 feet RT (Commercial Building, PESA Site 2684-11, 1810-1812
   West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in

accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum and Manganese.

- Station 25+40 to Station 27+00 0 to 60 feet RT (Parking Lot, PESA Site 2684-10, 1800 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)Anthracene, Benzo(a)Pyrene, Benzo(b)Fluoranthene, Dibenzo(a,h)Anthracene, Lead, and Manganese.
- Station 27+00 to Station 28+40 0 to 60 feet LT (Commercial Building, PESA Site 2684-8, 1721-1731 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum and Manganese.
- Station 28+40 to Station 28+90 0 to 60 feet LT (The Blue Note, PESA Site 2684-7, 1715 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum and Manganese.
- Station 28+90 to Station 29+30 0 to 60 feet LT (Commercial Building, PESA Site 2684-6, 1709-1711 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum and Manganese.
- Station 29+30 to Station 30+10 0 to 60 feet LT (Commercial Building, PESA Site 2684-5, 1701-1707 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum and Manganese.
- Station 27+00 to Station 28+75 0 to 60 feet RT (Commercial Building, PESA Site 2684-9, 1718-1726 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)Pyrene, Aluminum, Arsenic, Lead, and Manganese.
- Station 28+75 to Station 30+10 0 to 60 feet RT (New to You, PESA Site 2684-4, 1700 West Roosevelt Road). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Aluminum and Manganese.

# STREET LIGHTING SPECIAL PROVISIONS

# General Electrical Requirements

Effective: January 1, 2012

Add the following to Article 801 of the Standard Specifications:

"Maintenance transfer and Preconstruction Inspection:

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

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

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

Marking of Existing Cable Systems. The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). The markings shall be taken to have a horizontal tolerance of at least 304.8 mm (one (1) foot) to either side. The request for the cable locations and marking shall be made at the same time the request for the maintenance transfer and preconstruction inspection is made. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The markings of existing systems are made strictly for assistance to the Contractor and this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. Note that the contractor shall be entitled to only one request for location marking of existing systems and that multiple requests may only be honored at the contractor's expense. No locates will be made after maintenance is transferred, unless it is at the contractor's expense.

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

Add the following to the 1st paragraph of Article 801.05(a) of the Standard Specifications:

"Items from multiple disciplines shall not be combined on a single submittal and transmittal. Items for lighting, signals, surveillance and CCTV must be in separate submittals since they may be reviewed by various personnel in various locations."

Revise the second sentence of the 5<sup>th</sup> paragraph of Article 801.05(a) of the Standard Specifications to read:

"The Engineer will stamp the submittals indicating their status as 'Approved', 'Approved as Noted', 'Disapproved', or 'Information Only'.

Revise the 6th paragraph of Article 801.05(a) of the Standard Specifications to read:

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

Revise Article 801.11(a) of the Standard Specifications to read:

"<u>Lighting Operation and Maintenance Responsibility</u>. The scope of work shall include the assumption of responsibility for the continuing operation and maintenance the of existing, proposed, temporary, sign and navigation lighting, or other lighting systems and all appurtenances affected by the work as specified elsewhere herein. Maintenance of lighting systems is specified elsewhere and will be paid for separately

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

Add the following to Section 801 of the Standard Specifications:

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

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

electrical tape and then covered by the specified insulating boot. The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side) and the receptacle side of the holder is connected to the line side."

Revise the 2<sup>nd</sup> paragraph of Article 801.16 of the Standard Specifications to read:

"When the work is complete, and seven days before the request for a final inspection, the full-size set of contract drawings. Stamped "RECORD DRAWINGS", shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or electrician. The record drawings shall be submitted in PDF format on CDROM as well as hardcopy for review and approval. In addition to the record drawings, copies of the final catalog cuts which have been Approved or Approved as Noted shall be submitted in PDF format along with the record drawings. The PDF files shall clearly indicate either by filename or PDF table of contents the respective pay item number. Specific part or model numbers of items which have been selected shall be clearly visible."

Add the following to Article 801.16 of the Standard Specifications:

"In addition to the specified record drawings, the Contactor shall record GPS coordinates of the following electrical components being installed, modified or being affected in other ways by this contract:

- Last light pole on each circuit
- Handholes
- Conduit roadway crossings
- Controllers
- Control Buildings
- Structures with electrical connections, i.e. DMS, lighted signs.
- Electric Service locations
- CCTV Camera installations
- Fiber Optic Splice Locations

Datum to be used shall be North American 1983.

Data shall be provided electronically and in print form. The electronic format shall be compatible with MS Excel. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

- 1. Description of item
- 2. Designation or approximate station if the item is undesignated
- 3. Latitude
- 4. Longitude

#### Examples:

Equipment Description	Equipment Designation	Latitude	Longitude
CCTV Camera pole	ST42	41.580493	-87.793378
FO mainline splice handhole	HHL-ST31	41.558532	-87.792571
Handhole	HH at STA 234+35	41.765532	-87.543571
Electric Service	Elec Srv	41.602248	-87.794053
Conduit crossing	SB IL83 to EB I290 ramp SIDE A	41.584593	-87.793378
Conduit crossing	SB IL83 to EB I290 ramp SIDE B	41.584600	-87.793432
Light Pole	DA03	41.558532	-87.792571
Lighting Controller	X	41.651848	-87.762053
Sign Structure	FGD	41.580493	-87.793378
Video Collection Point	VCP-IK	41.558532	-87.789771
Fiber splice connection	Toll Plaza34	41.606928	-87.794053

Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 100 feet. Upon verification, data collection can begin. Data collection can be made as construction progresses, or can be collected after all items are installed. If the data is unacceptable the contractor shall make corrections to the data collection equipment and or process and submit the data for review and approval as specified.

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have a minimum 5 meter accuracy after post processing.

GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

The GPS shall be the product of an established major GPS manufacturer having been in the business for a minimum of 6 years."

#### Luminaire

Effective: January 1, 2012

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

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

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

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

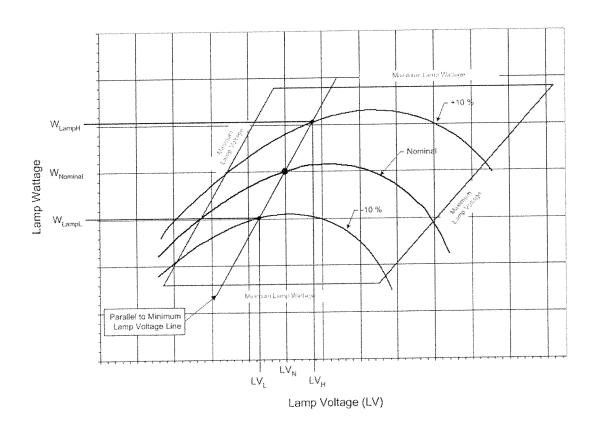
Revise Article 1067(f)(1) of the Standard Specifications to read:

"The high pressure sodium, auto-regulator, lead type (CWA) ballast shall be designed to ANSI Standards and shall be designed and rated for operation on a nominal 240 volt system. The ballast shall provide positive lamp ignition at the input voltage of 216 volts. It shall operate the lamp over a range of input voltages from 216 to 264 volts without damage to the ballast. It shall provide lamp

operation within lamp specifications for rated lamp life at input design voltage range. Operating characteristics shall produce output regulation not exceeding the following values:

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

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



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

where:

 $W_{LampH}$  = lamp watts at +10% line voltage when Lamp voltage = LV<sub>H</sub>  $W_{LampL}$  = lamp watts at - 10% line voltage when lamp voltage = LV<sub>L</sub>  $W_{lampN}$  = lamp watts at nominal lamp operating voltage = LV<sub>N</sub>

Wattage Nominal Lamp Voltage, LV <sub>N</sub>		LVL	LV <sub>H</sub>
750	120v	115v	125v
400	100v	95v	105v
310	100v	95v	105v
250	100v	95v	105v
150	55v	50v	60v
70	52v	47v	57v

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

Nominal Ballast Wattage	Maximum Ballast Losses
750	15%
400	20%
310	21%
250	24%
150	26%
70	34%

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

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

where:

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

Ballast output to lamp. At nominal system voltage and nominal lamp voltage, the ballast shall deliver lamp wattage with the variation specified in the following table.

Nominal Ballast Wattage	Output to lamp variation
750	± 7.5%
400	± 7.5%
310	± 7.5%
250	± 7.5%
150	± 7.5%
70	± 7.5%

Example: For a 400w luminaire, the ballast shall deliver 400 watts  $\pm 7.5\%$  at a lamp voltage of 100v for the nominal system voltage of 240v which is the range of 370w to 430w.

Ballast output over lamp life. Over the life of the lamp the ballast shall produce average output wattage of the nominal lamp rating as specified in the following table. Lamp wattage readings shall be taken at 5-volt increments throughout the ballast trapezoid. Reading shall begin at the lamp voltage  $(L_V)$  specified in the table and continue at 5 volt increments until the right side of the trapezoid is reached. The lamp wattage values shall then be averaged and shall be within the specified value of the nominal ballast rating. Submittal documents shall include a tabulation of the lamp wattage vs. lamp voltage readings.

Nominal Ballast Wattage	LV Readings begin at	Maximum Wattage Variation	
750	110v	± 7.5%	
400	90v	± 7.5%	
310	90v	± 7.5%	
250	90v	± 7.5%	
150	50v	± 7.5%	
70	45v	± 7.5%	

Example: For a 400w luminaire, the averaged lamp wattage reading shall not exceed the range of ±7.5% which is 370w to 430w"

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

"Independent Testing. Independent testing of luminaires shall be required whenever the pay item quantity of luminaires of a given pay item, as indicated on the plans, is 50 or more. For each luminaire type to be so tested, one luminaire plus one luminaire for each 50 luminaires shall be tested. Example: A plan pay item quantity of 75 luminaires for a specific pay item would dictate that 2 be tested; 135 luminaires would dictate that three be tested." If the luminaire performance table is missing from the contract documents, the luminaire(s) shall be tested and the test results shall be evaluated against the manufacturer's data as provided in the approved material submittal. The test luminaire(s) results shall be equal to or better than the published data. If the test results indicated performance not meeting the published data, the test luminaire will be designated as failed and corrective action as described herein shall be performed.

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

The Contractor shall select one of the following options for the required testing with the Engineer's approval:

- a. Engineer Factory Selection for Independent Lab: The Contractor may select this option if the luminaire manufacturing facility is within the state of Illinois. The Contractor shall propose an independent test laboratory for approval by the Engineer. The selected luminaires shall be marked by the Engineer and shipped to the independent laboratory for tests.
- b. Engineer Witness of Independent Lab Test: The Contractor may select this option if the independent testing laboratory is within the state of Illinois. The Engineer shall select, from the project luminaires at the manufacturer's facility or at the Contractor's storage facility, luminaires for testing by the independent laboratory.
- c. Independent Witness of Manufacturer Testing: The independent witness shall select from the project luminaires at the manufacturers facility or at the Contractor's storage facility, the luminaires for testing. The Contractor shall propose a qualified independent agent, familiar with the luminaire requirements and test procedures, for approval by the Engineer, to witness the required tests as performed by the luminaire manufacturer.

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

- Have been involved with roadway lighting design for at least 15 years.
- Not have been the employee of a luminaire or ballast manufacturer within the last 5 years.
- Not associated in any way (plan preparation, construction or supply) with the particular project being tested.
- Be a member of IESNA in good standing.
- Provide a list of professional references.

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

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

Should any of the tested luminaires fail to satisfy the specifications and perform according to approved submittal information, the luminaire shall be unacceptable and be replaced by alternate equipment meeting the specifications with the submittal and testing process repeated in their entirety; or corrections made to achieve required performance. In the case of corrections, the Contractor shall advise the Engineer of corrections made and shall request a repeat of the specified testing and, if the corrections are deemed reasonable by the Engineer, the testing process shall be repeated. The number of luminaires to be tested shall be the same quantity as originally tested; i.e. if three luminaires were tested originally, one, two or three failed, another three must be tested after corrective action is taken.

Revise Article 1067.06(a)(1) of the Standard Specifications to read:

"The lamps shall be of the clear type and shall have a color of 1900° to 2200° Kelvin."

Add the following table(s) to Article 1067 of the Standard Specifications:

# IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE

	GIVEN CONDITIONS	
ROADWAY DATA	Pavement Width	57 (ft)
	Number of Lanes	6
	I.E.S. Surface Classification	R3
	Q-Zero Value	.07
LIGHT POLE DATA	Mounting Height	35 (ft)
	Mast Arm Length	8 (ft)
	Pole Set-Back From Edge of Pavement	4 (ft)
LUMINAIRE DATA	Lamp Type	HPS
	Lamp Lumens	27500
	I.E.S. Vertical Distribution	Medium
	I.E.S. Control Of Distribution	Cutoff
	I.E.S. Lateral Distribution	Type II
	Total Light Loss Factor	0.70
LAYOUT DATA	Spacing	165 (ft)
	Configuration	Opposite
	Luminaire Overhang over edge of pavement	4 (ft)

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

### PERFORMANÇE REQUIREMENTS

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

LUMINANCE	Average Luminance, L <sub>AVE</sub>	0.90 Cd/m <sup>2</sup>
	Uniformity Ratio, LAVE/LMIN	3.0 (Max)
	Uniformity Ratio, L <sub>MAX</sub> /L <sub>MIN</sub>	5.0 (Max)
	Veiling Luminance Ratio, L <sub>V</sub> /L <sub>AVE</sub>	0.3 (Max)

# **Underground Raceways**

Effective: January 1, 2012

Revise Article 810.04 of the Standard Specifications to read:

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

Add the following to Article 810.04 of the Standard Specifications:

"All metal conduit installed underground shall be Rigid Steel Conduit unless otherwise indicated on the plans."

Add the following to Article 810.04 of the Standard Specifications:

"All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum or 300 mm (12") or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped. The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap. The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125") thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring."

Add the following to Article 810.04(c) of the Standard Specifications:

"Coilable non-metallic conduit shall be machine straightened to remove the longitudinal curvature caused by coiling the conduit onto reels prior to installing in trench, encasing in concrete or embedding in structure. The straightening shall not deform the cross-section of the conduit such that any two measured outside diameters, each from any location and at any orientation around the longitudinal axis along the conduit differ by more than 6 mm (0.25")." The longitudinal axis of the straightened conduit shall not deviate by more than 20 mm per meter (0.25" per foot" from a straight line. The HDPE and straightening mechanism manufacturer operating temperatures shall be followed.

# **Electric Utility Service Connection (ComEd)**

Effective: January 1, 2012

<u>Description.</u> This item shall consist of payment for work performed by ComEd in providing or modifying electric service as indicated. THIS MAY INVOLVE WORK AT MORE THAN ONE ELECTRIC SERVICE. For summary of the Electrical Service Drop Locations see the schedule contained elsewhere herein.

## **CONSTRUCTION REQUIREMENTS**

General. It shall be the Contractor's responsibility to contact ComEd. The Contractor shall coordinate his work fully with the ComEd both as to the work required and the timing of the installation. No additional compensation will be granted under this or any other item for extra work caused by failure to meet this requirement. Please contact ComEd, New Business Center Call Center, at 866 NEW ELECTRIC (1-866-639-3532) to begin the service connection process. The Call Center Representatives will create a work order for the service connection. The representative will ask the requestor for information specific to the request. The representative will assign the request based upon the location of project.

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

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

For bidding purposes, this item shall be estimated as \$5,000.00

<u>Basis Of Payment</u>: This work shall be paid for at the Contract unit price per Lump Sum for **ELECTRIC UTILITY SERVICE CONNECTION** which shall be reimbursement in full for electric utility service charges.

# **Electric Service Installation**

Effective: January 1, 2012

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

Materials. Materials shall be in accordance with the Standard Specifications.

# CONSTRUCTION REQUIREMENTS

**General.** The Contractor shall ascertain the work being provided by the electric utility and shall provide all additional material and work not included by other contract pay items required to complete the electric service work in complete compliance with the requirements of the utility.

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

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

<u>Basis Of Payment</u>: This work will be paid for at the Contract unit price per Each for **ELECTRIC SERVICE INSTALLATION** which shall be payment in full for the work specified herein.

**Unit Duct** 

Effective: January 1, 2012

Revise the first paragraph of Article 810.04 to read:

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

Revise Article 1088.01(c) to read:

"(c) Coilable Nonmetallic Conduit.

#### General:

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

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

The duct shall be UL Listed per 651-B for continuous length HDPE coiled conduit. The duct shall also comply with NEC Article 354.100 and 354.120.

Submittal information shall demonstrate compliance with the details of these requirements.

#### Dimensions:

Duct dimensions shall conform to the standards listed in ASTM D2447. Submittal information shall demonstrate compliance with these requirements.

Nominal Size		Nomina	Nominal I.D. Nominal O.D		1 O.D.	Minimum Wall	
Mm	in	mm	in	mm	in	mm	in
31.75	1.25	35.05	1.380	42.16	1.660	3.556 +0.51	0.140 +0.020
38.1	1.50	40.89	1.610	48.26	1.900	3.683 +0.51	0.145 +0.020

	Nominal Size		Pulled Tensile	
Ī			N	lbs
	31.75	1.25	3322	747
	38.1	1.50	3972	893

#### Marking:

As specified in NEMA Standard Publication No. TC-7, the duct shall be clearly and durably marked at least every 3.05 meters (10 feet) with the material designation (HDPE for high density polyethylene), nominal size of the duct and the name and/or trademark of the manufacturer.

#### Performance Tests:

Polyethylene Duct testing procedures and test results shall meet the requirements of UL 651. Certified copies of the test report shall be submitted to the Engineer prior to the installation of the duct. Duct crush test results shall meet or exceed the following requirements:

Duct Diameter		Min. force required to deform sample 50%	
		N	lbs
35	1.25	4937	1110
41	1.5	4559	1025

#### Wire and Cable

Effective: January 1, 2012

Add the following to the first paragraph of Article 1066.02(a):

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

Aerial Electric Cable Properties

Pha	se Conducto	or		Messenger v	vire
Size	Stranding	Average		Minimum	Stranding
AWG			ation	Size	
		Thick	ness	AWG	
		mm mils			
6	7	1.1	(45)	6	6/1
4	7	1.1	(45)	4	6/1
2	7	1.1	(45)	2	6/1
1/0	19	1.5	(60)	1/0	6/1
2/0	19	1.5	(60)	2/0	6/1
3/0	19	1.5	(60)	3/0	6/1
4/0	19	1.5	(60)	4/0	6/1

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

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

Revise Article 1066.04 to read:

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

Revise the second paragraph of Article 1066.05 to read:

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

## Maintenance of Lighting Systems

Effective: January 1, 2012

Replace Article 801.11 and 801.12 of the Standard Specifications with the following:

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

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

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

#### Maintenance of Existing Lighting Systems

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

#### Extent of Maintenance.

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

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

## Maintenance of Proposed Lighting Systems

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

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

## **Lighting System Maintenance Operations**

The Contractor's responsibility shall include all applicable responsibilities of the Electrical Maintenance Contract, State of Illinois, Department of Transportation, Division of Highways, District One. These responsibilities shall include the maintenance of lighting units (including sign lighting), cable runs and lighting controls. In the case of a pole knockdown or sign light damage, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service. The equipment shall then be re-set by the contractor within the time limits specified herein.

If the equipment damaged by normal vehicular traffic, not contractor operations, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind with payment made for such equipment under Article 109.04. If the equipment damaged by any construction operations, not normal vehicular traffic, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind and the cost of the equipment shall be included in the cost of this pay item and shall not be paid for separately.

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

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

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

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

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from any monies owed to the Contractor. Repeated failures and/or a gross failure of maintenance shall result in the State's Electrical Maintenance Contractor being directed to correct all deficiencies and the resulting costs deducted from any monies owed the contractor.

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

## **Operation of Lighting**

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Lighting systems shall not be kept in operation during long daytime periods.

#### **Method of Measurement**

The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request. Months in which the lighting systems are not maintained and not operational will not be paid for. Payment shall not be made retroactively for months in which lighting systems were not operational.

<u>Basis of Payment</u>: Maintenance of lighting systems shall be paid for at the Contract unit price per Calendar Month for **MAINTENANCE OF LIGHTING SYSTEM**, which shall include all work as described herein.

# ORNAMENTAL LIGHT POLE, ALUMINUM WITH CONTEMPORARY ARM

Work shall be in accordance with Section 830 insofar as applicable, modified herein and as detailed on the Plans.

<u>Materials</u>: The light pole shall be in accordance with Article 1069 insofar as much as applicable and as specified herein and as detailed on the Plans.

The light pole is to be aluminum, with a mounting height of 35', 8' decorative mast arm and two 24" Banner Arms. The pole is to have a two piece cast aluminum clam shell type base all similar in style to that shown on the project plans.

The light pole (complete assembly) shall have a black powder coated finish.

Basis of Payment: This item shall be paid for at the Contract unit price per Each for ORNAMENTAL LIGHT POLE, ALUMINUM WITH CONTEMPORARY ARM, which price shall include all labor, material, and equipment necessary to furnish and install the light pole in accordance with the Specifications.

# $\frac{\text{LUMINAIRE, STREET LIGHTING, HIGH PRESSURE SODIUM VAPOR, 250 WATT, 240}{\text{VOLT}}$

Work shall be in accordance with Section 821 insofar as applicable, modified herein and as detailed on the Plans.

The luminaire shall be in accordance with Section 1067 insofar as much as applicable and as specified herein and as detailed on the Plans.

- a) The luminaire shall be as manufactured by ,or equal of the type listed herein:
- 1) Hadco Westbrooke Catalog No. CF15TAGF3NG250SG
- 2) Lumec Domus Catalog No. DMS50-250HPS-SCDB3M240SMBMM
- 3) Engineer Approved equal

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Each for LUMINAIRE, STREET LIGHTING, HIGH PRESSURE SODIUM VAPOR, 250 WATT, 240 VOLT, which price shall include all labor, material, and equipment necessary to furnish and install the luminaire in accordance with the Specifications.

# **ELECTRICAL CONNECTION TO EXISTING LIGHTING SYSTEM**

This item shall involve the connection of the new unit duct to the existing lighting system at the light poles or handholes as indicated on the plans or as directed by the Engineer.

The unit duct and wires shall extend within the raceway into the base of the pole or into the handhole where they will be spliced into the existing circuit within the pole.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Each for ELECTRICAL CONNECTION TO EXISTING LIGHTING SYSTEM, which price shall include all costs for furnishing the required labor, materials and equipment necessary to complete the item in accordance with these specifications.

# REMOVAL OF LIGHTING CONTROLLER FOUNDATION

Work shall be in accordance with Section 845except as modified herein.

The existing lighting controller foundation at 20th Avenue and Roosevelt Road extends above ground. The removal of this foundation will include any portion below and above ground.

<u>Basis of Payment</u>: This item shall be paid for at the Contract unit price per Each for REMOVAL OF LIGHITNG CONTROLLER FOUNDATION, which price shall include all labor, material, and equipment necessary to complete the work in accordance with the Specifications.

## **DISTRICT ONE SPECIAL PROVISIONS**

# RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDED-1)

Effective: November 1, 2012 Revise: November 1, 2013

Revise Section 1031 of the Standard Specifications to read:

# "SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

1031.01 Description. Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve. RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
  - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
  - (2) Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

1031.02 Stockpiles. RAP and RAS stockpiles shall be according to the following.

(a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the

base. All stockpiles (including unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc...).

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.
- (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 inch single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".
- RAP or FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, plant cleanout etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.
- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall be sufficiently separated to prevent intermingling at the base. Each stockpile shall be signed indicating what type of RAS is present.
  - However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of type 1 RAS with type 2 RAS. The source will not be permitted to

change the ratio of the blend without the Department prior written approval. The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type and lot number shall be maintained by project contract number and kept for a minimum of three years.

**1031.03 Testing.** FRAP and RAS testing shall be according to the following.

- (a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.
  - (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
  - (2) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.
  - (3) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Before extraction, each field sample of FRAP, shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

- (b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.
  - (1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed.

Additional incoming RAS shall be in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

(2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

The Contractor shall obtain and make available all test results from start of the initial stockpile sampled and tested at the shingle processing facility in accordance with the facility's QC Plan.

Before extraction, each field sample shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

# 1031.04 Evaluation of Tests. Evaluation of tests results shall be according to the following.

(a) Evaluation of FRAP Test Results. All test results shall be compiled to include asphalt binder content, gradation and, when applicable (for slag), G<sub>mm</sub>. A five test average of results from the original pile will be used in the mix designs. Individual extraction test results run thereafter, shall be compared to the average used for the mix design, and will be accepted if within the tolerances listed below.

	70.40
Parameter	FRAP
No. 4 (4.75 mm)	± 6 %
No. 8 (2.36 mm)	± 5 %
No. 30 (600 μm)	± 5 %
No. 200 (75 μm)	± 2.0 %
Asphalt Binder	± 0.3 %
G <sub>mm</sub>	$\pm~0.03^{-1/}$

1/ For stockpile with slag or steel slag present as determined in the current Manual of Test Procedures Appendix B 21, "Determination of Reclaimed Asphalt Pavement Aggregate Bulk Specific Gravity".

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the FRAP stockpile shall not be used in Hot-Mix Asphalt unless the FRAP representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

The Contractor shall maintain a representative moving average of five tests to be used for Hot-Mix Asphalt production.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)" or Illinois Modified AASHTO T-164-11, Test Method A.

(b) Evaluation of RAS Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. A five test average of results from the original pile will be used in the mix designs. Individual test results run thereafter, when compared to the average used for the mix design, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	±5%
No. 30 (600 μm)	± 4 %
No. 200 (75 μm)	± 2.5 %
Asphalt Binder Content	± 2.0 %

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the RAS shall not be used in Hot-Mix Asphalt unless the RAS representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

(c) Quality Assurance by the Engineer. The Engineer may witness the sampling and splitting conduct assurance tests on split samples taken by the Contractor for quality control testing a minimum of once a month.

The overall testing frequency will be performed over the entire range of Contractor samples for asphalt binder content and gradation. The Engineer may select any or all split samples for assurance testing. The test results will be made available to the Contractor as soon as they become available.

The Engineer will notify the Contractor of observed deficiencies.

Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits.

Test Parameter	Acceptable Lin	nits of Precision
% Passing:1/	FRAP	RAS
1 / 2 in.	5.0%	
No. 4	5.0%	

No. 8	3.0%	4.0%
No. 30	2.0%	3.0%
No. 200	2.2%	2.5%
Asphalt Binder Content	0.3%	1.0%
G <sub>mm</sub>	0.030	

1/ Based on washed extraction.

In the event comparisons are outside the above acceptable limits of precision, the Engineer will immediately investigate.

(d) Acceptance by the Engineer. Acceptable of the material will be based on the validation of the Contractor's quality control by the assurance process.

# 1031.05 Quality Designation of Aggregate in RAP and FRAP.

- (a) RAP. The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
  - (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
  - (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
  - (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
  - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the

BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

1031.06 Use of FRAP and/or RAS in HMA. The use of FRAP and/or RAS shall be a Contractor's option when constructing HMA in all contracts.

- (a) FRAP. The use of FRAP in HMA shall be as follows.
  - (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
  - (2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.
  - (3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.
  - (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.
  - (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.

When FRAP, RAS or FRAP in conjunction with RAS is used, the percent of virgin asphalt binder replacement (ABR) shall not exceed the amounts indicated in the table below for a given N Design.

Max Asphalt Binder Replacement for FRAP with RAS Combination

HMA Mixtures 1/2/4/	Maximum % ABR		
Ndesign	Binder/Leveling	Surface	Polymer

	Binder		Modified 3/
30L	50	40	30
50	40	35	30
70	40	30	30
90	40	30	30
4.75 mm N-50			40
SMA N-80			30

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the percent asphalt binder replacement shall not exceed 50% of the total asphalt binder in the mixture.
- When the binder replacement exceeds 15 percent for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 percent, the required virgin asphalt binder grade shall be PG64-28.
- When the ABR for SMA or IL-4.75 is 15 percent or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.
- When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10%.

1031.07 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the detailed requirements specified herein.

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.500 shall be used for mix design purposes.

1031.08 HMA Production. HMA production utilizing FRAP and/or RAS shall be as follows.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAS and FRAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of

the mix, the sizing device shall be set at a size specified by the Engineer.

If during mix production, corrective actions fail to maintain FRAP, RAS or QC/QA test results within control tolerances or the requirements listed herein the Contractor shall cease production of the mixture containing FRAP or RAS and conduct an investigation that may require a new mix design.

- (a) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.
- (b) HMA Plant Requirements. HMA plants utilizing FRAP and/or RAS shall be capable of automatically recording and printing the following information.
  - (1) Dryer Drum Plants.
    - a. Date, month, year, and time to the nearest minute for each print.
    - b. HMA mix number assigned by the Department.
    - c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
    - d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
    - e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
    - f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
    - g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
    - h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)
    - i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
    - j. Accumulated mixture tonnage.

- k. Dust Removed (accumulated to the nearest 0.1 ton)
- (2) Batch Plants.
  - a. Date, month, year, and time to the nearest minute for each print.
  - b. HMA mix number assigned by the Department.
  - c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
  - d. Mineral filler weight to the nearest pound (kilogram).
  - f. RAS and FRAP weight to the nearest pound (kilogram).
  - g. Virgin asphalt binder weight to the nearest pound (kilogram).
  - h. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

**1031.09** RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP or FRAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used to construct aggregate surface course and aggregate shoulders shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications"
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded, FRAP, or single sized will not be accepted for use as Aggregate Surface Course and Aggregate Shoulders."

#### ADJUSTMENTS AND RECONSTRUCTIONS

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

"602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-1 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020."

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

"Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or

binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.05 to read:

"603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.06 to read:

"603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-1 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface."

Revise the first sentence of Article 603.07 to read:

"603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b."

# FINE AGGREGATE FOR HOT- MIX ASPHALT (HMA) (D-1)

Effective: May 1, 2007 Revised: January 1, 2012

Revise Article 1003.03 (c) of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradation for all HMA shall be FA1, FA 2, FA 20, FA 21 or FA 22. When Reclaimed Asphalt Pavement (RAP) is incorporated in the HMA design, the use of FA 21 Gradation will not be permitted.

# COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL, AND BEDDING (D-1)

Effective: November 1, 2011 Revised: November 1, 2013

This work shall be according to Section 1004.05 of the Standard Specifications except for the following:

Reclaimed Asphalt Pavement (RAP) maybe blended with gravel, crushed gravel, crushed stone crushed concrete, crushed slag, chats, crushed sand stone or wet bottom boiler slag. The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". The RAP shall be uniformly graded and shall pass the 1.0 in. (25 mm) screen. When RAP is blended with any of the coarse aggregate listed above, the blending shall be done mechanically with calibrated feeders. The feeders

shall have an accuracy of  $\pm$  2.0 percent of the actual quantity of material delivered. The final blended product shall not contain more than 40 percent by weight RAP.

The coarse aggregate listed above shall meet CA 6 and CA 10 gradations prior to being blended with the processed and uniformly graded RAP. Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

## FRICTION SURFACE AGGREGATE (D1)

Effective: January 1, 2011 Revised: November 1, 2013

Revise Article 1004.01(a)(4) of the Standard Specifications to read:

- "(4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.
  - a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
  - b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase."

Revise Article 1004.03(a) of the Standard Specifications to read:

"1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following revisions.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination:  Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete

Use	Mixture	Aggregates Allowed	
HMA All Other	Shoulders	Allowed Alone or in Combination:  Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) 1/ Crushed Steel Slag <sup>1</sup> / Crushed Concrete	
HMA High ESAL Low ESAL	C Surface IL-12.5,IL-9.5, or IL-9.5L	Allowed Alone or in Co Crushed Gravel Carbonate Crushed Sto Crystalline Crushed Sto Crushed Sandstone Crushed Slag (ACBF) 1 Crushed Steel Slag 1/ Crushed Concrete	one one
HMA High ESAL	D Surface IL-12.5 or IL-9.5	Allowed Alone or in Combination:  Crushed Gravel Carbonate Crushed Stone (other than Limestone) Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) 1/ Crushed Steel Slag 1/ Crushed Concrete	
		Other Combinations Allowed:	
		Up to	With
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) <sup>1/</sup> or Crushed Sandstone

Use	Mixture	Aggregates Allowed	
HMA High ESAL	F Surface IL-12.5 or IL-9.5	Allowed Alone or in Constalline Crushed Sandstone Crushed Slag (ACBF Crushed Steel Slag <sup>1/2</sup> No Limestone or no Constalline Combinations of Constalline Co	Stone  (1)  (2)  (2)  (3)  (4)  (5)  (6)  (7)  (7)  (7)  (7)  (8)  (8)  (9)  (9)  (9)  (9)  (9)  (9
HMA High ESAL	SMA Ndesign 80 Surface	Crystalline Crushed Stone Crushed Sandstone Crushed Steel Slag	

1/ When either slag is used, the blend percentages listed shall be by volume.

Add the following to Article 1004.03 (b):

<sup>&</sup>quot;When using Crushed Concrete, the quality shall be determined as follows. The Contractor shall obtain a representative sample from the stockpile, witnessed by the Engineer, at a frequency of 2500 tons (2300 metric tons). The sample shall be a minimum of 50 lb (25 kg). The Contractor shall submit the sample to the District Office. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent by weight will be applied for acceptance. The stockpile shall be sealed until test results are complete and found to meet the specifications above."

## GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D-1)

Effective: June 26, 2006 Revised: January 1, 2013

Add the following to the end of article 1032.05 of the Standard Specifications:

"(c) Ground Tire Rubber (GTR) Modified Asphalt Binder. A quantity of 10.0 to 14.0 percent GTR (Note 1) shall be blended by dry unit weight with a PG 64-28 to make a GTR 70-28 or a PG 58-28 to make a GTR 64-28. The base PG 64-28 and PG 58-28 asphalt binders shall meet the requirements of Article 1032.05(a). Compatible polymers may be added during production. The GTR modified asphalt binder shall meet the requirements of the following table.

Test	Asphalt Grade GTR 70-28	Asphalt Grade GTR 64-28
Flash Point (C.O.C.), AASHTO T 48, °F (°C), min.	450 (232)	450 (232)
Rotational Viscosity, AASHTO T 316 @ 275 °F (135 °C), Poises, Pa·s, max.	30 (3)	30 (3)
Softening Point, AASHTO T 53, °F (°C), min.	135 (57)	130 (54)
Elastic Recovery, ASTM D 6084, Procedure A (sieve waived) @ 77 °F, (25 °C), aged, ss, 100 mm elongation, 5 cm/min., cut immediately, %, min.	65	65

Note 1. GTR shall be produced from processing automobile and/or light truck tires by the ambient grinding method. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall contain no free metal particles or other materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois modified AASHTO T 27, a 50 g sample of the GTR shall conform to the following gradation requirements:

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 μm)	95 ± 5
No. 50 (300 μm)	> 20

Add the following to the end of Note 1. of article 1030.03 of the Standard Specifications:

"A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated

and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of  $\pm$  0.40 percent."

Revise 1030.02(c) of the Standard Specifications to read:

"(c) RAP Materials (Note 3) ......1031"

Add the following note to 1030.02 of the Standard Specifications:

Note 3. When using reclaimed asphalt pavement and/or reclaimed asphalt shingles, the maximum asphalt binder replacement percentage shall be according to the most recent special provision for recycled materials.

## **HMA MIXTURE DESIGN REQUIREMENTS (D-1)**

Effective: January 1, 2013 Revised: November 1, 2013

Revise Article 406.14(b) of the Standard Specifications to read.

"(b) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was not produced within 2.0 to 6.0 percent air voids or within the individual control limits of the JMF, the mixture and test strip will not be paid for and the mixture shall be removed at the Contractor's expense. An additional test strip and mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF."

Revise Article 406.14(c) of the Standard Specifications to read.

"(c) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF, the mixture shall be removed. Removal will be paid in accordance to Article 109.04 of the Standard Specifications. This initial mixture and test strip will be paid for at the contract unit prices. The additional mixture will be paid for at the contract unit price, and any additional test strips will be paid for at one half the unit price of each test strip."

### 1) Design Composition and Volumetric Requirements

Revise the following table in Article 1030.01 of the Standard Specifications to read.

High ESAL	IL-25.0 binder; IL-19.0 binder;
	IL-12.5 surface; IL-9.5 surface; IL-4.75, SMA

Revise the following table in Article 1030.04(a)(1):

"(1) High ESAL Mixtures. The Job Mix Formula (JMF) shall fall within the following limits.

High ESAL, MIXTURE COMPOSITION (% PASSING) 1/															
Sieve	IL-25.0		IL-	IL-19.0		IL-12.5		IL-9.5		IL-4.75		SMA 4/		SMA 4/	
Size	mm i		m	nm m		nm		mm		mm		IL-12.5		IL-9.5	
		·									mm		mm		
	Min	max	min	max	min	max	min	max	min	max	min	max	min	max	
1 1/2 in		100													
(37.5 mm)												ļ		ļ	
1 in. (25 mm)	90	100		100				Angelen de la An				The state of the s			
3/4 in. (19 mm)		90	82	100		100						100			
1/2 in. (12.5 mm)	45	75	50	85	90	100		100		100	80	100		100	
3/8 in. (9.5 mm)						89	90	100		100		65	90	100	
#4 (4.75 mm)	24	42 <sup>2/</sup>	24	50 <sup>2/</sup>	28	65	32	69	90	100	20	30	36	50	
#8 (2.36 mm)	16	31	20	36	28	48 3/	32	52 <sup>3/</sup>	70	90	16	24 5/	16	32	
#16 (1.18 mm)	10	22	10	25	10	32	10	32	50	65					
#30											12	16	12	18	
(600 µm)											12		12	10	
#50 (300 μm)	4	12	4	12	4	15	4	15	15	30					
#100 (150 μm)	3	9	3	9	3	10	3	10	10	18			***************************************		
#200 (75 μm)	3	6	3	6	4	6	4	6	7	9 6/	7.0	9.0 6/	7.5	9.5 6/	
Ratio Dust/Asph alt Binder		1.0		1.0		1.0		1.0		1.0		1.5		1.5	

<sup>1/</sup> Based on percent of total aggregate weight.

<sup>2/</sup> The mixture composition shall not exceed 40 percent passing the #4 (4.75 mm) sieve for binder courses with Ndesign  $\geq$  90.

<sup>3/</sup> The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign  $\geq$  90.

- The maximum percent passing the 20  $\mu$ m sieve shall be  $\leq$  3 percent.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the #8 (2.36mm) sieve shall not be adjusted above 24 percent.
- 6/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer."

Delete Article 1030.04(a)(4) of the Standard Specifications.

Revise Article 1030.04(b)(1) of the Standard Specifications to read.

"(1) High ESAL Mixtures. The target value for the air voids of the HMA shall be 4.0 percent and for IL-4.75 it shall be 3.5 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix, and shall conform to the following requirements.

VOLUMETRIC REQUIREMENTS High ESAL							
	Voids Filled						
		with Asphalt					
		Binder					
Ndesign	IL-25.0	IL-19.0	IL-12.5	IL-9.5	IL-	(VFA),	
					$4.75^{1/}$	%	
50					18.5	65 – 78 <sup>2/</sup>	
- 70	12.0	13.0	14.0	15.0			
90	12.0	15.0	14.0	13.0		65 - 75	
105							

- 1/ Maximum Draindown for IL-4.75 shall be 0.3%
- 2/ VFA for IL-4.75 shall be 72-85%"

Delete Article 1030.04(b) (4) of the Standard Specifications.

Revise table in Article 1030.04(b)(5) as follows:

## "(5) SMA Mixtures.

Volumetric Requirements SMA <sup>1/</sup>							
Ndesign	Design Air Voids Target %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %				
80 4/	3.5	17 <sup>2/</sup> 16 <sup>3/</sup>	75 - 83				

- 1/ Maximum Draindown shall be 0.3%.
- 2/ Applies when specific gravity of coarse aggregate is  $\geq 2.760$ .
- 3/ Applies when specific gravity of coarse aggregate is < 2.760.
- For surface course, coarse aggregate shall be Class B Quality; the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone.\*

  For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.\*

#### 2) Design Verification and Production

<u>Description</u>. The following states the requirements for Hamburg Wheel and Tensile Strength testing for High ESAL, IL-4.75, and Stone Matrix Asphalt (SMA) hot-mix asphalt (HMA) mixes during mix design verification and production.

When the options of Warm Mix Asphalt, Reclaimed Asphalt Shingles, or Reclaimed Asphalt Pavement are used by the Contractor, the Hamburg Wheel and tensile strength requirements in this special provision will be superseded by the special provisions for Warm Mix Asphalt and/or by the District special provision for Reclaimed Asphalt Pavement and Reclaimed Asphalt Shingles as applicable.

Mix Design Testing. Add the following to Article 1030.04 of the Standard Specifications:

"(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (IL mod AASHTO T-324) and the Tensile Strength Test (IL mod AASHTO T-283). The Department will perform a verification test on gyratory specimens compacted by the Contractor. If the mix fails the Department's verification test, the Contractor shall make the necessary changes to the mix and resubmit compacted specimens to the Department for verification. If the mix fails again, the mix design will be rejected.

All new and renewal mix designs will be required to be tested, prior to submittal for Department verification meeting the following requirements:

(1) Hamburg Wheel Test criteria.

Asphalt Binder Grade	# Repetitions	Max Rut Depth (mm)
PG 70 -XX (or higher)	20,000	12.5
PG 64 -XX (or lower)	10,000	12.5

Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions.

<sup>\*</sup>Blending of different types of aggregate will not be permitted.

For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000 repetitions.

(2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 415 kPa (60 psi) for non-polymer modified performance graded (PG) asphalt binder and 550 kPa (80 psi) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 1380 kPa (200 psi)."

#### Production Testing.

Revise first paragraph of Article 1030.06(a) to read:

"(a) High ESAL and IL-4.75 Mixtures. For each contract, a 300 ton (275 metric tons) test strip, except for IL -4.75 it will be 400 ton (363 metric ton), will be required at the beginning of HMA production for each mixture with a quantity of 3000 tons (2750 metric tons) or more according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures"."

Delete second paragraph of Article 1030.06 (a).

Revise first sentence in fourth paragraph of Article 1030.06 (a) to read:

"Before constructing the test strip, target values shall be determined by applying gradation correction factors to the JMF when applicable."

Mixture sampled to represent the test strip shall include additional material sufficient for the Department to conduct Hamburg Wheel testing according to Illinois Modified AASHTO T324 (approximately 60 lb (27 kg) total).

Add the following to Article 1030.06 of the Standard Specifications:

(c) Hamburg Wheel Test. All HMA mixtures shall be sampled within the first 500 tons (450 metric tons) on the first day of production or during start up with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract.

The Department may conduct additional Hamburg Wheel Tests on production material as determined by the Engineer. If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria"

The Contractor shall immediately cease production upon notification by the Engineer of failing Hamburg Wheel test. All prior produced material may be paved out provided all other mixture criteria are being met. No additional mixture shall be produced until the Engineer receives passing Hamburg Wheel tests.

Basis of Payment. Revise the seventh paragraph of Article 406.14 of the Standard Specifications to read:

"For all mixes designed and verified under the Hamburg Wheel criteria, the cost of furnishing and introducing anti-stripping additives in the HMA will not be paid for separately, but shall be considered as included in the contract unit price of the HMA item involved.

No additional compensation will be awarded to the Contractor because of reduced production rates associated with the addition of the anti-stripping additive."

#### DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (DISTRICT 1)

Effective: April 1, 2011 Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

"(i)	Temporary Hot-Mix Asphalt (HMA) Ramp (Note 1)	
		030
7:1	Townson, Dukhan Danna (Nata 2)	

(j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

Note 2. The rubber material shall be according to the following.

Property	Test Method	Requirement
Durometer Hardness, Shore A	ASTM D 2240	75 ±15
Tensile Strength, psi (kPa)	ASTM D 412	300 (2000) min
Elongation, percent	ASTM D 412	90 min
Specific Gravity	ASTM D 792	1.0 - 1.3
Brittleness, °F (°C)	ASTM D 746	-40 (-40)"

Revise Article 603.07 of the Standard Specifications to read:

"603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.

When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

(a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm)

around the entire surface of the casting.

(b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)
Thickness at inside edge	Height of casting $\pm$ 1/4 in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min

Placement shall be according to the manufacturer's specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03."

### BITUMINOUS PRIME COAT FOR HOT-MIX ASPHALT PAVEMENT (FULL DEPTH) (D-1)

Effective: May 1, 2007

Revise Article 407.06(b) of the Standard Specifications to read:

"A bituminous prime coat shall be applied between each lift of HMA according to Article 406.05(b) at a rate of 0.02 to 0.05 gal/sq yd (0.1 to 0.2 L/sq m), the exact rate to be determined by the Engineer."

Revise the second paragraph of Article 407.12 of the Standard Specifications to read:

"Prime Coat will be paid for at the contract unit price per gallon (liter) or per ton (metric ton) for BITUMINOUS MATERIALS (PRIME COAT)."

#### SIGN SHOP DRAWING SUBMITTAL

Effective: January 22, 2013

Add the following paragraph to Article 720.03:

"Shop drawings will be required, according to Article 105.04, for all Arterials/Expressway signs except standards/highway signs covered in the MUTCD. Shop drawings shall be submitted to the Engineer for review and approval prior to fabrication. The shop drawings shall include dimensions, letter sizing, font type, colors and materials."

#### PUBLIC CONVENIENCE AND SAFETY (DISTRICT ONE)

Effective: May 1, 2012 Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

"If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply."

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

"The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After"

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

"On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical."

#### **TEMPORARY INFORMATION SIGNING**

Effective: November 13, 1996 Revised: January 2, 2007

#### Description.

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

#### Materials.

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

	Item	Article/Section
a.)	Sign Base (Notes 1 & 2)	1090
b.)	Sign Face ( Note 3)	1091
c.)	Sign Legends	1092
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 4)	1090.02

- Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.
- Note 2. Type A sheeting can be used on the plywood base.
- Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.
- Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

#### **GENERAL CONSTRUCTION REQUIRMENTS**

#### Installation

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

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

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

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

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

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

Basis Of Payment: This work shall be paid for at the Contract unit price per Square Foot for TEMPORARY INFORMATION SIGNING.

#### AGGREGATE SUBGRADE IMPROVEMENT (D-1)

Effective: February 22, 2012 Revised: November 1, 2013

Add the following Section to the Standard Specifications:

#### "SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

303.01 Description. This work shall consist of constructing an aggregate subgrade improvement.

**303.02** Materials. Materials shall be according to the following.

	Item	Article/Section
(a)	Coarse Aggregate	1004
(b)	Reclaimed Asphalt Pavement (RAP) (Notes 1, 2 and 3)	1031

Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradations CS 01 or CS 02 but shall not exceed 40 percent of the total product. The top size of the Coarse RAP shall be less than 4 in. (100 mm) and well graded.

Note 2. RAP having 100 percent passing the 1 1/2 in. (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradations CS 01 or CS 02 are used in lower lifts. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.

.....

- Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- **303.03** Equipment. The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer.
- **303.04** Soil Preparation. The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.
- **303.05** Placing Aggregate. The maximum nominal lift thickness of aggregate gradations CS 01 or CS 02 shall be 24 in. (600 mm).
- **303.06** Capping Aggregate. The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When Reclaimed Asphalt Pavement (RAP) is used, it shall be crushed and screened where 100 percent is passing the 1 1/2 in. (37.5 mm) sieve and being well graded. RAP that has been fractionated to size will not be permitted for use in capping. Capping aggregate will not be required when the aggregate subgrade improvement is used as a cubic yard pay item for undercut applications. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.
- **303.07** Compaction. All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.
- **303.08** Finishing and Maintenance of Aggregate Subgrade Improvement. The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.
- **303.09 Method of Measurement.** This work will be measured for payment according to Article 311.08.
- 303.10 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified.

Add the following to Section 1004 of the Standard Specifications:

- " 1004.06 Coarse Aggregate for Aggregate Subgrade Improvement. The aggregate shall be according to Article 1004.01 and the following.
  - (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete.
  - (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
  - (c) Gradation.
    - (1) The coarse aggregate gradation for total subgrade thicknesses of 12 in. (300 mm) or greater shall be CS 01 or CS 02.

	COARSE AGGREGATE SUBGRADE GRADATIONS				
Grad No.	Sieve Size and Percent Passing				
Grad No.	8"	6"	4"	2"	#4
CS 01	100	$97 \pm 3$	$90 \pm 10$	$45 \pm 25$	$20 \pm 20$
CS 02		100	$80 \pm 10$	$25 \pm 15$	

	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)				
Grad No.	Sieve Size and Percent Passing				
Grad No.	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 01	100	$97 \pm 3$	$90 \pm 10$	$45 \pm 25$	$20 \pm 20$
CS 02		100	$80 \pm 10$	$25 \pm 15$	

- (2) The 3 in. (75 mm) capping aggregate shall be gradation CA 6 or CA 10.
- (3) Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

# TRAFFIC SIGNAL SPECIFICATIONS FOR DETECTOR REPLACEMENT AND/OR INSTALLATION ON ROADWAY GRINDING, RESURFACING, & PATCHING OPERATIONS (D1)

Effective: October 1, 1999 Revised: January 1, 2007

The following Traffic Signal Special Provisions and the "District 1 Standard Traffic Signal Design Details" supplement the requirements of the State of Illinois "Standard Specifications for Road and Bridge Construction.".

The intent of this Special Provision is to prescribe the materials and construction methods commonly used to replace traffic signal detector loops and replace magnetic signal detectors with detector loops during roadway resurfacing, grinding and patching operations. Loop detector replacement will not require the transfer of traffic signal maintenance from the District Electrical Maintenance Contractor to this contract's electrical contractor. Replacement of magnetic detector will require wiring revisions inside the control cabinet and therefore the transfer of maintenance will be required. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer.

The work to be provided under this contract consists of furnishing and installing all traffic signal work as specified on the Plans and as specified herein in a manner acceptable and approved by the Engineer.

NOTIFICATION OF INTENT TO WORK. Contracts such as pavement grinding or patching which result in the destruction of traffic signal detection require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the detection removal, the Contractor shall notify the:

- Traffic Signal Maintenance and Operations Engineer at (847)705-4424
- IDOT Electrical Maintenance Contractor at (773) 287-7600

at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection.

Failure to provide proper notification may require the District's Electrical Maintenance Contractor to be called to investigate complaints of inadequate traffic signal timing. All costs associated with these expenses will be paid for by the Contractor at no additional expense to the Department according to Section 109 of the "Standard Specifications."

#### ACCEPTANCE OF MATERIAL.

The Contractor shall provide:

- 1. All material approval requests shall be submitted a minimum of seven (7) days prior to the delivery of equipment to the job site, or within 30 consecutive calendar days after the contract is awarded, or within 15 consecutive calendar days after the preconstruction meeting, whichever is first.
- 2. Seven (7) copies of a letter listing the manufacturer's name and model numbers of the proposed equipment shall be supplied. The letter will be reviewed by the Traffic Design Engineer to determine whether the equipment to be used is approved. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.
- 3. One (1) copy of material catalog cuts.

4. The contract number, permit number or intersection location must be on each sheet of the letter and material catalog cuts as required in items 2 and 3.

#### INSPECTION OF CONSTRUCTION.

When the road is open to traffic, except as otherwise provided in Section 801 and 850 of the Standard Specifications, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Traffic Signal Maintenance and Operations Engineer at (847)705-4424 a minimum of seven (7) working days prior to the time of the requested inspection.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on." If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. If this work is not completed in time, the Department reserves the right to have the work completed by others at the Contractor's expense.

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

<u>RESTORATION OF WORK AREA</u>. Restoration of the traffic signal work area shall be incidental to the related pay item such as foundation, conduit, hand hole, trench and backfill, etc., and no extra compensation shall be allowed. All roadway surfaces such as shoulders, medians, sidewalks, pavement, etc. shall be replaced as shown in the plans or in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded.

REMOVAL, DISPOSAL AND SALVAGE OF EXISTING TRAFFIC SIGNAL EQUIPMENT. This item shall be incidental to this contract. All material and equipment removed shall become the property of the Contractor and disposed of by the Contractor outside the State's right-of-way. No additional compensation shall be provided to the Contractor for removal, disposal or salvage expense for the work in this contract.

This work shall consist of replacing existing detector loops which are destroyed during grinding, resurfacing, or patching operations.

If damage to the detector loop is unavoidable, replacement of the existing detection system will be necessary. This work shall be completed by an approved Electrical Contractor as directed by the Engineer.

Replacement of the loops shall be accomplished in the following manner: The Engineer shall mark the location of the replacement loops. The Traffic Signal Maintenance and Operations Engineer shall be called to approve loop locations prior to the cutting of the pavement. The Contractor may reuse the existing conduit (duct) located between the existing handhole and the pavement if it hasn't been damaged. All burrs shall be removed from the edges of the existing conduit which may cause damage to the new detector loop during installation. If the existing conduit is damaged beyond repair, or if it cannot be located, or if additional conduits are required to provide one lead-in duct for each proposed loop; the Contractor shall be required to drill through the existing pavement into the appropriate handhole, and install 25 mm (1") unit duct conduit. This work and the required materials shall not be

paid for separately but shall be included in the pay item Detector Loop Replacement. Upon establishment of the duct, the loop may be cut, installed, sealed and spliced to the twisted-shielded controller cable in the handhole.

Detector loop measurements shall include the saw-cut and the length of the loop lead-in leading to the edge of pavement. Unit duct, splicing, trench and backfill, and drilling of pavement or handholes shall be included in the cost of the detector loop quantities.

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

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the Traffic Signal Maintenance and Operations Engineer (847)705-4424 to inspect and approve the layout.

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

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

Each loop detector lead-in wire shall be labeled in the handhole using a Panduit 250W175C water proof tag or approved equal secured to each wire with nylon ties. The lead-in wire, including all necessary connections for proper operation, from the edge of pavement to the handhole, shall be incidental to the price of the detector loop.

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

Round loop(s) 1.8 m (six foot) diameter may be substituted for 1.8 m (six foot) by 1.8 m (six foot) square loop(s) and shall be paid for as 7.2 m (24 feet) of detector loop.

Resistance to ground shall be a minimum of 100 megohms under any conditions of weather or moisture.

Heat shrink splices shall be used according to the "District 1 Standard Traffic Signal Design Details."

Drilling handholes, sawing the pavement, furnishing and installing unit-duct to the appropriate handhole, cable splicing to provide a fully operable detector loop, testing and all trench and backfill shall be included in this item.

Detector loop replacement shall be measured along the sawed slot in the pavement containing the loop and lead-in, rather than the actual length of the wire in the slot.

Payment for this item shall be at the contract unit price per foot of DETECTOR LOOP REPLACEMENT.

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

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

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

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

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

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

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this Special Provision.

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

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for certified TRAINES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 2. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

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

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

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

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

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

#### SPECIAL PROVISION FOR COOPERATION WITH UTILITIES

Effective: January 1, 1999 Revised: January 1, 2007

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

Replace Article 105.07 of the Standard Specifications with the following:

"105.07 Cooperation with Utilities. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

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

- (a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:
  - (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.
  - In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.
  - (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
  - (3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.
- (b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:
  - (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
  - (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

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

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

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

### **COATED GALVANIZED STEEL CONDUIT (BDE)**

Effective: January 1, 2013

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

"(3) Coated Galvanized Steel Conduit. The conduit prior to coating shall meet the requirements for rigid metal conduit and be manufactured according to NEMA Standard No. RN1.

The coating shall have the following characteristics.

Hardness	85+ Shore A Durometer
Dielectric Strength	400 V/mil @ 60 Hz
Aging	1,000 Hours Atlas Weatherometer
Brittleness Temperature	0 °F (-18 °C) when tested according to ASTM D 746
Elongation	200 percent

The exterior galvanized surfaces shall be coated with a primer before the coating to ensure a bond between the zinc substrate and the coating. The bond strength created shall be greater than the tensile strength of the plastic coating. The nominal thickness of the coating shall be 40 mils (1 mm). The coating shall pass the following bonding test.

Two parallel cuts 1/2 in. (13 mm) apart and 1 1/2 in. (38 mm) in length shall be made with a sharp knife along the longitudinal axis. A third cut shall be made perpendicular to and crossing the longitudinal cuts at one end. The knife shall then be worked under the coating for 1/2 in. (13 mm) to free the coating from the metal.

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

A two part urethane coating shall be applied to the interior of the conduit. The internal coating shall have a nominal thickness of 2 mils (50  $\mu m$ ). The interior coating shall be applied in a manner so there are no runs, drips, or pinholes at any point. The coating shall not peel, flake, or chip off after a cut is made in the conduit or a scratch is made in the coating. The urethane interior coating applied shall afford sufficient flexibility to permit field bending without cracking or flaking of the interior coating.

All conduit fittings and couplings shall be as specified and recommended by the conduit manufacturer. All conduit fitting covers shall be furnished with stainless steel screws which have been encapsulated with a polyester material on the head to ensure maximum corrosion protection."

80310

## CONSTRUCTION AIR QUALITY - DIESEL RETROFIT (BDE)

Effective: June 1, 2010 Revised: January 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
		model real
June 1, 2010 <sup>1/</sup>	600-749	2002
	750 and up	2006
3		
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
1, 4, 0040 2/		
June 1, 2012 2/	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

<sup>1/</sup> Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) Verified Retrofit Technology List (<a href="http://www.epa.gov/cleandiesel/verification/verif-list.htm">http://www.epa.gov/cleandiesel/verification/verif-list.htm</a>), or verified by the California Air Resources Board (CARB) (<a href="http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm">http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm</a>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

<sup>2/</sup> Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices 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 not be grounds for a claim.

#### **Diesel Retrofit Deficiency Deduction**

When the Engineer determines that a diesel retrofit deficiency exists, 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.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment 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 the contract time, waiver of penalties, or be grounds for any claim.

80261

## DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: August 2, 2011

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.

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

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of 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. The determination is

based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 22.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents that enough DBE participation has been obtained to meet the goal: or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

<u>DBE LOCATOR REFERENCES</u>. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's website at www.dot.il.gov.

<u>BIDDING PROCEDURES</u>. 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 if 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 that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work 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 document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere pro forma efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies 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 or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, 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.

<u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is

generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a 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. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement.

- (a) <u>NO AMENDMENT</u>. 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) <u>TERMINATION OR REPLACEMENT</u>. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.
- (c) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated 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:

- That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;

- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.

(f) PAYMENT RECORDS. 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 BDE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative

reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

- (g) <u>ENFORCEMENT</u>. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

80029

### **GRANULAR MATERIALS (BDE)**

Effective: November 1, 2012

Revise the title of Article 1003.04 of the Standard Specifications to read:

"1003.04 Fine Aggregate for Bedding, Trench Backfill, Embankment, Porous Granular Backfill, Sand Backfill for Underdrains, and French Drains."

Revise Article 1003.04(c) of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradations for granular embankment, granular backfill, bedding, and trench backfill for pipe culverts and storm sewers shall be FA 1, FA 2, or FA 6 through FA 21.

The fine aggregate gradation for porous granular embankment, porous granular backfill, french drains, and sand backfill for underdrains shall be FA 1, FA 2, or FA 20, except the percent passing the No. 200 (75  $\mu$ m) sieve shall be 2±2."

Revise Article 1004.05(c) of the Standard Specifications to read:

"(c) Gradation. The coarse aggregate gradations shall be as follows.

Application	Gradation
Blotter	CA 15
Granular Embankment, Granular Backfill, Bedding, and Trench Backfill for Pipe Culverts and Storm Sewers	CA 6, CA 9, CA 10, CA 12, CA17, CA18, and CA 19
Porous Granular Embankment, Porous Granular Backfill, and French Drains	CA 7, CA 8, CA 11, CA 15, CA 16 and CA 18"

80303

## HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010 Revised: April 1, 2012

<u>Description</u>. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	Ndesign = 50	93.0 – 97.4%	91.0%
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 - 96.0%	90.0%
IL-9.5,IL-9.5L, IL-12.5	Ndesign < 90	92.5 – 97.4%	90.0%
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 – 97.4%	90.0%

SMA	Ndesign = 50 & 80	03.5 07.40/	
All Other	ridooigi, oo a oo	33.3 - 97.4%	91.0%
Air Other	Ndesign = 30	93.0 - 97.4%	90.0%"

80246

## LRFD PIPE CULVERT BURIAL TABLES (BDE)

Effective: November 1, 2013

Revise Article 542.02 of the Standard Specifications to read as follows:

	"Item	
(a)		Article/Section
(b)	Corrugated Steel Pipe	1006.01
(c)	Corrugated Steel Pipe Arch	1006.01
(d)	Bituminous Coated Corrugated Steel Pipe	1006.01
(e)	Bituminous Coated Corrugated Steel Pipe Arch	1006.01
(f)	Zinc and Aramid Fiber Composite Coated Corrugated Steel Pipe	1006.01
(r) (g)	Aluminized Steel Type 2 Corrugated Pipe	1006.01
(h)	Aluminized Steel Type 2 Corrugated Pipe Arch	1006.01
(i)	Precoated Galvanized Corrugated Steel Pipe	1006.01
(j)	Precoated Galvanized Corrugated Steel Pipe Arch Corrugated Aluminum Alloy Pipe	1006.01
(k)	Corrugated Aluminum Alloy Pipe Arch	1006.03
(I)	Extra Strength Clay Pipe	1006.03
(m)	Concrete Sewer, Storm Drain, and Culvert Pipe	1040.02
(n)	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe	1042
(o)	Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe	1042
(p)	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe	1042
(q)	Polyvinyl Chloride (PVC) Pipe	1042
(r)	Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior	1040.03
(s)	Corrugated Polypropylene (CPP) pipe with smooth Interior	1040.03
(t)	Corrugated Polyethylene (PE) Pipe with a Smooth Interior	1040.07
(u)	Polyethylene (PE) Pipe with a Smooth Interior	1040.04
(v)	Rubber Gaskets and Preformed Flexible Joint Sealants for Concrete Pipe	1056
(w)	Mastic Joint Sealer for Pipe	1055
(x)	External Sealing Band	1057
(y)	Fine Aggregate (Note 1)	1003.04
(z)	Coarse Aggregate (Note 2)	1004.05
(aa)	Packaged Rapid Hardening Mortar or Concrete	1018
(bb)	Nonshrink Grout	1024.02
(CC)	Reinforcement Bars and Welded Wire Fabric	1006 10
(dd)	Handling Hole Plugs	1042.16

Note 1. The fine aggregate shall be moist.

Note 2. The coarse aggregate shall be wet."

Revise the table for permitted materials in Article 542.03 of the Standard Specifications as follows:

"Class	Materials
A	Materials
A	Rigid Pipes: Extra Strength Clay Pipe
	Concrete Sewer Storm Drain and Culvert Pipe, Class 3 Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
С	Rigid Pipes:
	Extra Strength Clay Pipe
	Concrete Sewer Storm Drain and Culvert Pipe, Class 3
	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pine
	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
	Flexible Pipes:
	Aluminized Steel Type 2 Corrugated Pipe
	Aluminized Steel Type 2 Corrugated Pipe Arch Precoated Galvanized Corrugated Steel Pipe
	Precoated Galvanized Corrugated Steel Pipe Precoated Galvanized Corrugated Steel Pipe Arch
	Corrugated Aluminum Alloy Pipe
	Corrugated Aluminum Alloy Pipe Arch
İ	Polyvinyl Chloride (PVC) Pipe
	Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior
	Polyethylene (PE) Pipe with a Smooth Interior
	Corrugated Polypropylene (CPP) Pipe with Smooth Interior
D	Rigid Pipes:
	Extra Strength Clay Pipe
l	Concrete Sewer Storm Drain and Culvert Pipe, Class 3
-	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe  Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
F	Flexible Pipes:
	Corrugated Steel Pipe
ĺ	Corrugated Steel Pipe Arch
	Bituminous Coated Corrugated Steel Pipe
1	Bituminous Coated Corrugated Steel Pipe Arch
1	Zinc and Aramid Fiber Composite Coated Corrugated Steel Pipe
	Aluminized Steel Type 2 Corrugated Pipe
	Aluminized Steel Type 2 Corrugated Pipe Arch
1	Precoated Galvanized Corrugated Steel Pipe Precoated Galvanized Corrugated Steel Pipe Arch
	Corrugated Aluminum Alloy Pipe
	Corrugated Aluminum Alloy Pipe Arch
	Polyvinyl Chloride (PVC) Pipe
	Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior
-	Corrugated Polyethylene (PE) Pipe with a Smooth Interior
1	Polyethylene (PE) Pipe with a Smooth Interior"
	Corrugated Polypropylene (CPP) Pipe with Smooth Interior

Revise Articles 542.03(b) and (c) of the Standard Specifications to read:

- "(b) Extra strength clay pipe will only be permitted for pipe culverts Type 1, for 10 in., 12 in., 42 in. and 48 in. (250 mm, 300 mm, 1050 mm and 1200 mm), Types 2, up to and including 48 in. (1200 mm), Type 3, up to and including 18 in. (450 mm), Type 4 up to and including 10 in. (250 mm), for all pipe classes.
- (c) Concrete sewer, storm drain, and culvert pipe Class 3 will only be permitted for pipe culverts Type 1, up to and including 10 in (250 mm), Type 2, up to and including 30 in. (750 mm), Type 3, up to and including 15 in. (375 mm); Type 4, up to and including 10 in. (250 mm), for all pipe classes."

Replace the pipe tables in Article 542.03 of the Standard Specifications with the following:

		<del></del>									-												
	Tvne 7	Till Tojob÷	Greater than 30'	not exceeding 35'		• >	>	\ \	>	>	\ \	>	>	Λ	>	>	>	2730	2740	2750	2750	2760	2770
a Diop	Type 6	Fill Height	Greater than 25'	not exceeding 30'	\ \	>	>	<u> </u>	>	>	^	>	^	>	>	>	>	2370	2380	2390	2400	2410	2410
"Table IA: Classes of Reinforced Concrete Pipe for the Respective Diameters of Pipe and Fill Heights over the Top of the Pipe	Type 5	Fill Height:	Greater than 20'	25'	<u>\</u>	≥	2	≥	≥	2	≥	≥	2	≥	≥ 3	<u> </u>	>	2020	2020	2030	2040	2050	2060
"Table IA: Classes of Reinforced Concrete Pipe ive Diameters of Pipe and Fill Heights over the	Type 4	Fill Height:	Greater than 15' not exceeding	20,	2	≥	2	≥	≥	2	≥	≥ :	<u> </u>	≥ :	≥ ≥	> 2	≥ ;	≥ ;	2	1680	1690	1700	1/10
"Table IA: Class	Type 3	Fill Height:	Greater than 10' not exceeding	15'	=						= :			**************************************	THE STATE OF THE S			= :		= :		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	1300
for the Resp	Type 2	Fill Height:	Greater than 3' not exceeding	10,				= =		= =				-	= ==		-		= =				
	Type 1	Fill Height:	3' and less	5000	≥ ≧	≥ ≥	<b>&gt;</b>	= =	≣ ≥	2	= =				: ==		===	-			* ***		
		Nominal	ri G		12	. <del>č</del>	2,1	20	30	38	42	48	54	. 09	99	72	78	, 8	6	8 8	102	108	Notes:

Notes: A number indicates the D-Load for the diameter and depth of fill and that a special design is required. Design assumptions; Water filled pipe, Type 2 bedding and Class C Walls

	$\neg$	T		Т			_																
	Tyne 7	Fill Height:	Greater than 9 m not	exceeding 10.5 m	>	>	>	>	>	>	>	>	>	>	>	>	>	130	130	130	130	130	130
	Tvpe 6	Fill Height:	Greater than 7.5 m not	exceeding 9 m	>	> :	<b>&gt;</b>	> :	> :	>	> :	> :	<b>\</b>	> :	> :	>   3	> :	110	110	110	110	120	120
e Pipe er the Top of the Pipe	Type 5	Fill Height:	Greater than 6 m not Greater than 7.5 m not Greater than 9 m not	m c./ bulbaaxa	> ;	≥ ≥	N.	≥ ≩	≥ ≥	<u> </u>	≥ :	≥ 2	2	≥ }	≥ ≥	<u> </u>	> 6	00.	001	00.	100	100	33
lable IA: Classes of Reinforced Concrete Pipe for the Respective Diameters of Pipe and Fill Heights over the Top of the Pipe (Metric)	Type 4	Fill Height:	not	iii o filingayya	2 2	≥ ≥	^1	> 2	2 2	Λ1	≥ ≥	2 2	<b>^</b>	2 2	≥ ≥	2	2 2	≥ ≥	A	8 6	0 6	00 00	20
l able IA: Classes espective Diameters of	Type 3	Fill Height:	Greater than 3 m not exceeding 4.5 m					=			= =	==								=	≣ ≥	20	2
for the R	Type 2	Fill Height:	Greater than 1 m not exceeding 3 m					==		_	-	: ==						-					7
	Type 1	Fill Height:	1 m and less 0.3 m min cover		≥	≥	=	=	≥			-	_	=	=	-	=	=		===	==		- Processor - Proc
	***************************************	Nominal Diameter mm		300	375	450	525	009	750	006	1050	1200	1350	1500	1650	1800	1950	2100	2250	2400	2550	2700	NI CALL

Notes: A number indicates the D-Load for the diameter and depth of fill and that a special design is required. Design assumptions; Water filled pipe, Type 2 bedding and Class C Walls

T	T	*****************		5"x1"	T			T	•				- 6C	90	38	8E	ш Ш	8E		8E	38	 			Τ			Τ	
1	ght:	yan 30'	not exceeding 35'	<u> </u>	+			1			_		0.109	0.109	0.138		E 0.168E	E 0.168E		**********	E 0.168E				-			_	*******
	Fill Height:	Greater than 30'	excee	3"×1"								Minus many	0.109	0.109	0.138	0.138E	0.138E	0.138E	0.168E	0.168E	0.168E	0.168E							
		<u></u>	0	2 2/3" x	2/10	6.0.9	0.109	0.109	0.109	0.109	0.109	0.138E	0.138E	0.138E	0.168E	0.168E	0.168E	0.168E	0.168E 0.168E	0.168E 0.168E									eli-manio
	l	25,	30,	5"x1"									0.109	0.109	0.109	0.138	0.138	0.138E	0.138E	0.168E	0.168E	0.168E	.168E	168F	0 168F	1			
Type A	Fill Height:	Greater than 25'	not exceeding 30	3"x1"							1		0.109	0.109	0.109	0.109	0.138	0.138E 0	0.138E C	0.138E C	0.168E C	0.168E 0	0.168E 0.168E	0.168E 0.168F	0 168F 0			-	
	Ē	Grea	not ex	2 2/3" x 1/2"	0.079		0 0	100	 60 	0.109	0.109				0.138E (		0.138E (	0.168E 0	0.168E 0	0.168E 0	0	o o	O.	O	0			-	
$\mid$	1	<u>بَ</u> حَ	0	5"x1" 2	Ť	-						*******					0.109 0.	0.138 0.	0.138 0.	0.138 0.	0.138	0.168	0.168	0.168	0.168	0.168	0.168	0.168	- 0
Type 5	Fill Height:	Greater than 20'	5 Sumas	3"x1"	$\vdash$			$\frac{1}{1}$	···					-+-			-+		0.138 0.	0.138 0.	0.138 0.	0.138 0.	0.138 0.	0.168 0.	0.168 0.	0.168 0.		┼	
1	Ē	Greate	ווסו באכי	2 2/3" × 3' 1/2" × 3'	0.079	0.079	90.0	0 100	3 6	0.108	0.108			+			-+				0.	0.	-0	0.1	0.7	-0.	0.7	0.168	
	-		$\dashv$		9		5 6	c		- ·	o i						-			9 0.168				8	8		ω	80	
4	ight:	han 15' ding 20'	ST BILL	1"   5"x1"	-					-	-						+						3 0.138	3 0.138	3 0.168	3 0.168	3 0.168	0.168	
Type 4	Fill Height:	Greater than 15' not exceeding 20'		3"x1"	6			6				0,000		+-							0.109	0.138	0.138	0.138	0.138	0.138	0.138	0.168	
·····			0	2 2/3" x 1/2"	0.079	0.079	0.079	0.079	0,40	0.00	2 2	0.108	5 6	0.08	0.109	0.109	0.138	0.138	0.168	0.168	·····	~~							_
~	ht.	in 10' ng 15'		5"x1"								0 100	9 6	0. 10.	0.108	0.109	0.108	90 L 0	0.109	0.109	90.T0	0.109	0.109	0.109	0.109	0.138	0.138	0.138	0.120
Type 3	Fill Height:	Greater than 10' not exceeding 15'		3"x1"								0 079	0.00	0 0 0	0.070	0.00	0.00	0.103	90.70	0.109	0.08	90.0	0.109	0.109	0.109	0.109	0.138	0.138	0010
		Gre	2 2/3" >	1/2"	0.079	0.079	0.079	0.079	0.079	0.109	0 109	0.109	0 100	100	0.00	2 0 0	130	0.1.0	00.00	0.100								***************************************	
		3,		5"x1"					-	*******		0.079	6200	0 100	0 100	100	200	2 6	2 6	0 0	2 2	700	50.	0.109	0.109	0.109	0.138	0.138	0.138
Type 2	Fill Height.	Greater than 3' not exceeding 10'		3"x1"	**********			• *******				0.079		+-			+			+-				+			-+		0.138
	Ϊ́	Gree not ey	2 2/3" x	1/2"	0.079	0.079	0.079	0.079	0.079	0.079	0.079			+			+			+							7		_
			Т	5.x1"		-	1		_		_	0.109	0.109	0.109			+-			┿	0 138	0 1387	1 00	7001.0	0.168Z	0.1682	0.168Z	0.1682	0.1682
lype 1	Fill Height	3' and less 1' min. cover	H	c Lx s			+																	<del>-</del>					
-	豆	3' ar. 1' mir	×	-+	60	 50	60	- 60	- 60	60	3E	9 0.109	9 0.109	9 0.109			8 0.109			├	0 138	0.1387	0 1307	0.0	0.1382	0.1382	0.1682	0.1682	ŏ
	<u>.</u>	ţē.	2 2/3"	1/2	0.109	0.70	0.109	0.109	0.109	0.109	0.109E	0.109	0.109	0.109	0.109	0.138	0.138	0.168	0.168					1	-		+		
	Nominal	Diameter in.			<b>*</b>	Ü	18	27	24	30	36	42	48	54	9	99	72	78	84	96	96	102	108	77	± 5	2 6	971	132	2

Notes:

1/2" x 1/4" corrugations shall be use for 6", 8", and 10" diameters.

Elongation according to Article 542.04(e), the elongation requirement for Type 1 fill heights may be eliminated for fills above 1-6" Z 1'-5" Minimum fill

Longitudinal seams assumed.

Nominal Diameter mm 300* 375 450	료	ype 1			Type 2			Tyne 3	92 Trine 3 Trine 3		Times			ľ							-
		Fill Height		1	Fill Height:	ı.		Fill Height:	Ť.		Fill Height			Type 5			Type 6			Type 7	
	,	7		(				9		•		i	_		٠.	<b></b>	rill Height:		L	Fill Height:	<del></del>
	0.3 m	0.3 m min. cover		note	Greater than 1 m	1 1 m g 3 m		Greater than 3 m not exceeding 4.5 m	13 m 4.5 m	Grea not e	Greater than 4.5 m not exceeding 6 m	4.5 m	Gre not ey	Greater than 6 m not exceeding 7.5 m	6 m 7.5 m	Grea not e	Greater than 7.5 m	.5 m	Gree not extr	Greater than 9 m	9 H
300* 375 450	68 x 13 7 mm	75 x 25 125 x 25 mm mm	25 x 25 mm	68 x 13	75 x 25	68 x 13 75 x 25 125 x 25		68 x 13 75 x 25	-		2	12	68 x 13	68 x 13 75 x 25	125 x 25	68 x 13 75 x 25	75 x 25	125 x 25		68 x 13 75 x 25 125 x 25	25 x 25
375 450	2.77			2 0.4			3		E	E I	E	E	EE	mm	mm	шш	mm	mm		mm	mm
450	2.77			2 6			2.0.			2.01			2.01			2.01			2.01		
	2.77		****	20.0			0.0			2.01			2.01			2.77	•		2.77		
525	2.77			2 0.1			20.0			7.07			2.77			2.77			2.77		
009	2.77			200			20,0			2.01			2.77			2.77			2.77	******	
750	2.77			5 6	*********		10.7			2.77	**********		2.77			2.77			2.77		
$\vdash$	2.77E			201			2.17			2.77			2.77	1		2.77			2.77		
	2.77	2.77	277	2 6	200	ç	2.77	3	;	2.77			2.77			2.77			3.51E		
1200	277	277	277		2 6	2 6	7 7 7	2.01	7.7.7	2.77	2.01	2.77	2.77	2.77	2.77	2.77E	2.77	2.77	3.51E	2.77	2.77
1350	277	277	1	11.0	4.01	4.01	7,7,7	2.07	2.77	2.77	2.77	2.77	2.77	2.77	2.77	3.51E	2.77	2.77	3.51E	2.77	2.77
150		27.7	11.7	7.77	2.01	2.77	2.77	2.01	2.77	2.77	2.77	2.77	2.77	2.77	2.77	3.51E	2.77	2.77	4.27E	3.51	3.51
2000		11.7	7.7.7	7.7.7	2.01	2.77	2.77	2.01	2.77	2.77	2.77	2.77	3.51	2.77	2.77	3.51E	2.77	3,51	4 27E		3.5.1
1000	+	7.7.7	7.77	3.51	2.01	2.77	3.51	2.77	2.77	3.51	2.77	2.77	3.51	2.77	2.77	3.51E	3.51	3.51	4 27E		1 2 2 1
1800		2.77	2.77	3.51	2.01	2.77	3.51	2.77	2.77	3.51	2.77	2.77	3.51	2.77	3.51	ш	3.51E	3.51E	4 27E	1 11	4 27E
3400	12.4	2.77	2.77	4.27	2.01	2.77	4.27	2.77	2.77	4.27	2.77	2.77	4.27	3.51	3.51	4.27E	3.51E	3.51E			4 27E
20.5	+	+ 11.7	3.51	4.2/	2.01	2.77	4.27	2.77	2.77	4.27	2.77	2.77	4.27	3.51	3.51	4.27E	3.51E	4.27E			4 27E
2400		3.57	15.5		2.01	2.77		2.77	2.77		2.77	3.51		3.51	3.51		4.27E	4.27E	+	+	4 27F
2550			0.0		7.7.7	2.77		2.77	2.77		3.51	3.51	***************************************	3.51	4.27	***************************************	4.27E	4.27E			4.27E
1 0	- (		7		7.7.	7.7.7		2.77	2.77		3.51	3.51		3.51	4.27		4.27E	4 27F			
2/00	+		4.272		2.77	2.77		2.77	2.77		3.51	3.51	***********	4.27	4.27		4 27E	4 27F			
2850	~ 7		4.272	*********	2.77	2.77		2.77	2.77		3.51	4.27		4.27	4 27		-	7 275		$\dagger$	
3000			4.272		2.77	2.77	*********	2.77	3.51		3.51	4.27		4 27	4 27			1 / 1			*****
3150	1	4.272	4.272		3.51	3.51		3.51	3.51		3.51	4 27	•	4 27	707						
3300	4.		4.272		3.51	3.51		3.51	3.51		4.27	4.27		4 27	4 27			T			T
3450	4		4.272	V	3.51	3.51	<del>Lance de</del>	3.51	3.51		4.27	4.27		4.27	4.27			***************************************	-	•	<del></del>
3600	4	4.272	4.27Z	1	4.27	4.27	$\exists$	4.27	4.27		4.27	4.27		<u></u>	<u> </u>			***************************************	<del></del>		

Notes:

38 mm x 6.5 mm corrugations shall be use for 150 mm, 200 mm, and 250 mm diameters.

Elongation according to Article 542.04(e), the elongation requirement for Type 1 fill heights may be eliminated for fills above 450 mm Longitudinal seams assumed.

		-		~~~~						-							·			·									_
		7	ght:	ian 30'	cc bill	3"x1"									0.105E	0.135E	0.135E	0.135E	0.135F	0.164F	0.164F	164F	7 404 0	0. 104F					
GATIONS		lype 7	Fill Height:	Greater than 30	rior exceeding 35	2.2/3"x1/2"	90.0	90.0	0.075	0.075E	0.075	0.00	0.103	0.105E	0.106E	0.135E	0.135E	0.164E										Mari ar anu	
rı" CORRU		0	ight:	1an 25'	00 6	3.XI									0.105	0.105E	0.135E	0.135E	0.135E	0.135E	0.135E	0.164F	0 16AE	0.164F	74647				-
TABLE IC: THICKNESS OF CORRUGATED ALUMINUM ALLOY PIPE METER OF PIPE AND FILL HEIGHTS OVER THE TOP OF THE PIPE FOR 2 2/3"x1/2" AND 3"x1" CORRUGATIONS	-	a adkı	Fill Height:	Greater than 25'	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	711 X C/7 7	0.00	90.0	90.0	0.075	0.075	0.105E	0.105	0.100	0. IOSE	0.105E	0.105E	0.135E	0.164E									when the control of t	
Y PIPE OR 2 2/3'	4	0	ght:	an 20' ing 25'	2".7"	3 7 1								Č	000	0.105	0.105	0.105	0.135	0.135	0.135	0.135	0 135	0.164	0 164	2 6	0.00	0.00	- - - - - - - - - - - - - - - - - - -
MINUM ALLO THE PIPE F	Type 5	1976	Fill Height:	Greater than 20'	0 2/3"×1/2"	2/17 6/2 2	0.00	0.00	90.0	90.0	0.06	0.075	0.105	0.100	0.103	0.105	0.105	0.135	0.164	0.164									
TED ALUNE TOP OF	4	-	gnt:	ing 20'	3"71"	3								90.0	5 6	0.00	0.105	0.105	0.105	0.105	0.135	0.135	0.135	0.135	0 135	0 135	0.150	0.10	5
TABLE IC: THICKNESS OF CORRUGATED ALUMINUM ALLOY PIPE OF PIPE AND FILL HEIGHTS OVER THE TOP OF THE PIPE FOR 2 2/	Tyne 4	247	FIII Height:	Greater than 15' not exceeding 20'	2 2/3"×1/2"	0.06	90.0	0.00	0.06	90.0	90.0	0.075	0.075	0.105	0.100	0.100	0.105	0.135	0.164	0.164									
NESS OF L HEIGHT	33	iabė.	ignt:	han 10' ding 15'	3"x1"	┼								900	9 0	0.00	90.0	90.0	90.0	0.105	0.105	0.105	0.105	0.105	0.135	0.135	0.164	0.164	
E IC: THICK PE AND FIL	Tvpe 3			Greater than 10' not exceeding 15'	2 2/3"x1/2"	0.08	90.0	9 6	0.00	90.0	90.0	0.075	0.075	0.105	0.105	0.100	0.105	0.135	0.164	0.164									***************************************
TABLI ER OF PI	3.2	Height	 	than 3' ding 10'	3"x1"									0.06	0	5 6	0.06	0.06	90.0	90.0	0.075	0.105	0.105	0.105	0.135	0.135	0.164	0.164	1
IVE DIAMET	Type 2	I III	=	Greater than 3' not exceeding 10'	2 2/3"x1/2"	90.0	0 0	90.0	0.00	90.0	90.0	0.075	0.075	0.105	0 105	200	0.105	0.135	0.164	0.164									
RESPECT	1	aht:		ess	3"x1"									90.0	0.105	0 406	0.100	0.100	0.105	0.135	0.135	0.135	0.135	0.135	0.135Z	0.135Z	0.164Z	0.164Z	
FOR THE RESPECTIVE DIAI	Type 1	Fill Height		3' and less 1' min. cover	2 2/3"x1/2"	90.0	90.0	0.06	11100	0.075	0.075E	0.105E	0.105E	0.105E	0.105E	0.408	0.103E	0.1336	0.104E	0.154E									
		Nominal	Diameter	Ė		12	15	72	2,0	7 (	24	30	36	42	48	54	t 6	2 %	000	7/	2 5	5	06	96	102	108	114	120	Nictoria

Notes:

E Elongation according to Article 542.04(e), the elongation requirement for Type 1 fill heights may be eliminated for fills above 1'-6"

ſ						-							,			<del>,</del>			,								
SNC		Type 7	Fill Height:	Greater than 9 m	75 x 25	mm		*******						2.67E	3.43E	3.43E	3.43E	3.43E	4.17E	4.17E	4.17E	4.17E					
RRUGATIC		Ty		Greater	68 x 13	шш	1.52	1.52	1.91	1.91E	1.91臣	2.67E	2.67E	2.67E	3.43E	3.43E	4.17E										
) 3"x1" CO		l ype 6	Fill Height:	Greater than 7.5 m	75 x 25	mm								2.67	2.67E	3.43E	3.43E	3.43E	3.43E	3.43E	4.17E	4.17E	4.17E	4.17E			***********
3"x1/2" ANE	,	X	臣	Greater ti	68 x 13	шш	1.52	1.52	1.52	1.91	1.91	2.67E	2.67E	2.67E	2.67E	2.67E	3.43E	4.17E									
TABLE IC: THICKNESS OF CORRUGATED ALUMINUM ALLOY PIPE DIAMETER OF PIPE AND FILL HEIGHTS OVER THE TOP OF THE PIPE FOR 2 2/3"X1/2" AND 3"x1" CORRUGATIONS (Metric)	Timo	c ad/	Fill Height:	Greater than 6 m not exceeding 7.5 m	75 x 25	mm								1.52	2.67	2.67	2.67	3.43	3.43	3.43	3.43	3.43	4.17	4.17	4.17	4.17	4.17
JMINUM A	ŕ		Ē	Greater	68 x 13	mm	1.52	1.52	1.52	1.52	1.52	1.91	2.67	2.67	2.67	2.67	3.43	4.17	4.17								
SATED ALL THE TOP O	Tyne 4		Fill Height:	Greater than 4.5 m not exceeding 6 m	75 x 25	EE								1.52	1.52	2.67	2.67	2.67	79.7	3.43	3.43	3.43	3.43	3.43	3.43	4.17	4.17
CORRUG SOVER TI (Metric)	1		<u>=</u>	Greater t	68 x 13		70.1	7.57	76.	1.52	7.5	.5.	1.97	70.7	7.07	2.67	3.43	4.17	4.								
KNESS OF	Type 3	lo in b.t.	rıı reigni:	Greater than 3 m not exceeding 4.5 m	75 x 25		-						4 50	70.1	70.1	7.57	7.7	76.1	70.7	2.07	797	2.67	79.7	3,43	3.43	4.17	4.17
E IC: THIC PE AND FI	12	10:0	E E	Greater not excee	68 x 13	4 53	40.	1.52	4 50	1.04	20. 1		1.9.1	20.7	20.07	70.7	5 4.5	4.17	 F					V-01-14-4-16-0			
TABL TER OF PI	Type 2	Fill Height		Greater than 1 m not exceeding 3 m	75 x 25								1 52	5.5	1 50	1 52	1.52	1 50	5 6	75.0	70.0	70.7	70.7	24.0	3.43	4.17	4.17
/E DIAME	Τy	<u> </u>	- (	not exce	68 x 13	152	1.52	1.52	1.52	1.52	10.	101	2.67	2.67	2 67	3.43	4 17	417									
ESPECTIN	)e 1	Fill Height	; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;	3 m min. cover	75 x 25 mm						on when all		1.52	2.67	2 67	2.57	2.67	3.43	3.43	3.43	2.43	2. 6.	2437	2,427	4 4 7 7	4.112	4.17
FOR THE RESPECTIVE	_ Type	Ī		0.3 m min. cover	68 x 13 mm	1.52	1.52	1.52	1.91E	1.91臣	2.67E	2.67E	2.67E	2.67E	2.67E	3.43E	4.17E	4.17E									
ĹĹ.			Nominal	in.		300	375	450	525	009	750	006	1050	1200	1350	1500	1650	1800	1950	2100	2250	2400	2550	2700	2850	3000	Notes:

Notes:

E Elongation according to Article 542.04(e), the elongation requirement for Type 1 fill heights may be eliminated for fills above 450 mm.

			E	ble IIA: F(	THICKI OR THE	NESS F RESPE	Table IIA: THICKNESS FOR CORRUGATED STEEL PIPE ARCHES AND CORRUGATED ALUMINUM ALLOY PIPE ARCHES FOR THE RESPECTIVE EQUIVALENT ROUND SIZE OF PIPE AND FILL HEIGHTS OVER THE TOP OF PIPE	JGATEL JIVALEI	STEE!	L PIPE AF IND SIZE	CHES / OF PIPI	AND CO.	RRUGA"	TED ALL	MINUM /ER THE	ALLOY I	PIPE AF	CHES				
	Corrugated	ated	Corrugated	ated				_		Type 1					Type 2					Type		
	Steel &	% mn	Steel & Aluminum	z m m	Steel Steel	el	Min.			Fill Height	ht			"	Fill Height				Œ	Fill Height:		
Round Size in.	Pipe Arch 2 2/3" x 1/2'	1/2"	Pipe Arch 3" x 1"	rrch 1"	5" × 1"		Cover			3' and less	SS		Gre	ater than	3' not e	Greater than 3' not exceeding 10'	,0	Great	er than	Greater than 10' not exceeding 15'	xceeding	15,
***************************************	Span	Rise	Span	Rise		Rise	Steel &		Steel		Alun	Aluminum		Steel		Aluminum	- Wnu		Steel		Aliminim	8
	(ju)	(jn.)	(ju)	(in.)	(in.)	(in.)	Aluminum	2 2/3" x 1/2"	x 3"x1"	5" × 1"	2 2/3" ×	3"x1"	2 2/3" x	3"×1"	5" x 1"	2 2/3" x	3"x1"	×	-	5" × 1"	2 2/3" x	3" < 4"
45	17	13					1'-6"	0.079	L	igg	0 080		0 0 0			7/1				,	1/2"	3
<del>6</del>	21	15					1-6	0 100		-			0.0		~***	00.0		0.079		******	090.0	********
21	24	18			·		1'-6"	0.109			0.000		0.079			0.060		620.0			0.060	
24	28	50				Ī	1, 6"		+	1	0.000		0.079			0.060	1	0.079	-		0.060	
30	35	24					٥ - <del>د</del>	0.109		*********	0.075		0.079			0.075	*********	6.00			0.075	
38	42	58					p	0.109			0.075		0.079			0.075		0.109			0.075	
42	90	6		Ī			٩	0.109		$\frac{1}{1}$	0.105		0.079			0.105		0.109			0.105	
48 ±	2 15	3 8	r c	,		;		0.109			0.105		0.109			0.105		0.109			0 105	
54	64	8 4	3 6	- 4	200	- 0	φ 5 	0.109		9 0.109	0.135	0.060	0.109	0.079	0.109	0.135	0.060		0.079	0.109	0.135	0 060
G	ř	: :	3	P	3	ç	٩	0.109	0.109	9 0.109	0.135	0.060	0.109	0.079	0.109	0.135	0.060	0.109			125	0 0
0 8	<b>.</b> .	74/	99 1	21	99	51	1-6"	0.138	0.109	9 0.109	0.164	0.060	0.138	0.079	0.109	+		-	-	+-	25.00	000.0
22 62	2 6	76	5 6	33	73	55	16"	0.168	0.109	9 0.109		0.105	0.168	0.079	0.109							0.000
2.2	3	5	0 5	a a	ام. ا	99	16"	0.168	0.109	9 0.109		0.105	0.168	0.079	0.109			***************************************	******	0.109		20.00
2 48			) o	3 6	0 0	E 1	1-6		0.109	9 0.109		0.105		0.079	0.109		0.105	Ť	0.109	0 109	T	0.105
· G			3 5	õi	n (	òi	9		0.109	9 0.109		0.105		0.109	0.109		0.105			0 100		2 6
25		†	103	=	103	7	16"		0.109	9 0.109		0.135		0.109	0.109		0.135			200	******	2 2 2
55			112	75	112	75	1,-6		0.109	9 0.109		0.164		0.109	0.109		0.164			100	T	0.130
102			) I I	2 (	111	6/	1,-6		0.109	9 0.109		0.164			0.109		0 164			200		2 0
		$\dagger$	971	2	128	83	1,-6"		0.138	3 0.138				0.138	0.138					2 2 2		- To - To -
4		***************************************	137	87	137	87	1,-6,		0.138	0.138				0 138	120	T	t	+		20 1	$\dagger$	T
120		1	142	91	142	91	1'-6"		0.168						2 6	Per Personal				0.138		
Notes:	,														0.158		1		0.168 0	0.168	1	٦

Notes:
The Type 1 corrugated steel or aluminum pipe arches shall be placed on soil having a minimum bearing capacity of 3 tons per square foot.
The Type 2 and 3 corrugated steel or aluminum pipe arches shall be placed on soil having a minimum bearing capacity of 2 tons per square foot.
This minimum bearing capacity will be determined by the Engineer in the field.

ware o mercannon				Table	IIA: THI FOR T	ICKNES	SS FOR C	CORRUG	SATED S VALENT	Table IIA: THICKNESS FOR CORRUGATED STEEL PIPE ARCHES AND CORRUGATED ALUMINUM ALLOY PIPE ARCHES FOR THE RESPECTIVE EQUIVALENT ROUND SIZE OF PIPE AND FILL HEIGHTS OVER THE TOP OF PIPE (Metric)	E ARCHE Size OF P (Metric)	ES AND PIPE AN	CORRU( D FILL H	SATED A	LUMINU! OVER TE	A ALLOY IE TOP C	PIPE AF )F PIPE	CHES				
	Corrugated		Corrugated	ted						Type 1					Type 2					Type 3		
Equivalent			Steel & Aluminum	mum.	Corrugated Steel Pipe Arch		Min. Cover			Fill Height:	.,			-	Fill Height:				LL.	Fill Height:		
Round Size (mm)	68 x 13 mm		75 x 25 mm		125 x 25 mm				τ	1 m and less	Ş.		Grea	ter than	Greater than 1 m not exceeding 3 m	ceeding	a E	Greate	er than 3	Greater than 3 m not exceeding 4.5 m	eeding 4	.5 m
	Span Ri	Rise	Span R		Span R	Rise	Steel &		Steel		Alum	Aluminum		Steel		Aluminum	mnu	-	Steel		Aluminum	End
	- 1		u) (mm)					68 x 13 mm	75 x 25 mm	68 x 13 75 x 25 125 x 25 mm mm	68 x 13	75 x 25	68 x 13	75 x 25	125 x 25	68 x 13 75 x 25		3	2	52	68 x 13 75 x 25	75 x 25
375	430 33	330				F	0.5 m	2.01			1.52		2 0.4			1 2		E	E	EE	EE :	E
450	530 38	380					0.5 m	277			5		5 6			70.					1.52	
525	610 46	460					0.5 m	2.77			1,32		2.0.	~~~		1.52		2.01	<del>Marava</del> o, sino		1.52	*****
900	710 5	510		$\vdash$		<u> </u>	. F. D.	277			20.1		7.0.7	1		1.52	1	2.01	1		1.52	
750		630						2.7.			5. 3		2.01	*****		191		2.01		•••••	1.91	
006		740					5 6	1 1			[8]		2.01			1.91		2.77			1.91	
4050				$\dagger$		+	EI 0.0	7//->			2.67		2.01			2.67		2.77			2.67	
1200	1440 84	040					0.5 m	2.77			2.67		2.77			2.67		2.77			2.67	
1350							0.5 m	2.77	2.01	2.77	3.43	1.52	2.77	2.01	2.77	3.43	1.52	2.77	2.01	2.77	3.43	1.52
0000			- 1	····	ı	+	0.5 m	2.77	2.77	2.77	3.43	1.52	2.77	2.01	2.77	3.43	1.52	2.77	2.01	2.77	3,43	1.52
000		_		****			0.5 m	3.51	2.77	2.77	4.17	1.52	3.51	2.01	2.77	4.17	1.52	3.51	2.77	2.77	4.17	1.52
1000							S.	4.27	2.77	2.77		2.67	4.27	2.01	2.77		1.91	4.27	2.77	2.77		2.67
1000	7 001 2	1430	1		- 1	+	0.5 m	4.27	2.77	2.77		2.67	4.27	2.01	2.77		2.67	4.27	2.77	2.77		2.67
3400		N C		***************************************			0.5 m		2.77	2.77		2.67	p+14p	2.01	2.77		2.67		2.77	2.77		2.67
2250		4 6		_			S		2.77	2.77		2.67		2.77	2.77		2.67	************	2.77	2.77		2.67
25.00		7	- 1		- 1	4	0.5 m		2.77	2.77		3.43		2.77	2.77		3.43		2.77	2.77		3 43
2400		7					0.5 m		2.77	2.77		4.17		2.77	2.77		4.17		2.77	2.77		4 17
7250		ČÍ.							2.77	2.77		4.17		2.77	2.77		4.17		2.77	2.77	enioe.	4 17
7,000		77	1	-		4	0.5 m	1	3.51	3.51				3.51	3.51				3.51	3.51		
2850		<u>ო</u>					0.5 m		3.51	3.51				3.51	3.51				3.51	3.51	T	T
3000		ř	3600 23	2320 3	3600 2320	4	0.5 m		4.27	4.27				4.27	4.27				4 27	4 27	-	

Notes:
The Type 1 corrugated steel or aluminum pipe arches shall be placed on soil having a minimum bearing capacity of 290 kN per square meter.
The Type 2 and 3 corrugated steel or aluminum pipe arches shall be placed on soil having a minimum bearing capacity of 192 kN per square meter.
This minimum bearing capacity will be determined by the Engineer in the field.

**************************************											
	Iable IIB: CL FOR THE F	B: CLASSI HE RESPI	ES OF REIN	VFORCED OF THE STATE OF THE STA	able IIB: CLASSES OF REINFORCED CONCRETE ELLIPTICALL AND REINFORCED CONCRETE ARCH PIPE FOR THE RESPECTIVE EQUIVALENT ROUND SIZE OF PIPE AND FILL HEIGHTS OVER THE TOP OF PIPE	PTICALL AN F PIPE AND	AD REINFOR FILL HEIGH	SCED CON	CRETE AR	CH PIPE F PIPE	
	Rein	Reinforced				Typ	Type 1	Typ	Type 2	Type 3	ю Э
Equivalent Round Size (in.)	Ш	Concrete liptical pipe (in.)	Reinforced Concrete Arch pipe (in.)	Reinforced Concrete rch pipe (in.)	Minimum Cover	Fill H	Fill Height: 3' and less	Fill Height: Greater than 3' not exceeding 10'	eight: nan 3' not ing 10'	Fill Height: Greater than 10' not exceeding 15'	eight: an 10' not ing 15'
	Span	Rise	Span	Rise	RCCP HE & A	里	Arch	<b>±</b>	Arch	4	Arch
15	23	14	18	11	1, -0,,	HE-III	A-III	= 4		71.1	5 6
18	23	4	22	13 1/2	1-0-	=     H			==	> -    -  -	A-I<
21	30	19	26	15 1/2	1, 0,	= = = = = = = = = = = = = = = = = = = =	Μ-Δ		===	>- L	>-\ \
24	30	19	28 1/2	138	-	: = ! 4		= =	= = <	2 2	>\ •
27	34	22	36 1/4	22 1/2	1.0.1		= <			VI-3L	A-IV
8	38	24	36 1/4	22 1/2		= =	==-		H-K		A-I\
36	45	29	43 3/4	26.5/8	- <del>-</del> -	= = #	==<		H-K	≥	A-I<
42	53	34	51 1/8	31 5/16	1, -0,,		= <		H-H	≥-1	A-IV
48	09	38	58 1/2	36	- 1		= =		= : -	HE-18	A-I\
54	89	43	65	40	- <del>-</del> -		==		H-H	1460	1450
09	76	48	73	45	2		H-H		A-III	1460	1460
99	833	53	α	2 5	γ <del>ξ</del>		A-II	= ± :	H-H	1460	1470
72	6	20.00	ς α	† <u>5</u>	ې څ - ÷			<b>三</b>	—————————————————————————————————————	1470	1480
Notes:			3	5	2		A-II		A-III	1470	1480

Notes: A number indicates the D-Load for the diameter and depth of fill and that a special design is required. Design assumptions; Water filled pipe, AASHTO Type 2 installation per AASHTO LRFD Table 12.10.2.1-1

	Type 3	Fill Height: Greater than 3 m not exceeding 4.5 m	Arch		A-IV	A-I<	A-IV	A-I<	A-IV	A-IV	A-IV	24	<u>}</u>	2 6	0/	70	2 1	70
<b>J</b>	Typ	Fill H Greater th exceedir	뷔		 ≥-" H	HE-S	HE-IV	HE-IV	HE-IV	HE-IV	HE-IV	HE-IV	1 0 2	3 9	0/	2 1	20	7.0
TE ARCH PIP TOP OF PIPE	Type 2	eight: an 1 m not ing 3 m	Arch		= :	≡-\ -\	HK	A-III	H-H	A-III	A-III	A-III	Δ-111		= = =	= :	= -\ -\	H-H
ED CONCRE	Тур	Fill Height: Greater than 1 m not exceeding 3 m	H		֡֞֞֝֟֝֓֞֜֞֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓	= L	<b>≡</b> ₩	出一	三里	里里	里里	HE-III	HF-11	=   <u> </u>   <u> </u>				
S REINFORCI	e 1	eight: id less	Arch	111 V	= =	≣ :	H-H	A-111	₽-₩	₽-E	A-II	H-H	H-A	A-II	1	= = <	I-V	
PTICALL ANE F PIPE AND F ic)	Type 1	Fill Height: 1 m and less	H	HE-HE	= =	֖֖֖֖֖֖֖֖֖֖֖֖֖֖֖֖֖֖֖֖֖֖֖֖֡֞֜֝֟֟֟֟֟֟֟֟֟֟֟֟֟֟֟֟	= ::	<b>≡</b> #	<b>=</b> ₩	HE	HE-II	平	Ŧ	HE	HF.1	1 4	<u> </u>	
Table IIB: CLASSES OF REINFORCED CONCRETE ELLIPTICALL AND REINFORCED CONCRETE ARCH PIPE FOR THE RESPECTIVE EQUIVALENT ROUND SIZE OF PIPE AND FILL HEIGHTS OVER THE TOP OF PIPE (Metric)		Minimum Cover	RCCP HE & A	0.3 m	3 0	E 6	E ::0	U.3 M	0.3 m	0.3 m	0.3 m	0.3 m	0.3 m	0.3 m	0.3 m	0.3 m	0.3 m	
REINFORCEI EQUIVALEN	-	Concrete Arch pipe (mm)	Rise	279	343	2000	767	45/	2/5	572	676	795	914	1016	1143	1372	1372	
ASSES OF RESPECTIVE	a d	Con Arch pip	Span	457	559	999	724	177	921	921	1111	1299	1486	1651	1854	2235	2235	
Table IIB: CL FOR THE R	Deinforced	Concrete lical pipe (mm)	Rise	356	356	483	483	0	000	2 10	(3/	864	965	1092	1219	1346	1473	
,	O.	Concrete Concrete Elliptical pipe (	Span	584	584	762	762	798	5 6	200	143	1346	1524	1727	1930	2108	2311	
		Equivalent Round Size (mm)		375	450	525	009	686	750	200	300	000	007.	1350	1500	1676	1800	Notes:

Notes:
A number indicates the D-Load for the diameter and depth of fill and that a special design is required.
Design assumptions; Water filled pipe, AASHTO Type 2 installation per AASHTO LRFD Table 12.10.2.1-1

						TAE	LE IIIA:	PLAST	TABLE IIIA: PLASTIC PIPE PERMITTED	PERMIT	TED							
			0	4 A	GIVEN	FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE	METER	AND FI	LL HEIGI	HT OVEF	THE TO	P OF Th	IE PIPE					
Type 1	Type 1						Type 2					Type 3				TVA	Tyne 4	
Fill Height: 3' and less, with 1' min			.		-	Fill Height: Greater than 3', not exceeding 10'	eight: Greater than not exceeding 10'	er than (g 10'	3,	Œ.	Fill Height: Greater than 10' not exceeding 15'	eight: Greater tha	than 10',		Fill He	Fill Height: Greater than 15,	eater th	an 15',
PVC CPVC PE CPE CI	PE CPE	CPE	ਹ	СРР	PVC	CPVC	PE	CPE	СРР	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE PE	CPP
×	×	×	1	A A	×	×	×	×	NA AN	×	×	×		S	>	>	,	
× × ×	×	×	_	×	×	×	×	×	×	×	×	· ×	ν Δ	 { } ×	< >	< >	< >	<u> </u>
×	×	×	Ľ	l_	×	×	AN	×	×	×	×	ΔN	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	<b>†</b>	<b>(</b>  >	< >		¥,
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× ×	×			₹	×	ΑĀ	×	NA	AN	×	Ą	×	ΨX	AN	×	AN	×	V.
X X X	×		_	×	×	Ϋ́	×	Ϋ́	ΑN	×	A A	×	Ą	ΔN	· >	. S	< >	<u> </u>
					<b>*************************************</b>	-								1	<	<u>_</u>	<	Į Ž

Notes:
PVC Polyvinyl Chloride (PVC) pipe with a smooth interior
CPVC Corrugated Polyvinyl Chloride (CPVC) pipe with a smooth interior
PE Polyethylene (PE) pipe with a smooth interior
CPE Corrugated Polyethylene (PE) pipe with a smooth interior
CPP Corrugated Polypropylene (CPP) pipe with a smooth interior
X This material may be used for the given pipe diameter and fill height
NA Not Available

						FOR A	GIVEN	TABLE IIIA: PLASTIC PIPE PERMITTED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE	3LE IIIA: METER	PLASTI AND FIL	TABLE IIIA: PLASTIC PIPE PERMIT	PERMITT IT OVER	TED R THE TO	P OF TH	IE PIPE					
<u></u>			-	1						(Me	(Metric)									
••••		-		, ype					Type 2					Type 3				T. mc. 1		I
žä	Nominal Diameter		with 0.3 m min. cover	3 III III	with 0.3 m min. cover	ທ໌	ш.	Fill Height: Greater than 1 m, not exceeding 3 m	eight: Greater than	than 1 n	, L	团	Fill Height: Greater than 3 m,	Greater	than 3 n	٦, ا	Fill He	Fill Height: Greater than 4.5	ater tha	n 4.5
, C	(200)												101 63	not exceeding 4.5 m	4.5 M		Ε̈́	m, not exceeding 6 m	ding 6	
		PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	СРР	PVC	CPVC	Ä	CPE	СРР	PVC	CPVC	PE	СРР
-	250	>	>	>	,									-						
	2 5	< :	< :	<	<	Υ Σ	×	×	×	×	Ä	×	×	×	×	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	<b> </b>		<b> </b>	T
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	375	×	×	ΔN	×	>	>	,		1			<	<	NA NA	×	×	×	×	¥
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PVC.
Polyvinyl Chloride (PVC) pipe with a smooth interior
CPVC Corrugated Polyvinyl Chloride (CPVC) pipe with a smooth interior
PE Polyethylene (PE) pipe with a smooth interior
CPE Corrugated Polyethylene (PE) pipe with a smooth interior
CPP Corrugated Polypropylene (CPP) pipe with a smooth interior
CPP Corrugated Polypropylene (CPP) pipe with a smooth interior
X This material may be used for the given pipe diameter and fill height
NA Not Available

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Notes:
PVC Polyvinyl Chloride (PVC) pipe with a smooth interior
CPVC Corrugated Polyvinyl Chloride (CPVC) pipe with a smooth interior
X This material may be used for the given pipe diameter and fill height
NA Not Available

Notes: PVC CPVC PE X NA

Polyvinyl Chloride (PVC) pipe with a smooth interior Corrugated Polyvinyl Chloride (CPVC) pipe with a smooth interior Polyethylene (PE) pipe with a smooth interior This material may be used for the given pipe diameter and fill height Not Available."

Revise the first sentence of the first paragraph of Article 542.04(c) of the Standard Specifications to read:

"Compacted aggregate, at least 4 in. (100 mm) in depth below the pipe culvert, shall be placed the entire width of the trench and for the length of the pipe culvert, except compacted impervious material shall be used for the outer 3 ft (1 m) at each end of the pipe culvert."

Revise the seventh paragraph of Article 542.04(d) of the Standard Specifications to read:

"PVC, PE and CPP pipes shall be joined according to the manufacturer's specifications."

Replace the third sentence of the first paragraph of Article 542.04(h) of the Standard Specifications with the following:

"The total cover required for various construction loadings shall be as recommended by the manufacturer of the pipe to be loaded. The manufacturer's recommendations shall be provided in writing."

Delete "Table IV : Wheel Loads and Total Cover" in Article 542.04(h) of the Standard Specifications.

Revise the first and second paragraphs of Article 542.04(i) of the Standard Specifications to read:

"(i) Deflection Testing for Pipe Culverts. All PE, PVC and CPP pipe culverts shall be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted. The testing shall be performed in the presence of the Engineer.

For PVC, PE, and CPP pipe culverts with diameters 24 in. (600 mm) or smaller, a mandrel drag shall be used for deflection testing. For PVC, PE, and CPP pipe culverts with diameters over 24 in. (600 mm), deflection measurements other than by a mandrel shall be used."

Revise Articles 542.04(i)(1) and (2) of the Standard Specifications to read:

- "(1) For all PVC pipe: as defined using ASTM D 3034 methodology.
- (2) For all PE and CPP pipe: the average inside diameter based on the minimum and maximum tolerances specified in the corresponding ASTM or AASHTO material specifications."

Revise the second sentence of the second paragraph of Article 542.07 of the Standard Specifications to read:

"When a prefabricated end section is used, it shall be of the same material as the pipe culvert, except for polyethylene (PE), polyvinylchloride (PVC), and polypropylene (PP) pipes which shall have metal end sections."

Revise the first paragraph of Article 1040.03 of the Standard Specifications to read:

"1040.03 Polyvinyl Chloride (PVC) Pipe. Acceptance testing of PVC pipe and fittings shall be accomplished during the same construction season in which they are installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements."

Delete Articles 1040.03(e) and (f) of the Standard Specifications.

Revise Articles 1040.04(c) and (d) of the Standard Specifications to read:

- "(c) PE Profile Wall Pipe for Insertion Lining. The pipe shall be according to ASTM F 894. When used for insertion lining of pipe culverts, the pipe liner shall have a minimum pipe stiffness of 46 psi (317 kPa) at five percent deflection for nominal inside diameters of 42 in. (1050 mm) or less. For nominal inside diameters of greater than 42 in. (1050 mm), the pipe liner shall have a minimum pipe stiffness of 32.5 psi (225 kPa) at five percent deflection. All sizes shall have wall construction that presents essentially smooth internal and external surfaces.
- (d) PE Pipe with a Smooth Interior. The pipe shall be according to ASTM F 714 (DR 32.5) with a minimum cell classification of PE 335434 as defined in ASTM D 3350. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties and the resin used to manufacture the pipe meets or exceeds the minimum cell classification requirements."

Add the following to Section 1040 of the Standard Specifications:

"1040.08 Polypropylene (PP) Pipe. Storage and handling shall be according to the manufacturer's recommendations, except in no case shall the pipe be exposed to direct sunlight for more than six months. Acceptance testing of the pipe shall be accomplished during the same construction season in which it is installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.

- (a) Corrugated PP Pipe with a Smooth Interior. The pipe shall be according to AAHSTO M 330 (nominal size 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type S or D.
- (b) Perforated Corrugated PP Pipe with A Smooth Interior. The pipe shall be according to AASHTO M 330 (nominal size 12 to 60 in. (300 to 1500 mm)). The pipe shall be

Type SP. In addition, the top centerline of the pipe shall be marked so that it is readily visible from the top of the trench before backfilling, and the upper ends of the slot perforations shall be a minimum of ten degrees below the horizontal."

### LRFD STORM SEWER BURIAL TABLES (BDE)

Effective: November 1, 2013

Revise Article 550.02 of the Standard Specifications to read as follows:

"Item A	rticle Section
(a) Clay Sewer Pipe	1040.02
(b) Extra Strength Clay Pipe	1040.02
(c) Concrete Sewer, Storm Drain, and Culvert Pipe	1042
(d) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe	1042
(e) Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe (Note 1)	1042
(f) Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe (Note 1)	1042
(g) Polyvinyl Chloride (PVC) Pipe	1040.03
(n) Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior	1040 03
(i) Corrugated Polypropylene (CPP) Pipe with Smooth Interior	1040.07
(I) Rubber Gaskets and Preformed Flexible Joint Sealants for Concrete Pine	1056
(k) Mastic Joint Sealer for Pipe  (l) External Sealing Band  (m) Fine Aggregate (Note 2)	1055
(I) External Sealing Band	1057
(m) The Aggregate (Note 2)	1003.04
(ii) Coarse Aggregate (Note 3)	1004.05
(0) Reinforcement Bars and Welded Wire Fabric	1006 10
(p) Handling Hole Plugs	1042 16
(q) Polyetnylene (PE) Pipe with a Smooth Interior	1040 04
(r) Corrugated Polyethylene (PE) Pipe with a Smooth Interior	1040.04

Note 1. The class of elliptical and arch pipe used for various storm sewer sizes and heights of fill shall conform to the requirements for circular pipe.

Note 2. The fine aggregate shall be moist.

Note 3. The coarse aggregate shall be wet."

Revise the table for permitted materials in Article 550.03 of the Standard Specifications as follows:

"Class	Materials
Α	Rigid Pipes:
	Clay Sewer Pipe
	Extra Strength Clay Pipe
	Concrete Sewer, Storm Drain, and Culvert Pipe
	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
В	Rigid Pipes:
	Clay Sewer Pipe
	Extra Strength Clay Pipe
	Concrete Sewer, Storm Drain, and Culvert Pipe
	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
İ	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
	Flexible Pipes:
	Polyvinyl Chloride (PVC) Pipe
	Corrugated Polyvinyl Chloride Pipe (PVC) with a Smooth Interior
1	Polyethylene (PE) Pipe with a Smooth Interior
	Corrugated Polyethylene (PE) Pipe with a Smooth Interior
	Corrugated Polypropylene (CPP) Pipe with a Smooth Interior"

Replace the storm sewers tables in Article 550.03 of the Standard Specifications with the following:

			FOR	KI A GIVE	SIOKM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETTERS AND FII! HEIGHTS OVER THE FOR OF	TERIAL AMETER	STORN PERMIT	STORM SEWERS ERMITTED AND STR AND FILL HEIGHTS	SS STRENGTI	TH REQU	IIRED	! !				
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C Corrugated Polyvinyl Chloride Pipe
Extra Strength Clay Pipe
Polyethylene Pipe with a Smooth Interior Corrugated Polyethylene Pipe with a Smooth Interior Corrugated Polypropylene Pipe with a Smooth Interior

This material may be used for the given pipe diameter and fill height. This material is Not Acceptable for the given pipe diameter and fill height. May also use Standard Strength Clay Pipe

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Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
Concrete Sewer, Storm drain, and Culvert Pipe
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C Corrugated Polyvinyl Chloride Pipe
Extra Strength Clay Pipe
Polyethylene Pipe with a Smooth Interior
Corrugated Polypropylene Pipe with a Smooth Interior
Corrugated Polypropylene Pipe with a Smooth Interior
This material may be used for the given pipe diameter and fill height.
This material is Not Acceptable for the given pipe diameter and fill height.
May also use Standard Strength Clay Pipe

N Note

Concrete Sewer, Storm drain, and Sewer Pipe
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Corrugated Polypropylene Pipe with a Smooth Interior
This material may be used for the given pipe diameter and fill height.
This material is Not Acceptable for the given pipe diameter and fill height.
May also used Standard Strength Clay Pipe
RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

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RCCCP CSP PVC CPVC ESCP CPE CPP NA

Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
Concrete Sewer, Storm drain, and Culvert Pipe
Polyvinyl Chloride Pipe
Corrugated Polyvinyl Chloride Pipe
Extra Strength Clay Pipe
Polyvethylene Pipe with a Smooth Interior
Corrugated Polypropylene Pipe with a Smooth Interior
Corrugated Polypropylene Pipe with a Smooth Interior
This material is Not Acceptable for the given pipe diameter and fill height.
This material is Not Acceptable for the given pipe diameter and fill height.
Any also use Standard Strength Clay Pipe
RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

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ACCI Reinford	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe	Culvert, S	torm Drair	i, and Sewe	r Pipe			

PVC CPVC ESCP NA Note

Polyvinyl Chloride Pipe
Corrugated Polyvinyl Chloride Pipe
Extra Strength Clay Pipe
Extra Strength Clay Pipe
This material may be used for the given pipe diameter and fill height.
This material is Not Acceptable for the given pipe diameter and fill height.
RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

KIND OF MATERIAL PERMITTED AND STRÉNGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE
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RCCP PVC CPVC ESCP NA Note

Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
Polyvinyl Chloride Pipe
Corrugated Polyvinyl Chloride Pipe
Extra Strength Clay Pipe
This material may be used for the given pipe diameter and fill height.
This material is Not Acceptable for the given pipe diameter and fill height.
RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

Revise the sixth paragraph of Article 550.06 of the Standard Specifications to read:

"PVC, PE and CPP pipes shall be joined according to the manufacturer's specifications."

Revise the first and second paragraphs of Article 550.08 of the Standard Specifications to read:

"550.08 Deflection Testing for Storm Sewers. All PVC, PE, and CPP storm sewers shall be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted. The testing shall be performed in the presence of the Engineer.

For PVC, PE, and CPP storm sewers with diameters 24 in. (600 mm) or smaller, a mandrel drag shall be used for deflection testing. For PVC, PE, and CPP storm sewers with diameters over 24 in. (600 mm), deflection measurements other than by a mandrel shall be used."

Revise the fifth paragraph of Article 550.08 to read as follows.

"The outside diameter of the mandrel shall be 95 percent of the base inside diameter. For all PVC pipe the base inside diameter shall be defined using ASTM D 3034 methodology. For all PE and CPP pipe, the base inside diameter shall be defined as the average inside diameter based on the minimum and maximum tolerances specified in the corresponding ASTM or AASHTO material specifications."

Revise the first paragraph of Article 1040.03 of the Standard Specifications to read:

"1040.03 Polyvinyl Chloride (PVC) Pipe. Acceptance testing of PVC pipe and fittings shall be accomplished during the same construction season in which they are installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements."

Delete Articles 1040.03(e) and (f) of the Standard Specifications.

Revise Articles 1040.04(c) and (d) of the Standard Specifications to read:

- "(c) PE Profile Wall Pipe for Insertion Lining. The pipe shall be according to ASTM F 894. When used for insertion lining of pipe culverts, the pipe liner shall have a minimum pipe stiffness of 46 psi (317 kPa) at five percent deflection for nominal inside diameters of 42 in. (1050 mm) or less. For nominal inside diameters of greater than 42 in. (1050 mm), the pipe liner shall have a minimum pipe stiffness of 32.5 psi (225 kPa) at five percent deflection. All sizes shall have wall construction that presents essentially smooth internal and external surfaces.
- (d) PE Pipe with a Smooth Interior. The pipe shall be according to ASTM F 714 (DR 32.5) with a minimum cell classification of PE 335434 as defined in ASTM D 3350. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written

certification that the material meets those properties and the resin used to manufacture the pipe meets or exceeds the minimum cell classification requirements."

Add the following to Section 1040 of the Standard Specifications:

"1040.08 Polypropylene (PP) Pipe. Storage and handling shall be according to the manufacturer's recommendations, except in no case shall the pipe be exposed to direct sunlight for more than six months. Acceptance testing of the pipe shall be accomplished during the same construction season in which it is installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.

- (a) Corrugated PP Pipe with a Smooth Interior. The pipe shall be according to AAHSTO M 330 (nominal size 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type S or D.
- (b) Perforated Corrugated PP Pipe with A Smooth Interior. The pipe shall be according to AASHTO M 330 (nominal size 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type SP. In addition, the top centerline of the pipe shall be marked so that it is readily visible from the top of the trench before backfilling, and the upper ends of the slot perforations shall be a minimum of ten degrees below the horizontal."

### PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: January 1, 2014

<u>FEDERAL AID CONTRACTS</u>. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

### "STATEMENTS AND PAYROLLS

The payroll records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

STATE CONTRACTS. Revise Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

### "IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

- 1. Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
- Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of five years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll

records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.

3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor, or an officer, employee, or officer thereof, which avers that: (i) he or she has examined the records and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

## PORTLAND CEMENT CONCRETE EQUIPMENT (BDE)

Effective: November 1, 2013

Add the following to the first paragraph of Article 1103.03(a)(5) of the Standard Specifications to read:

"As an alternative to a locking key, the start and finish time for mixing may be automatically printed on the batch ticket. The start and finish time shall be reported to the nearest second."

### PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

"(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved."

# QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (BDE)

Effective: January 1, 2012 Revised: January 1, 2014

Revise Note 7/ of Schedule B of Recurring Special Provision Check Sheet #31 of the Standard Specifications to read:

7/ The test of record for strength shall be the day indicated in Article 1020.04. For cement aggregate mixture II, a strength requirement is not specified and testing is not required. Additional strength testing to determine early falsework and form removal, early pavement or bridge opening to traffic, or to monitor strengths is at the discretion of the Contractor. Strength shall be defined as the average of two 6 x 12 in. (150 x 300 mm) cylinder breaks, three 4 x 8 in. (100 x 200 mm) cylinder breaks, or two beam breaks for field tests. Per Illinois Modified AASHTO T 23, cylinders shall be 6 x 12 in. (150 x 300 mm) when the nominal maximum size of the coarse aggregate exceeds 1 in. (25 mm).

# REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2012 Revised: November 2, 2012

Revise Article 669.01 of the Standard Specifications to read:

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

Revise Article 669.08 of the Standard Specifications to read:

"669.08 Contaminated Soil and/or Groundwater Monitoring. The Contractor shall hire a qualified environmental firm to monitor the area containing the regulated substances. The affected area shall be monitored with a photoionization detector (PID) utilizing a lamp of 10.6eV or greater or a flame ionization detector (FID). Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. No excavated soils can be taken to a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation with detectable PID or FID meter readings that are above background. The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily. All testing shall be done by a qualified engineer/technician. Such testing and monitoring shall be included in the work. The Contractor shall identify the exact limits of removal of non-special waste, special waste, or hazardous waste. All limits shall be approved by the Engineer prior to excavation. The Contractor shall take all necessary precautions.

Based upon the land use history of the subject property and/or PID or FID readings indicating contamination, a soil or groundwater sample shall be taken from the same location and submitted to an approved laboratory. Soil or groundwater samples shall be analyzed for the contaminants of concern, including pH, based on the property's land use history or the parameters listed in the maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605. The analytical results shall serve to document the level of soil contamination. Soil and groundwater samples may be required at the discretion of the Engineer to verify the level of soil and groundwater contamination.

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

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

Replace the first two paragraphs of Article 669.09 of the Standard Specifications with the following:

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

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:
  - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. Such soil excavated for storm sewers can be placed back into the excavated trench as backfill, when suitable, unless trench backfill is specified. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
  - (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County provided the pH of the soil is within the range of 6.25 9.0, inclusive.
  - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 9.0, inclusive.

- (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 9.0, inclusive.
- (5) When the Engineer determines soil cannot be managed according to Articles 669.09(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC but the pH of the soil is less than 6.25 or greater than 9.0, the excavated soil can be utilized within the construction limits or managed and disposed of off-site as "uncontaminated soil" according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation.
- (c) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste.

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

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

Revise Article 669.14 of the Standard Specifications to read:

"669.14 Final Environmental Construction Report. At the end of the project, the Contractor will prepare and submit three copies of the Environmental Construction Report on the activities conducted during the life of the project, one copy shall be submitted to the Resident Engineer, one copy shall be submitted to the District's Environmental Studies Unit, and one copy shall be submitted with an electronic copy in Adode.pdf format to the Geologic

and Waste Assessment Unit, Bureau of Design and Environment, IDOT, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The technical report shall include all pertinent information regarding the project including, but not limited to:

- (a) Measures taken to identify, monitor, handle, and dispose of soil or groundwater containing regulated substances, to prevent further migration of regulated substances, and to protect workers,
- (b) Cost of identifying, monitoring, handling, and disposing of soil or groundwater containing regulated substances, the cost of preventing further migration of regulated substances, and the cost for worker protection from the regulated substances. All cost should be in the format of the contract pay items listed in the contract plans (identified by the preliminary environmental site investigation (PESA) site number),
- (c) Plan sheets showing the areas containing the regulated substances,
- (d) Field sampling and testing results used to identify the nature and extent of the regulated substances,
- (e) Waste manifests (identified by the preliminary environmental site investigation (PESA) site number) for special or hazardous waste disposal, and
- (f) Landfill tickets (identified by the preliminary environmental site investigation (PESA) site number) for non-special waste disposal."

Revise the second paragraph of Article 669.16 of the Standard Specifications to read:

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

# REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)

Effective: November 2, 2012

Revise the first four paragraphs of Article 202.03 of the Standard Specifications to read:

"202.03 Removal and Disposal of Surplus, Unstable, Unsuitable, and Organic Materials. Suitable excavated materials shall not be wasted without permission of the Engineer. The Contractor shall dispose of all surplus, unstable, unsuitable, and organic materials, in such a manner that public or private property will not be damaged or endangered.

Suitable earth, stones and boulders naturally occurring within the right-of-way may be placed in fills or embankments in lifts and compacted according to Section 205. Broken concrete without protruding metal bars, bricks, rock, stone, reclaimed asphalt pavement with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities may be used in embankment or in fill. If used in fills or embankments, these materials shall be placed and compacted to the satisfaction of the Engineer; shall be buried under a minimum of 2 ft (600 mm) of earth cover (except when the materials include only uncontaminated dirt); and shall not create an unsightly appearance or detract from the natural topographic features of an area. Broken concrete without protruding metal bars, bricks, rock, or stone may be used as riprap as approved by the Engineer. If the materials are used for fill in locations within the right-of-way but outside project construction limits, the Contractor must specify to the Engineer, in writing, how the landscape restoration of the fill areas will be accomplished. Placement of fill in such areas shall not commence until the Contractor's landscape restoration plan is approved by the Engineer.

Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal laws and regulations. When the Contractor chooses to dispose of uncontaminated soil at a clean construction and demolition debris (CCDD) facility or at an uncontaminated soil fill operation, it shall be the Contractor's responsibility to have the pH of the material tested to ensure the value is between 6.25 and 9.0, inclusive. A copy of the pH test results shall be provided to the Engineer.

A permit shall be obtained from IEPA and made available to the Engineer prior to open burning of organic materials (i.e., plant refuse resulting from pruning or removal of trees or shrubs) or other construction or demolition debris. Organic materials originating within the right-of-way limits may be chipped or shredded and placed as mulch around landscape plantings within the right-of-way when approved by the Engineer. Chipped or shredded material to be placed as mulch shall not exceed a depth of 6 in. (150 mm)."

# TRACKING THE USE OF PESTICIDES (BDE)

Effective: August 1, 2012

Add the following paragraph after the first paragraph of Article 107.23 of the Standard Specifications:

"Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algaecides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form "OPER 2720"."

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

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

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 2. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather then clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

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

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

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

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

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

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

METHOD OF MEASUREMENT The unit of measurement is in hours.

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

# WARM MIX ASPHALT (BDE)

Effective: January 1, 2012 Revised: November 1, 2013

<u>Description</u>. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

# Materials.

Add the following to Article 1030.02 of the Standard Specifications.

"(h) Warm Mix Asphalt (WMA) Technologies (Note 3)"

Add the following note to Article 1030.02 of the Standard Specifications.

"Note 3. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, "Warm-Mix Asphalt Technologies"."

# Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

"1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing

by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

- "(13) Equipment for Warm Mix Technologies.
  - a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.
  - b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

### Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

- "(e) Warm Mix Technologies.
  - (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
  - (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification.

## Production.

Revise the second paragraph of Article 1030.06(a) of the Standard Specifications to read:

"At the start of mix production for HMA, WMA, and HMA using WMA technologies, QC/QA mixture start-up will be required for the following situations; at the beginning of production of a new mixture design, at the beginning of each production season, and at every plant utilized to produce mixtures, regardless of the mix."

# Quality Control/Quality Assurance Testing.

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

	Frequency of Tests	Frequency of Tests	Test Method
Parameter	High ESAL Mixture	All Other Mixtures	See Manual of Test Procedures
	Low ESAL Mixture		for Materials
Aggregate Gradation	1 washed ignition oven test on the mix per half day of production	1 washed ignition oven test on the mix per day of production	Illinois Procedure
% passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm)	Note 4.	Note 4.	
Note 1			
Asphalt Binder Content by Ignition Oven	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308
Note 2.			
Note 3.	Day's production ≥ 1200 tons:  1 per half day of	N/A	Illinois-Modified AASHTO R 35
	production		
	Day's production < 1200 tons:		
	production for first 2 days and 1 per day thereafter (first sample of the day)		
Air Voids Bulk Specific	Day's production ≥ 1200 tons:		
Gravity of Gyratory Sample	1 per half day of production	1 per day	Illinois-Modified AASHTO T 312
Note 5.	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		
Maximum Specific Gravity of Mixture	Day's production ≥ 1200 tons:	1 per day	Illinois-Modified AASHTO T 209
	1 per half day of production		
	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per		

	Frequency of Tests	Frequency of Tests	Test Method
Parameter	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	See Manual of Test Procedures for Materials
	day thereafter (first sample of the day)		

Note 1. The No. 8 (2.36 mm) and No. 30 (600  $\mu m)$  sieves are not required for All Other Mixtures.

Note 2. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 3. The  $G_{sb}$  used in the voids in the mineral aggregate (VMA) calculation shall be the same average  $G_{sb}$  value listed in the mix design.

Note 4. The Engineer reserves the right to require additional hot bin gradations for batch

Note 5. The WMA compaction temperature for mixture volumetric testing shall-be 270  $\pm$  5 °F (132  $\pm$  3 °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be 270  $\pm$  5 °F (132  $\pm$  3 °C) if the mixture is not allowed to cool to room temperature. If the mixture is allowed to cool to room temperature it shall be reheated to standard HMA compaction temperatures."

# Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C). WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

# Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

# WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

The Contractor shall provide a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used on the jobsite; or used for the delivery and/or removal of equipment/material to and from the jobsite. The jobsite shall also include offsite locations, such as plant sites or storage sites, when those locations are used solely for this contract.

The report shall be submitted on the form provided by the Department within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur. The report shall be submitted to the Engineer and a copy shall be provided to the district EEO Officer.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

# WORKING DAYS (BDE)

Effective: January 1, 2002

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

- 2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:
  - "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or onthe-job training."
- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

### 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- **7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

# III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose Wage and Hour Division Web http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees:
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

### 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

# IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

# X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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# 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \*

# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### 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 <a href="http://www.dot.state.il.us/desenv/delett.html">http://www.dot.state.il.us/desenv/delett.html</a>.

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 <a href="http://www.dot.state.il.us/desenv/subsc.html">http://www.dot.state.il.us/desenv/subsc.html</a>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.