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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID?

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

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

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

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

142

RETORN WITH BID
Proposal Submitted By
Name
Address
City

Letting April 24, 2009

NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction. (SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



Springfield, Illinois 62764

Contract No. 91391 CHAMPAIGN County Section 00-00361-00-PV (Urbana) Route FAU 7145 (Windsor Road) Project ARA-M-5181(040) District 5 Construction Funds

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

Prepared by

'

Checked by

Printed by authority of the State of Illinois)

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

INSTRUCTIONS

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

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

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

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

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

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

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

Call

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding

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



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

District 5 Construction Funds

1.	Proposal of
Та	xpayer Identification Number (Mandatory) for the improvement identified and advertised for bids in the Invitation for Bids as:
	Contract No. 91391 CHAMPAIGN County Section 00-00361-00-PV (Urbana) Project ARA-M-5181(040) Route FAU 7145 (Windsor Road)

Improvement consists of HMA widening and resurfacing, grading and subgrade modifications, curb and gutter, sidewalks, storm sewers, roadway lighting, traffic signal installation and pavement marking beginning 870 feet east of Philo Road to High Cross Road, IL Route 130 located in the city of Urbana.

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

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

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

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

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

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

undersigned.		
Attach Cashier's	Check or Certif	ied Check Here
In the event that one proposal guaranty check is intended to cover to fithe proposal guaranties which would be required for each individuatate below where it may be found.		
The proposal guaranty check will be found in the proposal for:	Item	
	Section No.	
	County	
1		

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

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

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

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

Schedule of Combination Bids

Combination		Combination Bid
No.	Sections Included in Combination	Dollars Cents

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

STATE JOB #- C-95-316-08 PPS NBR - 5-10209-0000

COUNTY NAME CODE CHAMPAIGN 019

DIST 05

SECTION NUMBER

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 91391

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ARA-M-5181/040/000

PROJECT NUMBER

ROUTE FAU 7145

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ı		000		BX PC 12X12X12	06514
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- II	 	74.000	EAC	M MH, SP 400W	06511
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! ! — !! —		7.000	EACH	RD MAN 5 DIA T11V F&G	05926
 		18.000	ED	MAN 4 DIA T11V F&G	05925
i ! !		2.000		INLET TY B T1F OL	05483
 	1 1 1 1 1 1 1 1	2,000	EAC	INLET TY B T1 F&CL	0473
11 - 11 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	 	0	EAC	M LUMINAIRE SALV	046
		.000	F00	LCBL C SERV 6 1C	0358
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- 11	. <u> </u>	000	EAC	MAN REC F&L	X00289
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ILLINOIS DEPARTMENT OF TRANSPORTATION EC SCHEDULE OF PRICES RUCONTRACT NUMBER - 91391 RU

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- II		1.000	EAC	MAN 7 DIA T11F&G	0710
CE TOTAL PRICE CENTS DOLLARS CTS	UNIT PRI DOLLARS	QUANTITY	UNIT OF MEASURE	PAY ITEM DESCRIPTION	I TEM NUMBER
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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 91391

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NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS CENT	TOTAL PRICE S DOLLARS CT
1240	EMP PAVEMENT	ΥD	65.000		- 11
10100	STORM SEWER REMOVAL	F00T	. 00		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
20125	RD INLET TY B T3 F&G	EACH	2.00		
30027	D 6 1C	F00T	25.00	. I I I I I I I I I I I I I I I I I I I	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
30250	TW SH	FOOT	200.000		11 -11 -1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
50106	CT (RM)	EACH	9.00		
75	REMOV EX LTG CONT SAL	EACH	2.000		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
13798	LAYOUT	L SUM	1.000		1
1960	WATERING	TINU	0.00	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	11 - 11 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
76600		HOUR	2,000.000	0.80	- 1,600.00
0011	EE REMOV 6-15	LINU	370.000		1
00210	TREE REMOV OVER 15	LIND	200.000		
00100	RTH EXCAVATION	CU YD	3,882.000		
01200	EM & DISP UNS MATL	CU YD	,179.000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
080	URNISHED EXCAV	CU	12,229.000 X		11

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 91391

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ITEM				1H
NUMBER	PAY ITEM DESCRIPTION	MEASURE	QUANTITY	DOLLARS CENTS DOLLARS CTS
0800150	TRENCH BACKFILL	CU YD	,643.000	- XI —
11015	TOPSOIL EXC & PLAC	CU YD	5,576.000	
5000400	NITROGEN FERT NUTR	POUND	487.00	
5000500	PHOSPHORUS FERT NUTR	1	487.0	
00060	OTASSIUM FERT NUTR	POUND	487.000	
5000900	SEEDING CL 1 SPL	ACR	5.300	
5100630	EROSION CONTR BLANKET	SQ YD	892.000	- ><
5200100	SODDIŅG	SQ YD	511.000	
5200200	SUPPLE WATERING	UNIT	200.000	- ><
8000255	TEMP EROS CONTR SEED	ACRE	5.300	1 1 1
8000300	TEMP DITCH CHECKS	EACH	5.000	1 1 1 1 1 1
8000400	ERIMETER EROS BAR	00	32.000	- ><
8000500	INLET & PIPE PROTECT	EACH	Õi	- ><
8000510	INLET FILTERS	EAC	.000	- ><
8100805	TONE DUMP RIP	TON	202.000	- X - I

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 91391

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	1,367.000 X	SQ YD	CC PVT 7	20002
	-×- <u>'</u>		INCIDENTAL HMA SURF	800050
11	387.000 X		P HMA SC "D" N90	603545
11	439,000 X	TON	HMA SC "C" N30	603305
- 11	1,316.000 X	9	HMA BC IL-19.0L N30	03100
- 11	20,646.000 X		HMA BC IL-19.0 N90	603090
11 - 11 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	800.000 X	SQ.YD	TEMPORARY RAMP	60099
- II - II - I I I I I I I I I I I I I I	20.000 X	TON	AGG PR: CT	600300
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- 11 -	355.000 X			0150
	.000		OCESS MOD SOIL 12	020065
UNIT PRICE TOTAL PRICE DOLLARS CENTS DOLLARS CTS	QUANTITY	UNIT OF MEASURE	PAY ITEM DESCRIPTION	I TEM NUMBER

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 91391

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I TEM NUMBER	PAY ITEM DESCRIPTION	MEASURE	QUANTITY	UNIT PRICE TOTAL PRICE DOLLARS CENTS DOLLARS CTS
30030	PCC DRIVEWAY PAVT 7	SQ YD	360.000	- 11
400300	PC CONC SIDEWALK 6	SQ FT	16,548.000	1 1 1 1 1 1 1
40080	CTABLE WARNINGS	SQ FT	284.000	
000100	PAVEMENT REM	SQ YD	5,612.000	- II - I
00015	HMA SURF REM 2 1/2	SQ YD	13,331.000	
000198	HMA SURF REM VAR DP	SQ YD	1,829.000	
000200	DRIVE PAVEMENT REM	SQ YD	1,310.000	1 1 1 1 1 1 1 1 1 1 1
000500	COMB CURB GUTTER REM	FOOT	497.000	
000600	SIDEWALK REM	SQ FT	49,707.000	
201373	CL C"PATCH T1 12	SQ YD	50.000	ı
201377	CL C PATCH T2 12	SQ YD	367.000	- 11
201381	CL C PATCH T3 12	Q YD	130.000	
201383	CL C PATCH T4 12	SQ YD	336.000	
0020	STRIP REF CR CON TR	FOOT	9,900.000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
10521	EM EXIST CULVERTS	F00T	ı	- II - I

ILLINOIS DEPARTMENT OF TRANSPORTATION E SCHEDULE OF PRICES CONTRACT NUMBER - 91391

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS CENTS	TOTAL PRICE DOLLARS CTS
421366	PRC FLAR END SEC 15	Ω		- 11	
4213663	PRC FLAR END SEC 18	EAC		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
4213693	PRC FLAR END SEC 48	EAC		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
4214719	PRCF END S EL EQRS 24	EACH	00	1	
54223459	RELAY P C 24	FO	000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
4223465	REM & RELAY P C 30	т і	00	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
4247130	GRATING-C FL END S 24	EACH	1.000		
4247150	GRATING-C FL END S 30	EACH	1.000	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 1 1 1 1 1 1 1 1 1 1 1 1
4247190	GRATING-C FL END S 48	EACH	1.000	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 1 1 1 1 1 1 1 1 1 1 1 1
50A0050	STORM SEW CL A 1 12	F00T	76.000	1 1 1 1 1 1	
50A0070	STORM SEW CL A 1 15	0	577.000	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
50A009	STORM SEW CL A 1 18	007	573.000		
50A0110	STORM SEW CL A 1 21	FOOT	04.000		
50A012	STORM SEW CL A 1 2		7.000	1 1 1 1 1	
50A013	STORM SEW CL A 1 27		92.0	- 11 - 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 91391

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NUMBER	PAY ITEM DESCRIPTION	MEASURE	QUANTITY	DOLLARS DOLLARS	CENTS _	TOTAL PRICE	CTS
50A014	ORM SEW CL A 1 30	F 00	3.00		- 11		··
50A016	TORM SEW CL A 1 36	F00	52.00		: ; ! ! ! - !! —	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1
50A01	EW CL A 1 42	FÖO	00		- II	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 1
50A0190	TORM SEW CL A 1 48	T00	61.000		- 11 -	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1
50A0340	ORM SEW CL A 2 12	F00T	34.000	 	- II	1	!
50A0360	STORM SEW CL A 2 15	F 00	61.000		- 11 - 1	! ! ! ! ! ! !	1
0A0380	STORM SEW CL A 2 18	FOOT	90.000	! ! ! !	- 11	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	· !
50A0400	STORM SEW CL A 2 21	FOOT	168.000	 	 - - -	1 1 1 1 1 1 1	1 1 1
50A0450	TORM SEW CL A 2 36	FOOT	248.000		 - - - -	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1
5034300	SS 1 RCEP S30 R19	F00	88.000		- II - II -		· 1 · 1 · 1
0100915	PIPE DRAINS 6	F00T	.000		1 1 1 1 1	1 1 1 1 1 1 1	
0107700	IPE UNDERDRAINS 6	F00	.000		- II - I	I I I I I I I	†
0225110	RD MAN 4 DIA T11F&G	EAC	.000		1 1 1 1 - 11 -	1 1 1 1 1 1 1 1 1	1 1
0225400	D MAN 5 DIA T1F C	AC	000		1 1 1 1 1	1	
022591	D MAN 5 DIA T11F	EACH	. 00		- 11	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	. 1

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 91391

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	20,449.000 X	FOOT	OMB CC&G TB6.12	060380
:	.000	AC	REMOV INLETS	050006
- II - I	Ö	ı	MAN RECON NEW T11	0259110
	00 -x-	EAC	MAN ADJ NEW T11F&G	0256700
	4.000 X		MAN ADJ NEW TIF CL	0255800
	3 000	ACH	MAN ADJUST	0255500
- 11	2.000	ΕA	INLETS TA T37M G	0237490
- 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	. 000 X		INLETS TA T37G	0237480
	00	EACH	INLETS TA T11V F&G	0236825
- 11	15.000 X		INLETS TA T11F&G	0236800
11 11	3.000 X	. E	INLETS TA T8G	0236200
	2 000 X	EACH	INLETS TA T3F&G	0235700
	1.000 X	EA	INLETS TA T1F OL	023420
11	00	EACH	MAN 6 DIA T11F&G	26
- 11	000	ш	D MAN 6 DIA T1F CL	022620
DOLLARS CENTS DOLLARS CTS	QUANTITY	MEASURE	PAY ITEM DESCRIPTION	I TEM NUMBER

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	00	0 1	THPL PVT MK LINE 2	8000650
- 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	.000	00	THPL:PVT MK LINE	800060
- 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	224.000	FOOT	THPL PVT MK LINE 6	8000400
	19,511.000	FOOT	THPL PVT MK LINE 4	8000200
	515.00		THPL PVT MK LTR & SYM	00100
- 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	1,475.000	SQ FT	WORK ZONE PAVT MK REM	0301000
- II II II - I I I I I I I I I	42,274.000	FOOT	TEMP PT PVT M LINE 4	0300625
11	546,000	SQ FT	TEMP PVT MK LTR & SYM	0300210
- 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	,891.000	FOOT	SHORT-TERM PAVT MKING	0300
- 11 !! !! !! !! !! !! !! !! !! !! !! !!	1.000	LSUM	TRAF CONT COMPL	010
11 11	1.000		MOBILIZATION	7100
- 11 11 1 1 1 1 1	17.000	CAL MO	ENGR FIELD OFFICE A	7000
- II -	3,000	EACH	PERM SURV MKRS	6700095
- 11 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	418.000	SQ FT	CONC MED TSB6.12	061960
- 11	.000	F00T	OMB CC&G TB6.24	06050
UNIT PRICE TOTAL PRICE DOLLARS CENTS DOLLARS CTS	QUANTITY	WEASURE	PAY ITEM DESCRIPTION	ITEM NUMBER

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I TEM NUMBER	PAY ITEM DESCRIPTION	MEASURE	QUANTITY	UNIT PRICE DOLLARS CENTS	TOTAL PRICE S DOLLARS	CTS
8008300	POLYUREA PM T2 LTR-SY	SQ	109.000 X		- 11 —	
831	OLYUREA PM T2 LN 4	FOO	649,000	- X	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	! !
8008330	POLYUREA PM T2 LN 6	F00	.000	- ><	11 - 11 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 1
800835	OLYUREA PM T2 LN 12	F00T	81.000		11 - 11 - 1 1 1 1 1 1 1 1	1
8008370	POLYUREA PM T2 LN 24	.F00	46.0		1 - 11 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1
8300200	RAISED REF PVT MK REM	EACH	48.000		- II	1 I I
040	CT SERV INSTALL	EACH	2.000		- II	1 1
0500105	SERV INSTALL TY A MOD	EACH	1.000	1 1 1 1 1 1 1 1 1	- 11	1 1
1012300	CON T.1 PVC	FOOT	72.000] [
1012500	CON T 1 1/2 PVC	00T	.000		- 11	1 1 1
1012600	CON T 2 PVC	700 100	00		- II	1 1
1012800	CON T.: 3 PVC	T00	.000]
1013100	CON T 5 PVC	100	.000		- II	1 1 1
21540	CON AUGERED 1 1/2 PVC	FOOT		1	11 - 11 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	I I I
1021590	AUGERED 4	FOOT	148.000			1 1

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11 11 1	6.000 X	EACH	LIGHTING FDN REMOV	4200700
	.000	ACH	REM EX LT UNIT SALV	4200500
 	.000	C	LP F M 15BC 8" X 6'	360035
	.000	EACH	LT P A 40MH 10DA	3002400
 1 1 1 1 1	2.000	EACH	LT CONT CBRCS 100-240	2500530
	14,933.000	FOOT	TR & BKFIL F ELECT WK	1900200
	44,601.000	FOOT	EC C XLP USE 1C 6	1702130
1	1,525.000	F00T	EC C XLP USE 1C 10	1702110
]]]	00.000	007	EC C XLP USE 1C 12	1702100
	916,000	- -	UD 2#10#10GXLPUSE 3/4	1603010
	1.000	EACH	DBL HANDHOLE C CONC	1400740
	12.000	EACH	HANDHOLE C CONC	1400730
- 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	1.000	EAC	RELOC EX JUNCT BOX	1306400
	55.000	F00	CON B&P CNC 1	2805
- 11	00.000	F00	ON AUGERED 5 PVC	10216
UNIT PRICE TOTAL PRICE DOLLARS CENTS DOLLARS CTS	QUANTITY	UNIT OF MEASURE	PAY ITEM DESCRIPTION	NUMBER

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<u>...</u>

TEM		0 11		UNIT PRICE TOTAL PRICE
MB	PAY ITEM DESCRIPTION	MEASURE	QUANTITY	ENTS DOLLARS
4400105	ELOC EX LT UNIT	EAC	000	- 11 —
5700200	AC T4 CAB	EAC	00	- 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
640010	RANSCEIVER - FIB OPT	EACH	1.000	
7100140	O CAB C 62.5/125 12F	F00T	100.000	
7301215	ELCBL C SIGNAL 14 2C	F00T	1,125.000	
730122	ELCBL C SIGNAL 14 3C	FOOT	250.000	- 11 - 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
7301245	LCBL C SIGNAL 14 5C	F00	300.000	- 11 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
301255	LCBL C SIGNAL 14 7C	FOOT	,800.000	
7301515	ELCBL C LEAD 18 3PR	FOOT	25.000	- II - II - I - I - I - I - I - I - I -
7500600	TS POST 10	EACH	1.000	
7500800	POST 12	EACH	1.000	1
7501000	TS POST 14	EAC	00	
7600100	PED PUSH-BUT POST T1	EAC	00	- II - I I I I I I I I I I I I I I I I
7702810	STL COMB MAA&P	AC	1.000 X	
7702840	STL COMB MAA&P 2	EACH	1.000 X	

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	\L \\$	TOTAL				
. 1			00	AC	PED PUSH-BUTTON	8800100
1			 •	ιЩ	LIGHT DETECTOR AMP	8700300
- 1	- 11 — 1 — 1 — 1 — 1 — 1 — 1 — 1 — 1 — 1		1.000	EACH	LIGHT DETECTOR	8700200
ı			924.00	007	DET LOOP T1	8600100
1	- 11		9.000	AC	TS BACKPLATE	8200100
1	- II	1 1 1 1 1 1 1	3.000	EACH	SH P LED 2F 1-3 1-5BM	8040260
i	- II		1.000	EACH	SH P LED 2F 3S BM	8040230
1	- 11		3.000	EACH	SH P LED 1F 5S MAM	8040160
ı	- II		6.000	EACH	SH P LED 1F 3S MAM	8040090
, 1			1.00	EACH	SH P LED 1F 3S BM	0070
. I	- II - I	1 	00	FOOT	CONC FDN TY E 30D	7800400
 	- 11		3.500	FOOT	CONC FDN TY D	7800200
- 1	- 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	· · · · · · · · · · · · · · · · · · ·	18.000	F00	CONC FDN TY A	7800100
1 1	11		1,000	EAC	STL COMB MAA&P 36	7702910
	- II		1.000	C	STL COMB MAA&P 3	7702900
CIS	NTS DOLLARS O	UNIT PRICE	QUANTITY	UNIT OF MEASURE	PAY ITEM DESCRIPTION	NUMBER

NOTE:
*** PLEASE TURN PAGE FOR IMPORTANT NOTES ***

NOTE:

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

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

I. GENERAL

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

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

C. Educational Loan

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

D. Bid-Rigging/Bid Rotating

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

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

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

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

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

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

E. International Anti-Boycott

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

F. Drug Free Workplace

- 1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.
- 2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.
- (e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code, Section 50-60(c), provides:

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

I. Addenda

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

L. Executive Order Number 1 (2007) Regarding Lobbying on Government Procurements

The bidder hereby warrants and certifies that they have complied and will comply with the requirements set forth in this Order. The requirements of this warrant and certification are a material part of the contract, and the contractor shall require this warrant and certification provision to be included in all approved subcontracts.

M. Disclosure of Business Operations in Iran

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

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

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

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

	Check the appropriate statement:
	// Company has no business operations in Iran to disclose.
	// Company has business operations in Iran as disclosed the attached document.
N.	Registration with the State Board of Elections.
	Public Act 95-0971, amending the Illinois Procurement Code, 30 ILCS 500, adding new sections 20-160 and 50-37, and Executive Order 3 (2008) establish new requirements affecting contributions that contractors, consultants, vendors and bidders, including affiliated persons and entities, may make to state officeholders, declared candidates for state offices and political organizations established to benefit such officeholders and candidates. These provisions do not apply to federal-aid contracts.
	By submission of a bid, the bidder acknowledges and agrees that it has read and understands the requirements of PA 95-0971 and Executive Order 3 (2008), including but not limited to, all reporting requirements and all restrictions on soliciting and making contributions to state officeholders, declared candidates for state offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. In addition, the bidder makes the following certifications:
	(1) As to Executive Order 3 (2008), the bidder certifies that no contribution will be made that would violate the order, and that the bidder will report all contributions as required by the order.
	(2) As to PA 95-0971, the bidder shall check either of the following certifications that apply:
	// The bidder is not required to register as a business entity with the State Board of Elections.
	// The bidder has registered as a business entity with the State Board of Elections, and acknowledges a continuing duty to update the registration as required the Act. A copy of the time-stamped certificate of registration is enclosed with the bid. The Department will not award this contract without the submission of a certificate of registration

In accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, this certification shall be part of the contract. Compliance with PA 95-0971 and Executive Order 3 (2008) is a material part of the contract and any breach shall be cause to void the contract under Section 50-60 of the Illinois Procurement Code.

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may check the following certification statement indicating that the information previously submitted by the bidder is, as of the date of submission, current and accurate. Before checking this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder checks the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

ac	I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.									
(Bidding Company)										
		Signature of Authorized Representative	Date							

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

D.

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

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$102,600.00? YES NO
3.	Does anyone in your organization receive more than \$106,447.20 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES NO
4.	Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$106,447.20? 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.)
the bid	or answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or ding 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 zed to execute contracts for your organization. Photocopied or stamped signatures are not acceptable . The person signing can be, but ot have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.
	nswer 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 on that is authorized to execute contracts for your company.
bidding	B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the gentity. Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be sted, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.
ongoin	dder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other g procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:
agency attache and are	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 pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an each sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital perment Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.
"See A	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 ffidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the it of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.
<u>Bidder</u>	rs Submitting More Than One Bid
	s submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms rence.
	The bid submitted for letting item contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

is

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name					
Legal Address					
City, State, Zip					
Telephone Number		Email Address		Fax Number (if available)	
LCS 500). Vendor potential conflict of publicly available contracts. A public	rs desiring to enter into a interest information as sontract file. This Form Actly traded company may set forth in Form A. See	contract with the State of pecified in this Disclosure A must be completed for by submit a 10K disclosu Disclosure Form Instruc	f Illinois in Form. bids in e re (or ections.	50-35 of the Illinois Procurement Code must disclose the financial information. This information shall become part of excess of \$10,000, and for all open-enquivalent if applicable) in satisfaction	and the ded
	DISCLO	SURE OF FINANCIAL	INFORM	<u>IATION</u>	
of ownership or dis of the Governor's s A for each individ	stributive income share in	excess of 5%, or an intere e copies of this form as r irements)	st which	interest in the BIDDER (or its parent) in to has a value of more than \$106,447.20 (ry and attach a separate Disclosure F	(60%
NAME:					1
ADDRESS					
Type of own	nership/distributable incon	ne share:			i
stock % or \$ value	sole proprietorship of ownership/distributable in	Partnership ncome share:		other: (explain on separate sheet):	
				ndicate which, if any, of the following s "Yes", please attach additional pages a	₃nd
(a) State em	ployment, currently or in the	ne previous 3 years, includ	ling conti	ractual employment of services. Yes No	
If your an	swer is yes, please answe	er each of the following que	estions.	. 100 110	
	Are you currently an office dighway Authority?	r or employee of either the	Capitol I	Development Board or the Illinois Toll YesNo	
c e	urrently appointed to or er exceeds \$106,447.20, (60	mployed by any agency of	the State , as of 3	of the State of Illinois? If you are of Illinois, and your annual salary /1/09) provide the name the State	

3.	If you are currently appointed to or employed by any age salary exceeds \$106,447.20, (60% of the Governor's sa (i) more than 7 1/2% of the total distributable income corporation, or (ii) an amount in excess of the salary of th	alary as of 3/1/09) are you entitled to receive of your firm, partnership, association or
4.	If you are currently appointed to or employed by any age salary exceeds \$106,447.20, (60% of the Governor's sa or minor children entitled to receive (i) more than 15% in of your firm, partnership, association or corporation, or salary of the Governor?	alary as of 3/1/09) are you and your spouse aggregate of the total distributable income
` '	employment of spouse, father, mother, son, or daughter, in previous 2 years.	ncluding contractual employment for services
If your	answer is yes, please answer each of the following questi	YesNo ons.
1.	Is your spouse or any minor children currently an officer of Board or the Illinois Toll Highway Authority?	or employee of the Capitol Development YesNo
	Is your spouse or any minor children currently appointed of Illinois? If your spouse or minor children is/are curren agency of the State of Illinois, and his/her annual salary Governor's salary as of 3/1/09) provide the name of the spot the State agency for which he/she is employed and his.	tly appointed to or employed by any exceeds \$106,447.20, (60% of the pouse and/or minor children, the name
	If your spouse or any minor children is/are currently appostate of Illinois, and his/her annual salary exceeds \$106 as of 3/1/09) are you entitled to receive (i) more than 71/2 firm, partnership, association or corporation, or (ii) an Governor?	,447.20.00, (60% of the salary of the Governor 2% of the total distributable income of your
	If your spouse or any minor children are currently appoir State of Illinois, and his/her annual salary exceeds \$106,43/1/09) are you and your spouse or any minor children er aggregate of the total distributable income from your firm, (ii) an amount in excess of 2 times the salary of the Gove	147.20, (60% of the Governor's salary as of ntitled to receive (i) more than 15% in the partnership, association or corporation, or mor?
		Yes No
unit of I	e status; the holding of elective office of the State of Illinois local government authorized by the Constitution of the St currently or in the previous 3 years.	
	nship to anyone holding elective office currently or in the page daughter.	orevious 2 years; spouse, father, mother, YesNo
America of the S	tive office; the holding of any appointive government office a, or any unit of local government authorized by the Const State of Illinois, which office entitles the holder to compens charge of that office currently or in the previous 3 years.	itution of the State of Illinois or the statues
	nship to anyone holding appointive office currently or in the daughter.	e previous 2 years; spouse, father, mother, YesNo
(g) Employ	yment, currently or in the previous 3 years, as or by any re	gistered lobbyist of the State government. YesNo

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, son, or daughter. YesNo _										
(i) Compensated employment, currently or in the previous 3 years, by any registered election committee registered with the Secretary of State or any county clerk of the State of Illinois, action committee registered with either the Secretary of State or the Federal Board of Election YesNo	or any political ons.									
(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.										
Yes No _	_									
APPLICABLE STATEMENT										
This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.										
Completed by:										
Signature of Individual or Authorized Representative	Date									
NOT APPLICABLE STATEMENT										
I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.										
This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.										
Signature of Authorized Representative	Date									

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

Contractor Name			
Legal Address			
City, State, Zip		_	
Telephone Number	Email Address	Fax Number (if available))
Disclosure of the information contained	•		
Act (30 ILCS 500). This information sha	•		n B must
be completed for bids in excess of \$10,	•		
DISCLOSURE OF OTH	HER CONTRACTS AND PRO	CUREMENT RELATED INFORM	<u>MATION</u>
1. Identifying Other Contracts & Probas any pending contracts (including I any other State of Illinois agency: If "No" is checked, the bidder only no	eases), bids, proposals, or oth Yes No	ner ongoing procurement relation	ship with
2. If "Yes" is checked. Identify each information such as bid or project num INSTRUCTIONS:			
THE	FOLLOWING STATEMENT	MUST BE CHECKED	
	Signature of Authorized Repre	esentative	Date

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



TRAINEES

Contract No. 91391 CHAMPAIGN County Section 00-00361-00-PV (Urbana) Project ARA-M-5181(040) Route FAU 7145 (Windsor Road) District 5 Construction Funds

PART I. IDENTIFIC	ATION																	
Dept. Human Rights	s #						_ Du	ration o	of Proj	ect: _								
Name of Bidder:																		
PART II. WORKFO A. The undersigned which this contract wo projection including a p	bidder hark is to be	as analyz e perform	ed mir ed, an	d for th d fema	ne locati	ons fro	m whic	ch the b	idder re	ecruits	employe	ees, and he	ereb	v subm	its the foll	owir con	ig workfo	n orce
		TOTA	AL Wo	rkforce	Projec	tion for	Contra	act						C	CURRENT			S
			MINORITY EMPLOYEES					TRAINEES				TO BE ASSIGNED TO CONTRACT						
JOB CATEGORIES	_	TAL OYEES	BL	ACK	HISP	ANIC	*OTHER MINOR.		APPREN- TICES		ON T	ON THE JOB TRAINEES		TOTAL EMPLOYEES			MINC	
	М	F	M	F	М	F	М	F	М	F	М	F		М	F		М	F
OFFICIALS (MANAGERS)																		
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
		BLE C									Γ	FOR	DFF	PARTM	1ENT USE	. UV	IΙΥ	
	OTAL Tra		ojectio	n for C	ontract		1 +0-		-			1 010	J_	7 X I IV				
EMPLOYEES	_	TAL	DI.	۸ C K	ПІСТ	ANIC	_	THER										
IN		OYEES F	M M	ACK F		ANIC F	4	NOR. F	4									
TRAINING APPRENTICES	M	-	IVI	<u> </u>	M	F	M	<u> </u>	1									
ON THE IOD	1	 	+	+	1													

Note: See instructions on page 2

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

BC 1256 (Rev. 12/11/08)

RETURN WITH BID

Contract No. 91391 CHAMPAIGN County Section 00-00361-00-PV (Urbana) Project ARA-M-5181(040) Route FAU 7145 (Windsor Road) District 5 Construction Funds

PART II. WORKFORCE PROJECTION - continued

B.	Included in "Total Employees" under Table A is the total number of new hires that would be employed in the event the undersigned bidder is awarded this contract.				
	The undersigned bidder projects that	t: (number)	new hires would be		
	recruited from the area in which the	contract project is located; and/or (nu	umber)		
	office or base of operation is located	new hires would be recruited fror	m the area in which the bidder's principal		
	·				
C.	Included in "Total Employees" under undersigned bidder as well as a projection		of persons to be employed directly by the employed by subcontractors.		
	The undersigned bidder estimates th	nat (number)	persons will		
	be directly employed by the prime co employed by subcontractors.	ontractor and that (number)	persons will be		
PART I	II. AFFIRMATIVE ACTION PLAN				
A.	utilization projection included under I in any job category, and in the event commencement of work, develop an (geared to the completion stages of	PART II is determined to be an under that the undersigned bidder is award submit a written Affirmative Action the contract) whereby deficiencies in			
B.	The undersigned bidder understands submitted herein, and the goals and to be part of the contract specification	timetable included under an Affirmat	emale employee utilization projection tive Action Plan if required, are deemed		
Compa	any	Telephon	e Number		
Addres	SS				
		NOTICE REGARDING SIGNATURE			
	idder's signature on the Proposal Signatu completed only if revisions are required.	re Sheet will constitute the signing of th	nis form. The following signature block needs		
Signat	ure: 🗌	Title:	Date:		
Instructi	ons: All tables must include subcontractor	r personnel in addition to prime contractor per	rsonnel.		
Table A	(Table B) that will be allocated to co		ract work and the total number currently employed on-the-job trainees. The "Total Employees" column rainees to be employed on the contract work.		
Table B	 Include all employees currently employed. 	oyed that will be allocated to the contract wo	rk including any apprentices and on-the-job trainees		
Table C	- Indicate the racial breakdown of the	total apprentices and on-the-job trainees show	wn in Table A.		

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. <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

RETURN WITH BID

Contract No. 91391 CHAMPAIGN County Section 00-00361-00-PV (Urbana) Project ARA-M-5181(040) Route FAU 7145 (Windsor Road) District 5 Construction Funds

PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Business Address	
	Firm Name	
(IF A CO-PARTNERSHIP)	Business Address	
,		
		Name and Address of All Members of the Firm:
_		
	Corporate Name	
	Ву	
(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	Rusinoss Addross	•
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
	Attest	
		Signature
	Business Address	
If more than two parties are in the joint venture		



Return with Bid

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

			Item No.
			Letting Date
KNOW ALL MEN BY THESE PRESE	NTS. That We		
as PRINCIPAL, and			
as i Kilvoli AL, aliu			
specified in Article 102.09 of the "Sta	indard Specifications for Foe paid unto said STATE	Road and Bridge Construc	as SURETY, are um of 5 percent of the total bid price, or for the amount ction" in effect on the date of invitation for bids, whichever ayment of which we bind ourselves, our heirs, executors,
	h the Department of Tra		ne PRINCIPAL has submitted a bid proposal to the rovement designated by the Transportation Bulletin Item
and as specified in the bidding and of after award by the Department, the including evidence of the required in performance of such contract and for failure of the PRINCIPAL to make the to the Department the difference not	contract documents, submer PRINCIPAL shall enter in insurance coverages and or the prompt payment of required DBE submission to exceed the penalty he with another party to performers.	it a DBE Utilization Plan to a contract in accordan providing such bond as labor and material furnish or to enter into such cor reof between the amount	CIPAL; and if the PRINCIPAL shall, within the time that is accepted and approved by the Department; and if, nee with the terms of the bidding and contract documents specified with good and sufficient surety for the faithful shed in the prosecution thereof; or if, in the event of the ntract and to give the specified bond, the PRINCIPAL pays t specified in the bid proposal and such larger amount for y said bid proposal, then this obligation shall be null and
paragraph, then Surety shall pay the	penal sum to the Departm he Department may bring	nent within fifteen (15) day an action to collect the a	with any requirement as set forth in the preceding ys of written demand therefor. If Surety does not make full amount owed. Surety is liable to the Department for all its whole or in part.
		•	used this instrument to be signed by
·			A.D.,
PRINCIPAL	day or		
T KINOII AL			
(Company Nar	ne)	· · · · · · · · · · · · · · · · · · ·	(Company Name)
By	- 0 Tiu-)	Ву:	(Circulations of Attendance in Fact)
(Signature	3 & Title)		(Signature of Attorney-in-Fact)
Notary Certification for Principal and	Surety		
STATE OF ILLINOIS, County of			
I,		, a Notary Pເ	ublic in and for said County, do hereby certify that
		and	
	Insert names of individual		
	his day in person and ackr		cribed to the foregoing instrument on behalf of PRINCIPAL that they signed and delivered said instrument as their free
Given under my hand and nota	rial seal this	day of	A.D
My commission expires			
-			Notary Public
In lieu of completing the above sect marking the check box next to the S and the Principal and Surety are firm!	ignature and Title line bel	ow, the Principal is ensu	ile an Electronic Bid Bond. By signing the proposal and iring the identified electronic bid bond has been executed ons of the bid bond as shown above.
Electronic Pid Pond ID#	Company / Bidd-	r Nama	Signature and Title
Electronic Bid Bond ID#	Company / Bidde	i inallie	Signature and Title

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:	
Address:	
Phone No.	

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

Contract No. 91391 CHAMPAIGN County Section 00-00361-00-PV (Urbana) Project ARA-M-5181(040) Route FAU 7145 (Windsor Road) District 5 Construction Funds



Illinois Department of Transportation

NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., April 24, 2009. 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. 91391 CHAMPAIGN County Section 00-00361-00-PV (Urbana) Project ARA-M-5181(040) Route FAU 7145 (Windsor Road) District 5 Construction Funds

Improvement consists of HMA widening and resurfacing, grading and subgrade modifications, curb and gutter, sidewalks, storm sewers, roadway lighting, traffic signal installation and pavement marking beginning 870 feet east of Philo Road to High Cross Road, IL Route 130 located in the city of Urbana.

- 3. INSTRUCTIONS TO BIDDERS. (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
 - (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the Illinois Department of Transportation

Gary Hannig, Acting Secretary

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2009

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-09)

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1		Additional State Requirements For Federal-Aid Construction Contracts (Eff. 2-1-69) (Rev. 1-1-07)	PAGE NO
2	\boxtimes	Subjecting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	е.
3	\boxtimes	EEO (EII. 7-21-78) (Rev. 11-18-80)	68
4		Specific Equal Employment Opportunity Responsibilities	
5	П	Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	78
6	H	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07)	83
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9	П	In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	90
10	\boxtimes	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	91
11		Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	94
12		Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	90
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LR 105 LR 107-2 LR 107-3 LR 107-4 LR 107-5 LR 108 LR 212 LR 355-1 LR 355-2 LR 400-1 LR 400-2 LR 400-3 LR 403-2 LR 406 LR 420 LR 442 LR 451 LR 503-1 LR 503-2 LR 542 LR 663 LR 702 LR 1004 LR 1013 LR 1030 LR 1032-1 LR 1032-2 LR 1032-2 LR 1102	59626364[][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][][]<	Cooperation with Utilities Railroad Protective Liability Insurance for Local Lettings Disadvantaged Business Enterprise Participation Insurance Substance Abuse Prevention Program Combination Bids Shaping Roadway Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix Asphalt Stabilized Base Course, Plant Mix Bituminous Treated Earth Surface Bituminous Surface Mixture (Class B) Pavement Rehabilitation by the Heat-Scarify-Overlay Method Salt Stabilized Surface Course 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 Coarse Aggregate for Bituminous Surface Treatment Rock Salt (Sodium Chloride) Growth Curve Penetrating Emulsions Multigrade Cold Mix Asphal Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007 Jan. 1, 1999 Mar. 1, 2005 Jan. 1, 2007 Feb. 1, 2007 Jan. 1, 2008 Jan. 1, 1969 Oct. 1, 1973 Feb. 2, 1963 Jan. 1, 2008 May 12, 1969 Jan. 1, 2008 May 12, 1964 Jan. 1, 2004 Oct. 1, 1973 Jan. 1, 1989 Sep. 1, 1964 Jun. 1, 1958 Jan. 1, 2004 Jan. 1, 1969 Mar. 1, 2008 Jan. 1, 2007 Jan. 1, 2007 Jan. 1, 2007	Jan. 1, 2007 Jan. 1, 2008 Aug. 1, 2007 Jan. 8, 2008 Mar. 1, 2005 Jan. 1, 2007
			Jan. 1, 2007	

BDE SPECIAL PROVISIONS For the April 24 and June 12, 2009 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 Nam</u>	<u>e Pg</u>	#	Consid Durit Till			
80099		<u>"</u> ┌─	<u>Special Provision Title</u> Accessible Pedestrian Signals (APS)	<u>Effe</u>	ctive	<u>Revised</u>
80186			Alkali Silica Pagetian for Cost in Plants	Apri	11, 2003	
80213		: -	Alkali-Silica Reaction for Cast-in-Place Concrete Alkali-Silica Reaction for Precast and Precast Prestropped Concrete	Aug.	. 1, 2007	
80207		_		Jan.	1, 2009	•
00207		1	Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders	Nov.	1, 2008	
80192	,	<u> </u>				
* 80173		. ⊢×	Automated Flagger Assistance Device	Jan.	1, 2008	
50261				Nov.	2, 2006	April 1, 2009
50481		-	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept.	1, 1990	Jan. 1, 2007
50491		-	Building Removal-Case II (Non-Friable Asbestos)	Sept.	1, 1990	Jan. 1, 2007
50531		-	Building Removal-Case III (Friable Asbestos)	Sept.	1, 1990	Jan. 1, 2007
* 80166	72	X	Building Removal-Case IV (No Asbestos) Cement		1, 1990	Jan. 1, 2007
80198					1, 2007	April 1, 2009
80199		-	Completion Date (via calendar days)		1, 2008	The state of the s
* 80094		X	Completion Date (via calendar days) Plus Working Days Concrete Admixtures		1, 2008	
80193		38 38 7		Jan.	1, 2003	April 1, 2009
80214		-	Concrete Barrier		1, 2008	Commission of the Commission o
80215		-	Concrete Gutter, Type A Concrete Joint Sealer		1, 2009	
* 90000					1, 2009	
* 80227			Concrete Mix Designs	April	1, 2009	
80177		2 2000	Determination of Thickness		1, 2009	
80029	79	X	Digital Terrain Modeling for Earthwork Calculations		1, 2007	***************************************
80178	87	X	Disadvantaged Business Enterprise Participation Dowel Bars		1, 2000	Nov. 1, 2008
80179	88	$\frac{1}{X}$			1, 2007	Jan. 1, 2008
80205	00	 ^	1 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1, 2007	Aug. 1, 2008
80175	,	-	Engineer's Field Office Type B		1, 2008	
80189	91	X	Epoxy Pavement Markings	Jan. 1	1, 2007	
* 80228	0,	V0.54	Equipment Rental Rates		2, 2007	Jan. 2, 2008
* 80229		1,540,6	Flagger at Side Roads and Entrances Fuel Cost Adjustment		1, 2009	
80169	Care Constitution		High Topolog Cable Madia Bari		1, 2009	
80194	93	X	High Tension Cable Median Barrier		, 2007	
80181	95	X	HMA – Hauling on Partially Completed Full-Depth Pavement	Jan. 1	, 2008	
80201	97	X	Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	April 1	, 2007	April 1, 2008
80202	99	X	Hot-Mix Asphalt - Plant Test Frequency	April 1	, 2008	(,
80136	00	 ^	Hot-Mix Asphalt – Transportation	April 1	, 2008	
80195		<u> </u>	Hot-Mix Asphalt Mixture IL-4.75 Hot-Mix Asphalt Mixture IL-9.5L	Nov. 1	, 2004	Jan. 1, 2008
80109			Impact Attenuators	Jan. 1	, 2008	,
80110	i		Impact Attenuators, Temporary	Nov. 1	, 2003	Nov. 1, 2008
* 80230	100	Х	Liquidated Damages	Nov. 1	, 2003	Jan. 1, 2007
80196	101	X	Mast Arm Assembly and Pole	April 1	, 2009	
80045	, , , ,	 _	Material Transfer Device	Jan. 1	, 2008	Jan. 1, 2009
NOT THE RESIDENCE OF THE PROPERTY OF THE PROPE	103	X	Metal Hardware Cookingto	June 15	, 1999	Jan. 1, 2009
80165		COS/No.	Metal Hardware Cast into Concrete	April 1,	2008	April 1, 2009
80082	104	Х	Moisture Cured Urethane Paint System Multilane Pavement Patching	Nov. 1,		Jan. 1, 2007
80180	105	$\hat{\mathbf{x}}$	National Pollutant Discharge Elicitude	Nov. 1,	2002	
33.33		^	National Pollutant Discharge Elimination System / Erosion and Sediment Control Deficiency Deduction	April 1,	2007	Nov. 1, 2008
			(NOTE: This special provision was previously used to 1975)			.,
			(NOTE: This special provision was previously named "Erosion and Sediment Control Deficiency Deduction".)			
80208	ľ		Nighttime Work Zone Lighting			
80129	106	Х	Notched Wedge Longitudinal Joint	Nov. 1,		•
80182	-		Notification of Reduced Width	July 1,		Jan. 1, 2007
80069			Organic Zinc-Rich Paint System	April 1,		
80216	ļ-		Partial Exit Ramp Closure for Freeway/Expressway	Nov. 1,		Jan. 1, 2008
* 80231			Pavement Marking Removal	Jan. 1,		
80022	108	X	Payments to Subcontractors	April 1,		
* 80235	110	Х	Payrolls and Payroll Records	June 1,		Jan. 1, 2006
				Mar. 1,	2009	

<u>File Nan</u>	ne P	<u>g#</u>	0 115		
8020		12	X Personal Protective Equipment	Effective	David 1
* 8023			Pipe Culverts	Nov. 1, 2008	Revised
8013	34		Plastic Blockouts for Guardrail	April 1, 2009	
8011	9 11	13	X Polyurea Pavement Marking	Nov. 1, 2009	www.weet.com.com.com.com.com.com.com.com.com.com
8021		` -		April 1, 2004	
8017		-	Portland Cement Concrete Inlay or Overlay		Jan. 1, 2009
8021		-	Port Cline for Extended Plants	Nov. 1, 2008	
8017		ո ├─	Post Clips for Extruded Aluminum Signs X Precast Handling Holes	Jan. 1, 2007	
* 8021	CONTRACTOR OF THE PARTY OF THE			Jan. 1, 2009	
* 80219		-	Preventive Maintenance - Bituminous Surface Treatment	Jan. 1, 2007	
80220		88688 <u>10-11</u>	-1	Jan. 1, 2009	April 1, 2009
80221		-	Freventive Maintenance - Micro-Surfacing	Jan. 1, 2009	April 1, 2009
80211		-	Freventive Maintenance - Slurry Seal	Jan. 1, 2009	
80015			Prismatic Curb Reflectors	Jan. 1, 2009	
34261	,		Public Convenience and Safety	Nov. 1, 2008	
80157		-	Railroad Protective Liability Insurance	Jan. 1, 2000	
80223		 	Railroad Protective Liability Insurance (5 and 40)	Dec. 1, 1986	Jan. 1, 2006
* 80172	· · · · · · · · · · · · · · · · · · ·			Jan. 1, 2006	·
The second secon	CANADA AND CONTRACT	Page 100 100 100 100 100 100 100 100 100 10	Teclaimed Asphalt Pavement (PAD)	Jan. 1, 2009	
80183 * 901 <i>51</i>	129	27	Reflective Sheeting on Channelizing Devices	Jan. 1, 2007	April 1, 2009
10100	130	0000	Neurorcement Bars	April 1, 2007	Nov. 1, 2008
00200	132	_ <u>X</u>		Nov. 1, 2005	April 1, 2009
80224		<u> </u>	restoring bilde Approach Pavements Using Using Using	Aug. 1, 2008	April 1, 2009
80184				Jan. 1, 2009	
* 00000		<u> </u>	Film for Highway Signs	April 1, 2007	
* 80233			Right-of-Entry Permit	Anademina	
80131	133	X	Seeding	April 1, 2009	
80152			Self-Consolidating Concrete for Cast-In-Place Construction	July 1, 2004	Jan. 1, 2009
80132	135	X	1 Othoridating Concrete for Pracact Draducts	Nov. 1, 2005	Jan. 1, 2009
80212		L	Jugit raileis alia Sian Panel Overlave	July 1, 2004	Jan. 1, 2007
80197	137	_X	Silt Filter Fence	Nov. 1, 2008	July 1, 2007
* 80127	138	X	Steel Cost Adjustment	Jan. 1, 2008	
80153			Steel Plate Beam Guardrail	April 2, 2004	April 1, 2009
80191	142	X	Stone Gradation Testing	Nov. 1, 2005	Aug. 1, 2009
* 80234			Storm Sewers	Nov. 1, 2007	Aug. 1, 2007
80143	143	X	Subcontractor Mobilization Payments	April 1, 2009	
80075	Ī		Surface Testing of Pavements	April 2, 2005	
80087	144	X	Temporary Erosion Control	April 1, 2002	lan 1 0007
80225	ſ		Temporary Raised Pavement Marker	Nov. 1, 2002	Jan. 1, 2007
80176	145	X	Thermoplastic Pavement Markings	Jan. 1, 2009	Jan. 1, 2008
20338	147	X	Training Special Provisions	Jan. 1, 2009	
80185			Type 77 Retroreflective Charting A	Oct. 15, 1975	
			Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	April 1, 2007	
80149			Variable Spaced Tining	, April 1, 2007	•
80071			Working Days	Aug. 1, 2005	lan 4 0000
80204	<u> </u>	$\neg \neg$	Woven Wire Fence	Jan. 1, 2002	Jan. 1, 2007
	L_		,	April 1, 2008	
The following				, prii 1, 2000	

The following special provisions are in the 2009 Supplemental Specifications and Recurring Special Provisions:

	- application opechication	ons and Recurring Special Provision	ne.	
<u>File Name</u>	Special Provision Title	5	// IO.	
80108	Aspestos Bearing Pad Removal	New Location	<u>Effective</u>	Revised
72541	Aspestos Waterproofing Membrane and Asharts II ()	Check Sheet #32	Nov. 1, 2003	110 VI3 CU
2010-	Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	Check Sheet #33	June 1, 1989	Jan. 2, 2007
80167	Electrical Service Installation - Troffic Simple	_	1, 1000	Jan. 2, 2007
00107	Nemoval and Disposal of Regulated Cubeters	Section 805	Jan. 1, 2007	
80161	TIGUIC Oldual Giolinging	Section 669	,	
80162	Uninterruptable Power Supply (UDC)	Sections 873 and 1076	Aug. 1, 2006	Jan. 1, 2007
80163	Water Blaster with Vacuum Recovery	Sections 801, 862 and 1074	April 1, 2006	Jan. 1, 2007
		Articles 783.02 and 1101.12	April 1, 2006	Jan. 1, 2007
The following	g special provisions require addition to a	= 1.52 and 1101.12	April 1, 2006	Jan. 1, 2007

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

- 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 Right-of-Entry Permit Training Special Provisions Working Days

GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET Effective: January 12, 2009

71		T =	Effective. Samuary 12, 2009		
1	<u>Pg</u> #	File Name	<u>Title</u>	<u>Effective</u>	Revised
		GBSP4	Polymer Modified Portland Cement Mortar	June 7, 1994	June 1 2007
		GBSP11	Permanent Steel Sheet Piling	Dec 15, 1993	June 1, 2007
		GBSP12	Drainage System	June 10, 1994	Jan 1, 2007
\perp		GBSP13	High-Load Multi-Rotational Bearings	Oct 13, 1988	Jan 1, 2007
		GBSP14	Jack and Remove Existing Bearings	April 20, 1994	Jan 1, 2007
		GBSP15	Three Sided Precast Concrete Structure	July 12, 1994	Jan 1, 2007
\perp		GBSP16	Jacking Existing Superstructure	Jan 11, 1993	June 1, 2007
\perp		GBSP17	Bonded Preformed Joint Seal	July 12, 1994	Jan 1, 2007
\perp		GBSP18	Modular Expansion Joint	May 19, 1994	Jan 1, 2007
		GBSP21	Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	Jan 1, 2007 Jan 1, 2007
\perp		GBSP22	Cleaning and Painting New Metal Structures	Sept 13, 1994	lon 1 2007
		GBSP25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	Jan 1, 2007
		GBSP26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	July 9, 2008
		GBSP28	Deck Slab Repair	May 15, 1995	July 9, 2008
		GBSP29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995 May 15, 1995	Jan 12, 2009
		GBSP30	Bridge Deck Latex Concrete Overlay	May 15, 1995 May 15, 1995	June 1, 2007
		GBSP31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	June 1, 2007
		GBSP32	Temporary Sheet Piling	Sept 2, 1994	June 1, 2007
		GBSP33	Pedestrian Truss Superstructure	Jan 13, 1998	Jan 1, 2007
		GBSP34	Concrete Wearing Surface	June 23, 1994	Nov 14, 2008
		GBSP35	Silicone Bridge Joint Sealer		Jan 12, 2009
		GBSP36	Surface Preparation and Painting Req. for Weathering Steel	Aug 1, 1995	Jan 1, 2007
		GBSP37	Underwater Structure Excavation Protection	Nov 21, 1997	Jan 12, 2009
		GBSP38	Mechanically Stabilized Earth Retaining Walls	April 1, 1995	Jan 1, 2007
\top		GBSP42	Drilled Soldier Pile Retaining Wall	Feb 3, 1999	Jan 15, 2008
		GBSP43	Driven Soldier Pile Retaining Wall	Sept 20, 2001	Feb 2, 2007
		GBSP44	Temporary Soil Retention System	Nov 13, 2002	Feb 2, 2007
		GBSP45	Bridge Deck Thin Polymer Overlay	Dec 30, 2002	Jan 1, 2007
		GBSP46	Geotextile Retaining Walls	May 7, 1997	Jan 1, 2007
T		GBSP47	High Performance Concrete Structures	Sept 19, 2003	June 1, 2007
		GBSP50	Removal of Existing Non-composite Bridge Decks	Aug 5, 2002	Jan 1, 2007
T		GBSP51	Pipe Underdrain for Structures	June 21, 2004	Jan 1, 2007
		GBSP52	Porous Granular Embankment (Special)	May 17, 2000	Jan 1, 2007
		GBSP53	Structural Repair of Concrete	Sept 28, 2005	Nov 14, 2008
		GBSP55	Erection of Curved Steel Structures	Mar 15, 2006	April 2, 2008
	_	GBSP56	Setting Piles in Rock	June 1, 2007	
		GBSP57	Temporary Mechanically Stabilized Earth Retaining Walls	Nov 14, 1996	Jan 1, 2007
		GBSP58	Mechanical Splice	Jan 6, 2003	April 2, 2008
		GBSP59	Diamond Grinding and Surface Testing Bridge Sections	Sep 21, 1995	Jan 1, 2007
		GBSP60	Containment and Disposal of Non-Lead Pain Cleaning Residues	Dec 6, 2004	July 9, 2008
		GBSP61	Slipform Parapet	Nov 25, 2004	July 9, 2008
1	_	GBSP62	Concrete Deck Beams	June 1, 2007	Jan 12, 2009
		GBSP63	Demolition Plans for Removal of Existing Structures	June 13, 2008	Nov 14, 2008
15	_	GBSP64	Segmental Concrete Block Wall	Sept 5, 2007	
		GBSP65	Precast Modular Retaining Walls	Jan 7, 1999	July 9, 2008
	_		Wave Equation Analysis of Piles	Mar 19, 2001	Nov 14, 2008
	<u> </u>		THE Equation Analysis of Files	Nov 14, 2008	

LIST ADDITIONAL SPECIAL PROVISIONS BELOW

TECHNICAL SPECIFICATIONS

The following technical specifications supplement the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2007, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", in effect on the date of invitation for bids, the "Manual of Test Procedures for Materials", in effect on the date of invitation for bids, the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, the "Bureau of Design & Environment Special Provisions (BDE)" included herein, the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", which apply to and govern the construction of Windsor Road, Section 00-00361-00-PV, in the City of Urbana, Champaign County, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION AND DESCRIPTION OF WORK

The proposed street improvements are located on Windsor Road in the City of Urbana, Champaign County, Illinois. The proposed street improvements on Windsor Road commence approximately 870 feet east of the Windsor Road and Philo Road intersection and proceed in an easterly direction a distance of 6,980 feet to a terminus approximately 79 feet west of the intersection of Windsor Road and High Cross Road (IL. Route 130).

The work under this contract shall consist of the construction of:

- Hot-Mix Asphalt widening and resurfacing;
- grading and subgrade modifications for roadway widening construction;
- concrete curbs and gutters;
- storm sewers, and associated storm drainage structures;
- Portland Cement concrete sidewalks;
- traffic signal installation;
- roadway lighting;
- pavement markings;
- various removals, excavations, embankment construction and other work necessary to complete construction as shown in the plans and required by the specifications.

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

PROJECT COMPLETION DATE PLUS WORKING DAYS

All major items of work shall be completed on or before **November 30, 2010**. After November 30, 2010 the Contractor shall be allowed **fifteen working days** to complete minor work items. The Contractor is advised that multiple crews may be needed to complete the work by this deadline. All pavement, storm sewers, curb and gutter, traffic signals and final pavement markings shall be complete by November 30, 2010, and all travel lanes shall be open to traffic by that date. Roadway lighting, minor grading, seeding, clean-up and other minor work items as determined by the Engineer may be completed after November 30, 2010.

BROOMING ROADWAY

All traffic lanes which are closed to through traffic during construction shall be broomed or swept free of all loose gravel or construction debris before the traffic lane is reopened to traffic. The Engineer shall approve all roadway surface conditions before they are opened to traffic. The cost of complying with this Special Provision will not be paid for separately but shall be considered incidental to the various traffic control items and no additional compensation will be allowed.

COMMITMENTS

The temporary construction easements for the following addresses or locations owned by Clinton C. Atkins or DAA Holdings, LLC. will expire on December 31, 2010:

- 1710 E. Windsor Rd. (i.e., Christie Clinic)
- 1912 & 2002 E. Windsor Rd. (i.e., the properties north of Windsor Rd. between Carle Clinic and the Calvary Baptist Church.
- All properties north of Windsor Rd. between the Calvary Baptist Church and the AmerenIP Substation.
- The property at the northwest corner of Windsor Rd. and High Cross Rd.
- The property across from Stone Creek Blvd. and directly west of the A&E Animal Hospital.

The Contractor is advised to complete all work, including final grading and seeding, by the expiration date of the easements.

CONNECTING INTO EXISTING MANHOLES AND STORM SEWERS

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

CONSTRUCTION NOISE RESTRICTIONS

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

Construction within 600 feet of an occupied **residence**, **library**, **hospital or similar receptor** shall be confined to the period between the hours of 8 A.M. and 8 P.M. Monday through Saturday, and 8 A.M. and 12 Noon Sunday. This time regulation shall not apply to sawing contraction joints in new pavement or to construction of an emergency nature.

Any arrow boards used in Traffic Control that is to remain in place overnight shall be of a non-motorized type in order to eliminate noise and comply with the City's Ordinance.

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

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

CONSTRUCTION ON PRIVATE PROPERTY

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

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

The cost of compliance with this Special Provision will not be paid for separately but shall be considered, as incidental to the EARTH EXCAVATION pay item and no additional compensation will be allowed.

CURB AND GUTTER TRANSITIONS AND THICKNESS

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

CUTTING EXISTING PAVEMENT, DRIVEWAY PAVEMENT, SIDEWALK, OR CURB AND GUTTER

At locations where it is necessary to cut bituminous concrete surfaces, concrete pavement, concrete or bituminous concrete driveway pavement, concrete sidewalk, or concrete curb and gutter, where it will abut the proposed new construction, a uniformly straight cut shall be obtained by the use of a diamond concrete saw. The use of pneumatic tools to make these cuts will not be allowed. This work shall be considered incidental to the various pay items of the proposed construction involved and no additional compensation will be allowed.

EXISTING SEWERS AND DRAINAGE STRUCTURES TO BE PLUGGED

Where existing sewers are to be abandoned or removed as shown in the plans, or as directed by the Engineer, the abandoned sewers and drainage structure openings which remain shall be plugged with concrete or brick masonry plugs in a workmanlike manner and to the satisfaction of the

Engineer. This work will not be paid for separately but will be considered as included in the contract unit prices for the various storm sewer pay items and no additional compensation will be allowed.

EXISTING TREES AND SHRUBS

Existing trees and shrubs in the area of the project site shall be protected from damage unless indicated on the Plans to be removed. Temporary fence shall be erected, at the direction of the Engineer, to protect trees and shrubs to remain. Once the fence is installed no construction activity or material will be allowed within the enclosure. The fence shall not be removed until the completion of the project.

The Contractor shall be liable for damages for trees and shrubs which were to have been protected as directed by the Engineer, unless such damages are determined by the Engineer to have been unavoidable. Such trees or shrubs shall immediately be repaired or replaced as directed in Section 201.07 of the Standard Specifications for Road and Bridge Construction.

The City of Urbana will perform all tree trimming to accommodate construction operations. If the Contractor encounters any limbs that will impede the progress of construction, the Contractor shall request the City to remove them. The Contractor shall NOT trim trees.

Tree protection fencing will not be paid for separately but shall be included in the cost of the earthwork.

HAND GRADING

Grading shall be done by hand around light poles, utility poles, sign posts, shrubs, trees or other natural or man-made objects where shallow fills or cuts are adjacent to the items. It is the intent that the limits of construction be such as to preserve in the original state as much area of temporary easements as possible. The decision as to items to remain in place shall be as directed by the Engineer. This work will not be paid for separately and should be included in the cost of the earthwork.

HEAVY EQUIPMENT OPERATION NEAR CHRISTIE CLINIC

The Contractor shall use extreme caution whenever operating heavy equipment within the vicinity of Christie Clinic at the northwest corner of Windsor Road and Myra Ridge Drive. The Clinic has an MRI operation that is sensitive to vibrations from heavy equipment. The Contractor shall schedule work and select equipment accordingly to mitigate vibrations when working in the vicinity of the Clinic. The Contractor shall notify the Resident at least 48 hours in advance of using heavy equipment within the vicinity of the Clinic.

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

INLETS AND MANHOLES WITH TYPE 3, 11 & 11V FRAME AND GRATES

Description

Type 3, Type 11, Type 11V Frames and Grates shall be provided with open curb boxes.

Measurement and Payment

The open curb boxes will not be paid for separately, but shall be considered as included in the contract unit price for the specified pay items involved.

MANHOLE STEPS

The manhole steps depicted on Highway Standard Drawing 602401 shall be omitted and will not be required for the manholes.

MANHOLES TO BE ADJUSTED OR RECONSTRUCTED

At the locations shown in the plans the contractor shall pour inverts in the bottom of any existing manholes in which there is noted no invert exists. This work will not be paid for separately but shall be considered included in the respective MANHOLE TO BE ADJUSTED or MANHOLE TO BE RECONSTRUCED pay items.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT

This work shall be done in accordance with the "National Pollutant Discharge Elimination System Permit" (NPDES) requirements. The project is covered the City's MS4 permit number ILR400462. The Contractor will be required to comply with all terms of the permit. As a part of the requirements the Contractor will be required to fill out the "Contractor Certification Statement", form number BDE 2342 and submit it to the Engineer at the pre-construction conference. A copy of the form is attached.



Storm Water Pollution Prevention Plan

Route	Windsor Road	Marked Rt.	No
Section	00-00361-00-PV	Project No.	M-5181(40)
County	Champaign	Contract No.	
		Contract 140.	91391
nas also	n has been prepared to comply with the provisions nental Protection Agency on May 30, 2003 for storm been prepared to comply with the provisions of NPD storm sewer systems if checked below.	of the NPDES water discharge ES Permit Numb	Permit Number ILR10, issued by the Illinois s from Construction Site Activities. This plan per ILR40 for discharges from small municipal
NPDES p	permits associated with this project:		
	ILR10 Permit No. (if applicable):		
	ILR40 Permit No. (if applicable): ILR400462	<u>, </u>	
submitted gathering	nder penalty of law that this document and all attachmore with a system designed to assure that qualified person. Based on my inquiry of the person or persons who rethe information, the information submitted is, to the best that there are significant penalties for submitting falses goviolations.	nanage the syste	em, or those persons directly responsible for
	William R. Gray		
	Print Name	_ We	liai R. Gray
· · ·	Public Works Director/City Engineer	17	liai R. May Signature
	Title City of Urbana		Date
	Agency		
I. Si	ite Description:		
A.	The following is a description of the project location:	:	
·	Windsor Road from Boulder Drive to High Cross Ro	ad (IL. Route 130	0).
В.	The following is a description of the construction act		•
	Reconstruction of approximately 7,000 feet of Winds construction, construction of storm sewers, grading a concrete resurfacing, curb and gutters, sidewalks, tra-	or Road includin	g various removals, excavations, widening
, C.	The following is a description of the intended sequen portions of the construction site, such as grubbing, ex		
;	Installation of storm sewers, grading for pavement co sidewalks, traffic signals, roadway lighting, top soil pla	onstruction, pave ecement and seed	ment subgrade, pavement construction, ding.
D.	The total area of the construction site is estimated to	be <u>5.4</u> acres.	

The total area of the site that is estimated will be disturbed by excavation, grading or other activities is $\underline{2}$ acres.

	completed:	of the	runoff coefficient for this project after construction activities are
	Windsor Road - 86 (WinTR-55)		
F	. The following is a description of the erosivity:	soil typ	es found at the project site followed by information regarding their
	Information describing the soils at th incorporated by reference.	e site is	s contained in the Soils Report for the project, which is hereby
G	. The following is a description of pote	ntially e	erosive areas associated with this project:
	Some of the roadside slopes have poseeding or sodding.	otential	for erosion and are being protected by erosion control blanket,
H.	The following is a description of soil of slopes, length of slopes, etc):	disturbir	ng activities, their locations, and their erosive factors (e.g. steepness
	Soil is expected to be disturbed along subgrade, sidewalks, traffic signals, number typically a maximum of 4:1 with a length		tire project limits during construction of storm sewers, pavement lighting, top soil placement and seeding. Roadway sideslopes are cally of 20 feet.
l	the site and controls to prevent offsite of soil disturbance, the location of main	sedime	e plans for this contract for information regarding drainage patterns, fter major grading activities, locations where vehicles enter or exit ent tracking (to be added after contractor identifies locations), areas ctural and non-structural controls identified in the plan, the location sected to occur, surface waters (including wetlands) and locations vater including wetlands.
J.	The following is a list of receiving water	er(s) an	d the ultimate receiving water(s), and areal extent of wetland ving waters can be found on the erosion and sediment control
	Receiving waters are a drainage ditch Salt Fork to Vermillion River to Wabas	which i h River	s a tributary to the Salt Fork. Ultimate receiving water(s) are the . There are no wetlands within the project limits.
	The following pollutants of concern will		·
	 Soil Sediment Concrete Concrete Truck Waste Concrete Curing Compounds Solid Waste Debris Paints Solvents Fertilizers / Pesticides 		Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) Antifreeze / Coolants Waste water from cleaning construction equipment Other (specify) Other (specify) Other (specify) Other (specify) Other (specify) Other (specify)
Cont	trols:		
contr engir	actor will be responsible for its implement	entatior e meas	t will be implemented for each of the major construction activities we sites, and waste sites. For each measure discussed, the nas indicated. The contractor shall provide to the resident sures indicated. The contractor, and subcontractors, will notify the

part of, this plan:

11.

resident engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the permit. Each such contractor has signed the required certification on forms which are attached to, and are a

A. Erosion and Sediment Controls

- 1. Stabilized Practices: Provided below is a description of interim and permanent stabilization practices, including site specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(A)(1)(a) and II(A)(3), stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of 21 or more calendar days.
 - a. Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

The following Stabilization Practices will be used for this project:

☑ Preservation of Mature Vegetation ☑ ☑ Vegetated Buffer Strips ☑ ☑ Protection of Trees ☐ ☑ Temporary Erosion Control Seeding ☑ ☑ Temporary Turf (Seeding, Class 7) ☑ ☐ Temporary Mulching ☑ ☑ Permanent Seeding ☐	Erosion Control Blanket / Mulching Sodding Geotextiles Other (specify) Inlet Filters Other (specify) Temporary Ditch Checks Other (specify) Silt Fence Other (specify)
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Describe how the Stabilization Practices listed above will be utilized:

Temporary seeding of disturbed areas will be performed as soon as possible. Inlet and pipe protection will be placed at upstream ends of drainage culverts and at inlets in earth areas to prevent silt from entering the drainage system. Inlet filters will be installed at all drainage structures within paved areas to prevent silt from entering the drainage system. Silt fences will be erected in fill areas to prevent sediment from discharding off the limits of the right of way. Permanent seeding and mulching will be done when the grading is complete. Disturbance of existing vegetated areas will be limited to the minimum necessary to complete the project.

2. Structural Practices: Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

The following Structural Practices will be used for this project:

	Perimeter Erosion Barrier Temporary Ditch Check Storm Drain Inlet Protection Sediment Trap Temporary Pipe Slope Drain Temporary Sediment Basin Temporary Stream Crossing Stabilized Construction Exits Furf Reinforcement Mats Permanent Check Dams Permanent Sediment Basin Aggregate Ditch Paved Ditch		Rock Outlet Protection Riprap Gabions Slope Mattress Retaining Walls Slope Walls Concrete Revetment Mats Level Spreaders Other (specify) Other (specify) Other (specify) Other (specify) Other (specify)
--	--	--	--

Describe how the Structural Practices listed above will be utilized:

Temporary seeding of disturbed areas will be performed as soon as possible. Inlet and pipe protection will be placed at upstream ends of drainage culverts and at inlets in earth areas to prevent silt from entering the drainage system. Inlet filters will be installed at all drainage structures within paved areas to prevent silt from entering the drainage system. Silt fences will be erected in fill areas to prevent sediment from discharding off the limits of the right of way. Permanent seeding and mulching will be performed when the grading is complete. Disturbance of existing vegetated areas will be limited to the minimum necessary to complete the project.

- 3. Storm Water Management: Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.
 - a. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

The practices selected for implementation were determined on the basis of the technical guidance in Section 59-8 (Erosion and Sediment Control) in Chapter 59 (Landscape Design and Erosion Control) of the Illinois Department of Transportation Bureau of Design and Environment Manual. If practices other than those discussed in Section 59-8 are selected for implementation or if practices are applied to situations different from those covered in Section 59-8, the technical basis for such decisions will be explained below.

b. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of Storm Water Management Controls.

Storm water retention is provided by a region dry basin within the Stone Creek Subdivision Development. Pollutants in storm water discharges from storm sewers will be filtered by use of open vegatated roadside ditching between the storm water discharge point and the dry basin. The pavement slopes along the length of the project are minimal slopes necessary to provide proper overland flow. Slopes have been flattened and vegetative lined swales and sodding has been provided to limit erosive velocity flow.

4. Other Controls:

 Vehicle Entrances and Exits – Stabilized construction entrances and exits must be constructed to prevent tracking of sediments onto roadways.

The contractor will provide the resident engineer with a written plan identifying the location of stabilized entrances and exits and the procedures (s)he will use to construct and maintain them.

- Material Delivery, Storage, and Use The following BMPs shall be implemented to help prevent discharges of construction materials during delivery, storage, and use:
 - All products delivered to the project site must be properly labeled.
 - Water tight shipping containers and/or semi trailers shall be used to store hand tools, small parts, and most construction materials that can be carried by hand, such as paint cans, solvents, and grease.
 - A storage/containment facility should be chosen for larger items such as drums and items shipped or stored on pallets. Such material is to be covered by a tin roof or large sheets of plastic to prevent precipitation from coming in contact with the products being stored.
 - Large items such as light stands, framing materials and lumber shall be stored in the open in a
 general storage area. Such material shall be elevated with wood blocks to minimize contact with
 storm water runoff.

- Spill clean-up materials, material safety data sheets, an inventory of materials, and emergency
 contact numbers shall be maintained and stored in one designated area and each Contractor is
 to inform his/her employees and the resident engineer of this location.
- c. Stockpile Management BMPs shall be implemented to reduce or eliminate pollution of storm water from stockpiles of soil and paving materials such as but not limited to portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, aggregate sub base, and pre-mixed aggregate. The following BMPs may be considered:
 - Perimeter Erosion Barrier
 - Temporary Seeding
 - Temporary Mulch
 - Plastic Covers
 - Soil Binders
 - Storm Drain Inlet Protection

The contractor will provide the resident engineer with a written plan of the procedures (s)he will use on the project and how they will be maintained.

- Waste Disposal. No materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- e. The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.
- f. The contractor shall provide a written and graphic plan to the resident engineer identifying where each of the above areas will be located and how they are to be managed.

5. Approved State or Local Laws

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

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

The drainage plan has been approved by IDOT and the City of Urbana.

III. Maintenance:

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. The resident engineer will provide maintenance guides to the contractor for the practices associated with this project.

The Contractor will be responsible for installing and maintaining the erosion control systems as directed by the Engineer.

IV. Inspections:

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

- A. Disturbed areas, use areas (storage of materials, stockpiles, machine maintenance, fueling, etc.), borrow sites, and waste sites shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Discharge locations or points that are accessible, shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- B. Based on the results of the inspection, the description of potential pollutant sources identified in section I above and pollution prevention measures identified in section II above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within ½ hour to 1 week based on the urgency of the situation. The resident engineer will notify the contractor of the time required to implement such actions through the weekly inspection report.
- C. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section IV(B) shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.
- D. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the resident engineer shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The resident engineer shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

The Incidence of Non-Compliance shall be mailed to the following address:

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

V. Non-Storm Water Discharges:

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

- A. Spill Prevention and Control BMPs shall be implemented to contain and clean-up spills and prevent material discharges to the storm drain system. The contractor shall produce a written plan stating how his/her company will prevent, report, and clean up spills and provide a copy to all of his/her employees and the resident engineer. The contractor shall notify all of his/her employees on the proper protocol for reporting spills. The contractor shall notify the resident engineer of any spills immediately.
- B. Concrete Residuals and Washout Wastes The following BMPs shall be implemented to control residual concrete, concrete sediments, and rinse water:
 - Temporary Concrete Washout Facilities shall be constructed for rinsing out concrete trucks. Signs shall be installed directing concrete truck drivers where designated washout facilities are located.
 - The contractor shall have the location of temporary concrete washout facilities approved by the resident engineer.
 - All temporary concrete washout facilities are to be inspected by the contractor after each use and all spills must be reported to the resident engineer and cleaned up immediately.
 - Concrete waste solids/liquids shall be disposed of properly.
- C. Litter Management A proper number of dumpsters shall be provided on site to handle debris and litter associated with the project. The Contractor is responsible for ensuring his/her employees place all litter including marking paint cans, soda cans, food wrappers, wood lathe, marking ribbon, construction string, and all other construction related litter in the proper dumpsters.
- D. Vehicle and Equipment Cleaning Vehicles and equipment are to be cleaned in designated areas only, preferably off site.
- E. Vehicle and Equipment Fueling A variety of BMPs can be implemented during fueling of vehicles and equipment to prevent pollution. The contractor shall inform the resident engineer as to which BMPs will be used on the project. The contractor shall inform the resident engineer how (s)he will be informing his/her employees of these BMPs (i.e. signs, training, etc.). Below are a few examples of these BMPs:
 - Containment
 - Spill Prevention and Control
 - Use of Drip Pans and Absorbents
 - Automatic Shut-Off Nozzles
 - Topping Off Restrictions
 - Leak Inspection and Repair
- F. Vehicle and Equipment Maintenance On site maintenance must be performed in accordance with all environmental laws such as proper storage and no dumping of old engine oil or other fluids on site.

VI. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of an Erosion and Sediment Control Deficiency Deduction against the contractor and/or penalties under the NPDES permit which could be passed onto the contractor.



Contractor Certification Statement

The Resident Engineer is to make copies of this form and every contractor and sub-contractor will be required to complete their own separate form.

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

Route	Wiindsor Road		Marked Rt.	No	
Section	00-00361-00-PV		Project No.	M-5181(40)	
County	Champaign		Contract No.	91391	
site ident Storm Wa	inder penalty of law that I understand the ter permit (ILR 10) that authorizes the storm wified as part of this certification. I have read ater Pollution Prevention Plan for the above ce with the ILR10 and Storm Water Pollution	ater dis and un mentio	charges associated and all of the charge and all of the charge area and all of the charge area. I have	ed with industrial acti e information and req e provided all docum	vity from the construction uirements stated in the pentation required to be in
☐ Contra	actor				
☐ Sub-C	ontractor		•	·	•
	Print Name			Signature	
	Title	• .		Date	,
SPANE S	Name of Firm			Telephone	
	Street Address	•		City/State/ZIP	

PRESERVING PROPERTY MARKERS

The Contractor shall locate the existing property corner markers along this section. Any such monuments unnecessarily destroyed by the Contractor's operations shall be replaced by a registered Illinois Land Surveyor at the Contractor's expense.

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

PUBLIC INFORMATION MEETING

A public information meeting will be held for this project prior to the start of construction of this project. The City will schedule the meeting and advertise its date, time and location. The City's representatives will conduct the meeting. The Contractor shall have a representative at the meeting to answer questions concerning scheduling, the nature of work to be performed, and any other issues that may arise. The cost of complying with this Special Provision will not be paid for separately but shall be considered as included within the various traffic control items and no additional compensation will be allowed.

REMOVING AND RESETTING SIGNS

Description

This work shall consist of the removal, relocation, and resetting of traffic signs which interfere with construction operations. This work shall also include the removal, relocation, and resetting of existing street signs, street name signs, wood signs and other miscellaneous signs which interfere with construction operations. This work shall be performed in accordance with the applicable portions of Article 107.25 of the Standard Specifications and as directed by the Engineer. The intent of this specification is for the contractor to remove, temporarily relocate and/or permanently reset existing signs which interfere with the construction operations. The Engineer will determine which signs will be removed, temporarily relocated and permanently reset.

Measurement and Payment

This work will not be measured separately but shall be considered as included within the contract unit price for earth excavation and no additional compensation will be allowed.

REMOVAL OF UNCLASSIFIED MATERIAL

Debris or unclassified materials shall be removed at the locations shown on the Plans or as designated by the Engineer. The material removed as required in this Special provision shall be disposed of outside the limits of the right-of-way in accordance with Article 202.03 of the Standard Specifications and as directed by the Engineer. This work will not be paid for separately and is considered to be included in the cost of the various removal items.

RESTRICTED DEPTH MANHOLES AND INLETS

Description

This work shall consist of the construction of manholes and inlets in accordance with Section 602 of the Standard Specifications and the details of Highway Standard Drawings 602306 and 602401,

except that these structures shall be constructed with precast concrete flat slab tops as detailed in Standard Drawing 602601. Any necessary lengths of 24-inch diameter risers required to achieve the top-of-frame elevations as shown in the plans shall also be included. All manholes shall be type Δ

Measurement and Payment

This work will be measured for payment at the contract unit price each for RESTRICTED DEPTH MANHOLES or RESTRICTED DEPTH INLETS, of the specified type and diameter, with frame and grate or lid. The price shall include the cost of all excavation and backfill, furnishing and installing the inlets, manholes, flat slab tops, and any required risers, and furnishing and installing the specified frame and grate or lid.

SEQUENCE OF CONSTRUCTION

See the "Stage Construction and Maintenance of Traffic" detail sheets in the plans for the suggested sequence of construction. Due to the magnitude of the project and the number of utility facilities to be adjusted or relocated it may be necessary for the Contractor to sequence the work to allow the utility companies' time to complete their work. The Contractor should plan the construction sequence so that no work will be started that could not be completed prior to any winter shut down period. Open holes, trenches or drop offs adjacent to traffic lanes, entrances or sidewalks will not be permitted while the work is suspended.

STOCKPILE AREAS

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

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

STORMWATER MESSAGE FOR FRAMES AND GRATES

All new Type 3 Frame and Grate curb boxes, Type 11 Frame and Grate curb boxes, Type 8 Grates and Type 1 Open Lid storm grates shall have an educational message cast directly into the structure with no additional compensation for complying with this special provision. Acceptable messages include any of the following or an approved equivalent:

DUMP NO WASTE <fish icon> DRAINS TO RIVER, STREAM or WATERWAY

STORM SEWERS, WATER MAIN QUALITY PIPE

Description

This item is intended satisfy the EPA requirements for horizontal and vertical separation of sewer and water mains outlined in Section 41 of the "Standard Specifications for Water and Sewer Main Construction in Illinois."

This work shall consist of constructing storm sewers of the required inside diameter with the necessary fittings or joints in accordance with Section 550 of the Standard Specifications and the following additions or exceptions.

Materials

The materials allowed for the water main quality storm sewer pipe shall be a reinforced concrete pressure pipe or a ductile iron pipe of the size and type indicated on the plans. The materials shall be in accordance with Articles 40-2.01, 40-2.02 and 40-2.05A of the "Standard Specifications for Water and Sewer Main Construction in Illinois". Joints between different pipe material types shall be water tight and made with concrete collars as detailed on the plans and as approved by the Engineer. The water main quality pipe joints shall be of the type approved by the Illinois Environmental Protection Agency for storm sewer lines crossing above water mains.

Measurement and Payment

This work will be measured and paid for at the contract unit price per foot for STORM SEWERS, WATER MAIN QUALITY PIPE of the type and size indicated, which price shall include labor, equipment and materials required except for the concrete collars. The concrete collars will be paid for as specified herein. The pipe types shown on the plans refer to the fill heights over the pipe as indicated in Article 550.03 of the Standard Specifications.

20201200 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

Description

This work shall consist of undercutting, removing and disposing of unsuitable material below the proposed subgrade limits at locations shown on the plans or determined by the Engineer and in accordance with Section 202 of the Standard Specifications. The material removed may be used as earth backfill at locations not under proposed paved areas unless directed otherwise by the Engineer. Excess material shall be disposed of off the site. The excavations below the subgrade limits shall be filled with Aggregate Subgrade, Special, as directed by the Engineer. A removal quantity has been included in the plans for the purpose of establishing a unit bid price in case unsuitable materials are discovered. It is hereby understood that the City of Urbana reserves the right to delete any or all of this pay item quantity from the contract. Should the City delete any or all of this pay item quantity from the Contractor will receive no remuneration for the deleted item.

Measurement and Payment

This work of undercutting and removing unsuitable earth material will be measured in accordance with Article 202.07(b) of the Standard Specifications and will be paid for at the contract unit price per cubic yard for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL. Filling the excavated areas with Aggregate Subgrade, Special, will be paid for separately as specified herein.

25200200 SUPPLEMENTAL WATERING 25000900 SEEDING, CLASS 1 (SPECIAL) XX006444 MULCH, SPECIAL

Description

This work shall consist of preparing the seedbed, furnishing, transporting, and placing the topsoil, seed, fertilizer and mulch as required in the seeding operations. The work shall be in accordance with

the applicable articles of Sections 211, 250 and 251 of the Standard Specifications except as modified herein.

The areas for seeding and mulching shall be any area disturbed beyond the existing condition by the Contractor's construction operations. The plan quantity for sodding, seeding and mulching includes the entire area within the construction limits. The Contractor is advised that payment for sodding, seeding and mulching will be made for only those areas which were necessarily disturbed by construction operations as determined by the Engineer. Turfed areas which are needlessly disturbed by construction operations shall be sodded or seeded as directed by the Engineer at the Contractor's expense.

To prevent erosion and to satisfy the requirements of the NPDES permit seeding, fertilizing and mulching should be completed in conjunction with each separate stage of the project. The Contractor will be responsible for the seeded areas until they are fully established which may require re-seeding and mulching of any bare areas until seed growth is established. The Contractor shall maintain the seeded areas until such time as the requirements of the NPDES permit are satisfied and the permit is terminated.

Materials

All materials shall meet the requirements of Article 250 of the Standard Specification except, mulching shall consist of one of the following products, "StrawNet", "Green Yard Mulch" or "EZ Mulch +" or an approved equal. Straw, straw netting, straw matting and or excelsior blankets shall not be used.

The Contractor shall supply the proper certifications and weight tickets for the seed, fertilizer and mulch materials.

Construction Requirements

Before any seeding begins, the Contractor shall be responsible for the removal of all debris and other deleterious material that would interfere or complicate the future maintenance of the restored and adjacent areas. After cleanup and power raking of the area to be seeded has occurred, all areas to be seeded and mulched shall have a minimum of 4" of agricultural grade topsoil applied. All areas prepared and ready for seeding shall be inspected and approved by the Engineer prior to any seed application.

The seeding mixture shall be Class 1, and the seed mixture shall be as follows. Weights shown are in LBS per ACRE. Seeding is to be at a rate 50% greater than required in the Standard Specifications.

Ky Bluegrass	150 lbs.
Perennial Ryegrass	90 lbs.
Creeping Red Fescue	60 lbs.
TOTAL	300 lbs

When seeding occurs between June 1 and August 15 the above mixture shall also include 50 lbs./acre of Annual Ryegrass.

The mulch or mulch and fertilizer mixture shall promote and replicate the following:

1. Immediate germination and rapid root development without burning.

2. Expand and provide soil surface coverage to promote young seedling establishment and greatly reduce soil erosion.

The seed enhancing mulch mixture application rate shall meet the manufactures suggested minimum requirements and should be watered immediately following application to sufficiently make the mulch expand as designed.

Eight (8) Supplemental Waterings shall be applied under this contract. One application of water will be required every two days or as directed by the Engineer. Depending upon weather conditions, more or fewer supplemental waterings may be necessary. All watering described shall be done with a spray application. Water shall be applied at the rate of two (2) gallons per square yard per application. An open-ended hose will not be acceptable. The method of watering shall meet the acceptance of the Engineer.

Measurement and Payment

This work will be measured and paid for at the contract unit price per acre for SEEDING, CLASS 1 (SPECIAL) and MULCH (SPECIAL) in accordance with Sections 211, 250 and 251 of the Standard Specifications. The supplemental watering will be measured and paid for at the contract price per unit for SUPPLEMENTAL WATERING, with one unit equaling 1000 gallons of water applied. Any additional seeding and mulching of bare areas after the initial seeding and mulching operation will not be paid for separately, but will be considered as included in the cost of the seeding and mulching pay items. The plan quantity for seeding and mulching includes the entire area within the construction limits. The Contractor is advised that payment for seeding and mulching will be made for only those areas which were necessarily disturbed by construction operations as determined by the Engineer. Turfed areas beyond the construction limits which are unnecessarily disturbed by construction operations shall be seeded as directed by the Engineer at the Contractor's expense.

28000255 TEMPORARY EROSION CONTROL SEEDING

Description

This work shall consist of placing temporary seeding on erodable surfaces in accordance with Section 280 of the Standard Specifications and as directed by the Engineer. The seed mixture and rates shall be as specified in Article 280.04 (f).

Measurement and Payment

This work will be measured for payment at the contract unit price per acre for TEMPORARY EROSION CONTROL SEEDING.

44000159 HOT-MIX ASPHALT SURFACE REMOVAL 2 ½" 44000198 HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)

Description

This work shall consist of the removal and disposal of the existing bituminous surface in order to facilitate the subsequent resurfacing of the pavement. Removal shall be performed to the limits and thickness designated in the plans and in accordance with Section 440 of the Standard specifications.

Measurement and Payment

This work will be measured for payment at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL 2 ½" or HOT-MIX SURFACE REMOVAL (VARIABLE DEPTH), which price shall include all labor and equipments necessary to perform the work as specified.

44201373 CLASS C PATCHES, TYPE I, 12 INCH 44201377 CLASS C PATCHES, TYPE II, 12 INCH 44201381 CLASS C PATCHES, TYPE III, 12 INCH 44201383 CLASS C PATCHES, TYPE IV, 12 INCH

Description

This work shall consist of constructing pavement patches in accordance with the details in the plans and Section 440 of the Standard Specifications. The Contractor shall be required to use the "Special Patching Mixture" as specified in Article of 1020.05 of the Standard Specifications. The intent of using the special patching mixture is to have all lanes opened the same day as the patches are constructed. Where patches are located at storm sewer crossings the Contractor may temporarily backfill the patch with coarse aggregate up to the existing pavement surface to immediately open the road to traffic and then install the pavement patches later. The coarse aggregate shall meet the requirements of the AGGREGATE FOR TEMPORARY ACCESS pay item. All pavement patches shall be installed at least five working days or longer, with approval of the Engineer, after the initial installation of the temporary aggregate.

Measurement and Payment

This work will be measured for payment at the contract unit price per square yard for CLASS C PATCHES of they type and thickness specified which price shall include necessary saw cuts.

50105210 REMOVE EXISTING CULVERTS

Description

This work shall consist of the removal and disposal of existing pipe culverts including prefabricated end sections at the locations shown on the plans and as directed by the Engineer. The Contractor shall dispose of the culverts in accordance with Article 202.03 of the Standard Specifications. Excavations resulting from the removal of the culverts that are within two feet of paved surfaces shall be backfilled with trench backfill in accordance with the special provisions.

Measurement and Payment

This work will be measured for payment at the contract unit price per foot for REMOVE EXISTING CULVERTS, which price shall be considered payment in full for all labor, equipment, and materials required for the satisfactory removal and disposal of the existing culverts. The length of prefabricated end sections to be removed will also be included for payment. Trench backfill will be paid for at the contract unit price per cubic yard for TRENCH BACKFILL.

54223459 REMOVE AND RELAY PIPE CULVERTS 24" 54223465 REMOVE AND RELAY PIPE CULVERTS 30"

Description

This work shall consist of removing and relaying of existing pipe culverts including any flared ends sections at the locations shown in the plans. The work shall be in accordance with the applicable articles of Section 550 and 551 of the Standard Specifications. The salvaged pipe culverts shall be installed at locations shown in the plans in accordance with the applicable articles of Section 542 of the Standard Specifications.

Measurement and Payment

This work will be measured for payment at the contract unit price per foot, along the length of pipe and flared end sections, for REMOVE AND RELAY PIPE CULVERTS, of the diameters specified.

60500060 REMOVING INLETS

Description

This work shall consist of the removal and disposal of existing inlets at the locations shown on the plans or where directed by the Engineer. Excavations resulting from the removal of these structures shall be backfilled with trench backfill as indicated on the plans and as specified in the Special Provisions and in Section 208 of the Standard Specifications.

Measurement and Payment

This work will be measured for payment at the contract unit price each for REMOVING INLETS which price shall be considered payment in full for all labor, equipment, and materials required for the satisfactory removal and disposal of the existing structures and backfilling resultant excavations.

66700095 PERMANENT SURVEY MARKERS X0301232 SURVEY MARKER VAULT

Description

This work shall consist of furnishing and erecting permanent survey markers in vaults at locations shown on the plans. The marker and vault shall be in accordance with the details shown on the plans and the applicable articles of Sections 667 and 668 of the Standard Specifications. The existing markers shall be cross-tied prior to the start of construction operations. After the construction is complete the new marker and vault shall be erected by sawing and removing a portion of the pavement and placing the new marker and vault with a concrete encasement. The tablet shall be marked and a new monument record shall be recorded at the County Recorders Office. All work shall be done by an Illinois Professional Land Surveyor. In addition, the Contractor shall erect appropriate protection to ensure that existing monuments or markers that are not a part of the construction are not disturbed.

Measurement and Payment

This work will be measured and paid for at the contract unit price each for PERMANENT SURVEY MARKERS and per each for SURVEY MARKER VAULT which price shall include all costs of furnishing and installing the completed assembly as specified herein, including the tablet, vault, concrete and the services of an Illinois Professional Land Surveyor.

70103700 TRAFFIC CONTROL COMPLETE

Description

This work shall consist of providing the necessary traffic control personnel and devices and the installation, maintenance, relocation and removal of these devices during construction of the improvement.

The City of Urbana will be responsible for notifying the public, the United States Postal Service and the emergency service agencies for road closures and changes in the traffic maintenance plans.

Traffic Control Plan

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

Special attention is called to Articles 107.09, 107.14, 107.15, 107.25, and Sections 701,702 and 703 of the Standard Specifications, the following Highway Standards, listed Supplemental Specifications and Recurring Special Provisions and Special Plan Details and Notations.

Highway Standards

701006, 701311, 701501, 701606, 701701, 701801, 701901

Plan Details

Stage Construction and Maintenance of Traffic

Special Provisions

LRS 3 Work Zone Traffic Control
BDE 80209 Personal Protective Equipment

LR 702 Construction and Maintenance Signs

Maintenance of Traffic

It is the City's intention to keep Windsor Road, the side streets and entrances open to traffic at all times with a minimum of one lane, one way traffic controlled by flaggers during working hours as shown on the applicable Highway Standards. The conveyance of through and local traffic within and around the construction zone shall be provided for in accordance with the Plan Details noted above and the use of the above referenced Highway Standards as directed by the Engineer. With the approval of the Engineer, the Contractor may modify the suggested construction sequence and attendant traffic control procedures as shown. The Contractor shall submit his proposed sequence of operations and any necessary revisions to attendant traffic control to the Engineer for approval before actual construction operations begin.

Public road approaches and property entrances shall be kept open to local traffic in half-widths or temporary access shall be provided by the Contractor as approved by the Engineer except wherein the plans the approach or entrance is noted to be closed. The Contractor shall provide and maintain access to commercial and private properties abutting the roadway being improved in accordance with Article 107.09 of the Standard Specifications. Access to commercial property shall, at no time, be shut off completely except wherein the plans the entrance is noted to be closed. At no time shall a private entrance be closed for an extended period of time. An estimated quantity of Aggregate for

Temporary Access has been included in the plans for use in the conveyance of local traffic and the provision of temporary access.

Concurrent construction of driveway entrances or side roads will be required along with mainline pavement construction to the limits specified hereafter. This is necessary in order to accommodate vehicle turning movements in and out of the driveways or side roads after completion of their construction thus eliminating the need for closure of these facilities twice; i.e., once for entrance or side road construction and again for the mainline pavement construction.

It is the intent of the City of Urbana that mainline pavement construction be performed concurrently with driveway entrance or side road construction be held to the limits hereafter specified so as to minimize closure time of the driveway entrance or side road and to fully reopen these facilities to traffic as soon as possible.

Traffic Control Surveillance

Traffic control surveillance will be required, but will not be paid for separately on this project. The special provision check sheet LRS 3 "Construction Zone Traffic Control" will apply for the inspection of traffic control devices on this project.

Quality of Traffic Control Devices

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

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

Changeable Message Signs

Portable changeable signs shall be erected at the locations shown on the Stage Construction and Maintenance of Traffic Plan five (5) days prior to the start of construction to forewarn motorists of the impending construction. This work shall be performed in accordance with Article 701 of the Standard Specifications except reference to supplying equipment to run the sign from a remote location and reference to the basis of payment shall be deleted. The signs shall remain in place and operational until such time that all traffic control devices are in place and construction has begun. The sign message will be provided by the Engineer.

Furnishing, placing, and maintaining each portable message sign shall be considered included in the cost of TRAFFIC CONTROL COMPLETE.

Placement of Traffic Control Signs and Devices

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

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

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

Solar Powered Arrow Boards

Arrow boards shall be used as required by the Standards and as directed by the Engineer. All arrow boards to be used on this project shall be solar powered. Any additional cost in meeting this requirement shall be considered incidental to TRAFFIC CONTROL COMPLETE.

Signs

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

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

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

Placement and Removal of Signs and Barricades

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

Pedestrian Sidewalk Control

The Contractor shall install, maintain, and remove necessary signs and barricades needed to direct pedestrians to usable sidewalks and walkways during the construction, and as directed by the Engineer.

At each point of closure, a sufficient number of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both are not out of service at the same time.

Temporary Sidewalks

It is the City's intention to maintain pedestrian access from the west end of the project through the Myra Ridge Drive and Windsor Road intersection during construction of the improvement. The Contractor may restrict pedestrian access to the project at this location during working hours by utilizing Highway Standard 701801. During non-working hours the Contractor shall allow for pedestrian access through the project site by constructing temporary sidewalks at locations where existing sidewalks have been removed or as directed by the Engineer. The temporary sidewalk shall consist of coarse aggregate gradation CA 6 placed at a compacted depth of 5 inches at locations and to the satisfaction of the Engineer. This work, including furnishing and placing the materials, as well as compaction, removal, and subsequent disposal of the material in accordance with Article 202.03 of the Standard Specifications, will not be paid for separately, but shall be considered included in the contract lump sum price for TRAFFIC CONTROL COMPLETE.

Maintenance of pedestrian access east of the Myra Ridge Drive and Windsor Road intersection and through the east end of the project will not be necessary unless directed by the Engineer. Should the Engineer require pedestrian access be maintained at this location, that work will be paid for according to Article 109.04.

Public Safety and Convenience

The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall dispatch personnel, materials and equipment to correct any such deficiencies. The Contractor shall respond to any call from the City concerning any request for improving or correcting traffic control devices and begin making the requested repair within two hours from the time of notification.

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

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

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

Construction Staging Requirements

Lane Closures and the conveyance of local traffic within and around the construction zone shall be provided for in accordance with the above referenced Highway Standards and as directed by the Engineer. With the approval of the Engineer, the Contractor may make modifications to the proposed traffic control plans. The Contractor shall submit his/her proposed sequence of operations, and any necessary revisions to the attendant traffic control plan, to the Engineer for

approval before actual construction operations begin.

All traffic control devices and barricades throughout the project shall remain in place until the entire project is substantially complete, or as otherwise directed by the Engineer.

Measurement and Payment

All work prescribed and referenced herein shall be measured for payment at the contract lump sum price for TRAFFIC CONTROL COMPLETE. This price shall be considered payment in full for all labor, materials, transportation, handling and incidental work necessary to furnish, install, relocate, maintain and remove all traffic control devices as required by the traffic control plan, and as approved by the Engineer, for the duration of the contract. No separate payment will be made for complying with the provisions of Standard 701501, 701606, 701701 and 701801. No separate payment will be made for furnishing, placing, compacting, maintaining, removing, and disposing of coarse aggregate for temporary sidewalks.

X0320167 HANDRAIL

Description

This work shall consist of furnishing and erecting handrail at locations shown on the plans. This work shall be performed in accordance with Section 509 of the Standard Specifications and the details shown on the plans.

Materials

Materials shall meet the requirements of Article 509.02 of the Standard Specifications. All posts and rails shall be 2" standard weight pipe, ASTM A 120. All connections shall be mitered, full butt welded and ground smooth. Railings and posts shall be finished with a standard black finish.

Footing System

The footing system shall be similar to the footing system shown in the plans. Installation of the footing system shall be per the footing system manufacturer's requirements.

Shop Drawings

Shop drawings for the railing and the footing system shall be submitted for review and preliminary approval according to Article 505.03 of the Standard Specifications.

Measurement and Payment

This work will be paid for at the contract unit price per foot for HANDRAIL, which price shall include all materials, fabrications, transportation, erection, cleaning, and painting. Measurement for payment shall be made along the top rail from end to end of completed installation.

X0323963 CONFLICT MANHOLE, 5' DIAMETER, TYPE 1 FRAME AND CLOSED LID

Description

This work shall consist of constructing of a utility conflict manhole at the location shown in the plans. This work shall be in accordance with the details in the plans, Section 602 of the Standard Specifications, and Highway Standard Drawings 602401, 602601 and 604001. This work shall be as directed by the Engineer and in accordance with the applicable articles of Section 32 of the Standard Specifications For Water And Sewer Main Construction In Illinois.

Pipe Couplings

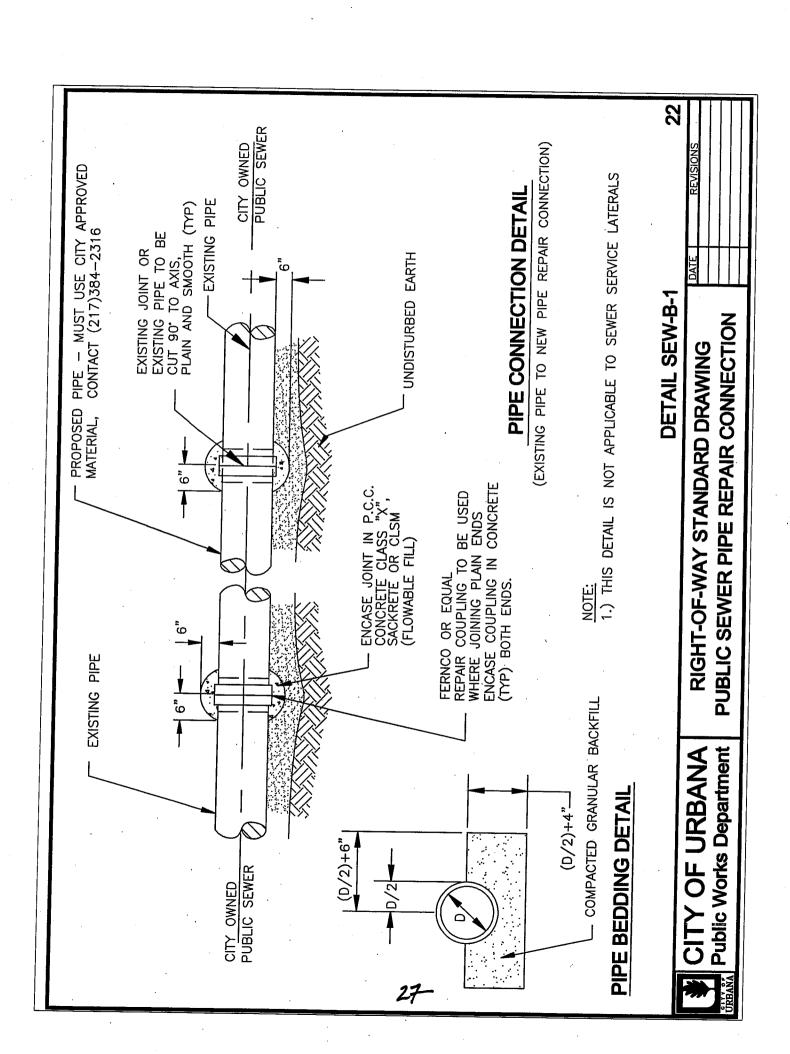
Pipe couplings (Mission coupling) shall conform to the applicable sections of ASTM C-425, C-443, C-564, C-1173, and D-1869. They shall be elastomeric polyvinyl chloride and shall be specifically size to fit the outer diameter of the pipes being joined, and shall have stainless steel take-up clamps to fit the appropriate outer diameter of the coupling.

Pipe couplings shall be installed to form new connections between the new pipe and the existing pipe when the existing pipes have been saw cut during removal operations. Take-up clamps shall be installed and tightened to the manufacturer's recommended torque value. The pipe couplings shall be encased in concrete for a minimum of 6 inches in all directions of the pipe joints.

Pipe Connections shall be in accordance with City of Urbana DETAIL SEW-B-1.

Measurement and Payment

This work will be paid for at the contract unit price each for CONFLICT MANHOLE, 5' DIAMETER, TYPE 1 FRAME AND CLOSED LID.



XX002895 SANITARY MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND LID

Description

This work shall consist of reconstructing existing sanitary manholes in accordance with Section 602 of the Standard Specifications at the locations shown in the plans. The Contractor shall reconstruct the existing sanitary manhole in accordance with Section 602 of the Standard Specifications, the notes in the plans, as well as install a new Type 1 frame and "Self-Sealing" closed lid to obtain the desired top of frame elevation. The frame and lid shall be in accordance with Highway Standard 604001 except it shall have a Neenah or equivalent "Self-Sealing" lid. Chimney Seals, per the guidelines and details as established by the Urbana Champaign Sanitary District, will also be required.

Measurement and Payment

This work will be measured for payment at the contract unit price each for SANITARY MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND LID, which price shall included the cost of all necessary materials, labor, and equipment to perform the work as specified.

XX003000 CLASS SI CONCRETE STEPS

Description

This work shall consist of the construction of cast-in-place concrete steps at the locations shown in the plans.

Construction Requirements

Construction and materials shall be in accordance with Sections 502, 503 and 508 of the Standard Specifications, the details shown in the plans, and as directed by the Engineer. The surface of all steps shall be given a final brush finish by drawing the brush across the surface at a right angle to the direction of pedestrian travel.

Measurement and Payment

This work will be paid for at the contract unit price per cubic yard for CLASS SI CONCRETE STEPS, which price shall include all equipment, labor and materials necessary to complete the work as specified. Structure excavation, backfill, and reinforcement will not be measured for payment as separate items and compensation for such shall be considered included in the contract unit price for the class of concrete involved.

XX006432 AGGREGATE SUBGRADE, SPECIAL

Description

This work shall consist of placing a granular material as fill in areas where unsuitable materials have been removed as directed by the Engineer in accordance with Sections 207 and 210 of the Standard Specifications.

Materials

The granular material shall be in accordance with Sections 1004 or 1005 of the Standard Specifications. The material gradation shall be IDOT (CA-1 or RR1) whichever is readily available.

Construction Requirements

The material shall be placed with a maximum lift thickness of 12 inches. A vibratory roller meeting the requirements of Article 1101.01 of the Standard Specifications shall be used to compact each lift of material to the satisfaction of the Engineer.

Measurement and Payment

This work will be measured and paid for at the contract unit price per ton for AGGREGATE SUBGRADE, SPECIAL, which price shall include furnishing, placing and compacting the material.

X0545000 BOX CULVERT REMOVAL

Description

This work shall consist of the removal and disposal of existing concrete box culverts including headwalls at the locations shown on the plans and as directed by the Engineer. The Contractor shall dispose of the removed material in accordance with Article 202.03 of the Standard Specifications. Excavations resulting from the removal of the culverts that are within two feet of paved surfaces shall be backfilled with trench backfill in accordance with the special provisions.

Measurement and Payment

This work will be measured for payment at the contract unit price per foot for BOX CULVERT REMOVAL, which price shall be considered payment in full for all labor, equipment, and materials required for the satisfactory removal and disposal of the existing culverts. Trench backfill will be paid for at the contract unit price per cubic yard for TRENCH BACKFILL.

X0712400 TEMPORARY PAVEMENT

Description

This work consist of constructing temporary pavement during staged construction at the locations noted in the plans. The temporary pavement shall consist of either 6" of Hot-Mix Asphalt pavement or Portland Cement Concrete pavement as determined by the Contractor.

Measurement and Payment

This work will be measured for payment at the contract unit price per square yard for TEMPORARY PAVEMENT.

XX146400 STORM SEWER REMOVAL

Description

This work shall consist of the removal and disposal of existing storm sewers including prefabricated end sections at the locations shown on the plans in accordance with Section 551 of the Standard Specifications and as directed by the Engineer. Storm sewer materials determined not to be salvageable by the Engineer shall be disposed of by the Contractor in accordance with Article 202.03 of the Standard Specifications. Excavations resulting from the removal of the storm sewers that are within two feet of paved surfaces shall be backfilled with trench backfill.

Measurement and Payment

This work will be measured for payment at the contract unit price per foot for STORM SEWER REMOVAL, which price shall be considered payment in full for all labor, equipment, and materials required for the satisfactory removal and disposal of the existing storm sewers. The length of

prefabricated end sections to be removed will also be included for payment. Trench backfill will be paid for at the contract unit price per cubic yard for TRENCH BACKFILL.

XZ127900 RETAINING WALL REMOVAL

This work consists of removing and disposing of a modular block retaining wall at the location shown in plans and to the satisfaction of the Engineer. This work will be measured in place in feet of existing wall to be removed. The measurement shall be along the top of the wall. This work will be paid for at the contract unit price per foot for RETAINING WALL REMOVAL, which price shall include all equipment and labor necessary to perform the work as specified.

Z0000990 AGGREGATE FOR TEMPORARY ACCESS

Description

This work shall consist of furnishing and placing aggregate surface course, type B material to provide temporary access to side streets and properties adjacent to the project. Open trenches or other excavations blocking access to side streets or properties shall be filled with aggregate as directed by the Engineer at the end of construction each day. The aggregate for the temporary access shall be salvaged and reused where possible and as directed by the Engineer. The Contractor will be responsible for maintaining the temporary aggregate surfaces until such time that the permanent pavements are constructed. The aggregate that is removed from side streets and entrances that is no longer required for reuse may be used in embankment areas or other fill areas as approved by the Engineer. Excess aggregate material not used on the site shall be disposed of by the Contractor off the site in accordance with Article 202.03. This work shall be in accordance with the applicable articles of Section 402 of the Standard Specifications except delete all reference to measurement and payment.

Measurement and Payment

This work will be measured for payment at the contract unit price per ton for AGGREGATE FOR TEMPORARY ACCESS which price shall include furnishing, transporting, placing, maintaining, reusing and the ultimate disposal of the aggregate. The aggregate material will only be paid for when delivered to the site. Salvaging, transporting and reusing the material within the project limits will not be paid for.

Z0019600 DUST CONTROL WATERING

Description

The Contractor shall be responsible for controlling dust generated by local traffic and his/her construction activities within the project site. A quantity of water has been included in the contract for controlling dust within the project but is primarily for controlling the dust resulting from vehicles traveling on the temporary aggregate road. The Contractor shall apply the water as necessary to control the dust throughout the duration of the contract and when necessary as determined by the Engineer.

Measurement and Payment

This work will be paid for at the contract unit price per unit (1000 gallons) for DUST CONTROL WATERING.

#5000867 PORTLAND CEMENT CONCRETE PAVEMENT 7"(COLORED)

Description

This works consists of constructing an integrally colored Portland Cement Concrete pavement in accordance with Section 420 of the Standard Specifications and at the locations shown in the plans. The color of the integrally colored concrete shall be a gray color similar to the gray color of the crosswalks in the Pine's development at the Southeast corner of Windsor Road and Philo Road in Urbana. The exact color to be used shall be approved by the Engineer from color samples submitted by the Contractor.

Final Finish

The final finish of the pavement shall be a heavy broom finish this is performed to the satisfaction of the Engineer. Stenciling of the final finish surface will not be required.

Measurement and Payment

This work will be measured for payment at the contract unit price per square yard for PORTLAND CEMENT CONCRETE PAVEMENT 7"(COLORED), of the thickness specified.

X0322923 SEGMENTAL CONCRETE BLOCK WALL

Description

This work consists of furnishing and installing segmental concrete block retaining wall units, backfill and drain pipe as shown on the plans and in accordance with the Illinois Department of Transportation specification titled "SEGMENTAL CONCRETE BLOCK WALL".

Drain Pipe

The drainage collection pipe shall be a 6" perforated pipe in accordance with Article 601.02 of the Standard Specifications. Outlet pipes or pipes connecting to a separate storm sewer system shall not be perforated.

Pipes shall be routed to the nearest storm sewer structure for outlet. A minimum one percent gradient shall be maintained. Outlets shall desirably be located on 50 feet centers or 100 feet centers if pipe is crowned between outlets. At locations where the natural drop in grade exceeds the one percent minimum, drain pipes outlets shall be on 100 feet centers.

Expansion Joint

The expansion joint between the proposed sidewalk and the proposed retaining wall shall be in accordance with the details in the plans and the applicable portions of Section 424 of the Standard Specifications except the expansion joint shall be installed with a removable vinyl cap and sealed with a sealant as manufactured by Sonneborn, Type SL-1 or approved equal.

Measurement and Payment

This work will be measured for payment as noted in the "SEGMENTAL CONCRETE BLOCK WALL" specification. Earth excavation, leveling pad, select granular backfill, earth backfill, cap block adhesive, drain pipes, drain pipe outlet connections and the sidewalk expansion joint and sealant will not be measured for payment.

This work will be paid for at the contract unit price per square foot for SEGMENTAL CONCRETE BLOCK WALL.

X0324450 SEGMENTAL CONCRETE BLOCK WALL, SPECIAL

Description

This work consists of furnishing and installing segmental concrete block retaining wall units, soil reinforcement (if necessary), backfill and drain pipe as shown on the plans and in accordance with the Illinois Department of Transportation specification titled "SEGMENTAL CONCRETE BLOCK WALL".

Drain Pipe

The drainage collection pipe shall be a 6" perforated pipe in accordance with Article 601.02 of the Standard Specifications. Outlet pipes or pipes connecting to a separate storm sewer system shall not be perforated.

Pipes shall be routed to the nearest storm sewer structure for outlet. A minimum one percent gradient shall be maintained. Outlets shall desirably be located on 50 feet centers or 100 feet centers if pipe is crowned between outlets. At locations where the natural drop in grade exceeds the one percent minimum, drain pipes outlets shall be on 100 feet centers.

Stone Dumped Riprap

Stone dumped riprap, class A-3, shall be furnished and placed in accordance with Section 281 of the Standard Specifications. The intent of the riprap is to provide some measure of bottom wall protection against erosive forces from the nearby drainage channel. The Contractor shall excavate earth from the toe of the wall, place the riprap, and backfill the excavated material to bury the riprap according to the detail shown in the plans. The disturbed slope shall be restored to near preexisting conditions.

Measurement and Payment

This work will be measured for payment as noted in the "SEGMENTAL CONCRETE BLOCK WALL" specification. Earth excavation, leveling pad, select granular backfill, soil reinforcement, earth backfill, cap block adhesive, drain pipes and drain pipe outlet connections will not be measured for payment. Stone dumped riprap shall be measured for payment in accordance with Section 281 of the Standard Specifications.

This work will be paid for at the contract unit price per square foot for SEGMENTAL CONCRETE BLOCK WALL, SPECIAL. Stone dumped riprap will be paid for at the contract unit price per ton for STONE DUMPED RIPRAP, CLASS A3.

TRAFFIC SIGNALS AND LIGHTING

DAMAGE TO EQUIPMENT

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

TRAFFIC SIGNAL EQUIPMENT

The traffic signal equipment furnished for this contract shall be Siemens (formerly Eagle) brand in accordance with the propriety letter between the State of Illinois and the City of Urbana dated May 8, 1990.

ANTI-BACKUP FEATURE

The anti-backup feature for controller programming required in Article 1073.01(c) of the Standard Specifications for Traffic Control Items shall have the following added to the definition shown in Article 1073.01(a):

"The components used to accomplish this feature shall be located outside the controller and labeled for identification."

Any costs incurred by compliance with this special provision shall be considered as included in the applicable pay items.

ELECTRIC CABLE IN CONDUIT, SERVICE, NO. 6 1C

Description

This work shall be performed in accordance with Section 873 of the Standard Specifications and the following additions or exceptions.

The Contractor shall furnish and install three number 6 AWG single conductor cables for electrical service from the utility company's transformer to the traffic signal controller. The Contractor shall provide a sufficient length of cable extending from the weatherhead to allow connection to the transformer by the utility company. The excess cable shall be spooled outside the weatherhead.

All vertical cable required for the service installation will not be measured for payment and shall be included in the cost of Service Installation, Type A(Modified).

Basis of Payment

This work will be paid for at the contract unit price per foot for ELECTRIC CABLE IN CONDUIT, SERVICE, NO. 6 1C, which price shall be considered payment in full for all labor, equipment, and material necessary to complete the work as specified.

ELECTRIC CABLE IN CONDUIT, NO. 20 3/C, T.S.

Description

This work shall consist of the installation of electric cable in accordance with Section 873 of the Standard Specifications. The cable shall service the light detectors.

The electric cable used shall be in accordance with the light detector manufacturer's specifications and requirements for warranty protection.

Basis of Payment

This work shall be paid for at the contract unit price per FOOT for ELECTRIC CABLE IN CONDUIT, NO. 20 3/C, TWISTED SHIELDED and no additional compensation will be allowed.

POLYCARBONATE SIGNAL HEADS, L.E.D.

The terminal compartment for two-way, post mounted signal heads shall be on top of the post in accordance with Standard 880006.

All signal heads shall be furnished with all L.E.D. indications conforming to current ITE (Institute of Transportation Engineers) specifications.

Compliance with this special provision will be considered as included in the contract unit price EACH for SIGNAL HEAD, POLYCARBONATE, L.E.D., of the type and mounting specified and no additional compensation will be allowed.

PEDESTRIAN SIGNAL HEADS, L.E.D. WITH COUNTDOWN TIMER

The pedestrian signal heads furnished under this contract shall have combination L.E.D. international symbols of a walking person (WALK) and an upraised hand (DON'T WALK) located on the top section and an L.E.D. countdown timer in the lower section.

CONTROLLER CABINET

The cabinet furnished under this contract shall have a detector test panel properly wired to the backpanel and located on the interior of the service door. It shall be possible to register an input call by means of momentary action switches, or comparable means, for any available phase. The call will be serviced as an actual call from a field detector. Each switch shall be properly identified per phase.

DETECTOR AMPLIFIERS

The induction loop detector loop amplifiers under this contract shall be rack type amplifiers. Individually housed amplifiers will not be permitted.

ELECTRIC CABLE

All signal, lead-in, communication, service cable, and lighting cable shall be tagged with wiring identification markers at each point of access. All handholes, gulfbox junctions, mast arm pole handholes, and controller cabinet shall be considered as points of access.

Wiring identification markers shall be in accordance with Article 1066.07 of the Standard Specifications. The cost associated with this compliance shall be considered as included in the contract unit price per FOOT for ELECTRIC CABLE of the size and type specified.

PVC CONDUIT

This work shall consist of furnishing and installing a conduit of the type and size specified, in accordance with Section 810 of the Standard Specifications except as described herein.

The substitution of Polyethylene duct conduit in place of PVC conduit, augured or in trench, of the size specified in the plans is permitted with no change in compensation of this item.

The term augured shall cover both the pushed and bored method of installing the conduit. Because of differences in the equipment and techniques, the contractor may use either method to install the conduit for the item AUGERED.

If the Contractor chooses to install conduit runs designated as trenched in the plans by auguring, payment shall be at the contract unit price per FOOT for CONDUIT IN TRENCH of the size specified along with trench and backfill for this work.

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

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

This work will be paid for at the contract unit price per FOOT for PVC CONDUIT, of the size and type specified. Trench and backfill for electrical work will be paid for separately.

SERVICE INSTALLATION, TYPE A (MODIFIED)

This work shall consist of furnishing and installing a Type A service installation in accordance with Section 805 of the Standard Specifications and the following additions or exceptions.

The circuit breaker for the service installation shall be single pole, 20 A, 120 Volt.

The proposed service installation will have separate breakers for the traffic signals (15 Amp) and the streetlights (15 Amp) located on the combination mast arms. In addition a 30 Amp master breaker and a spare breaker slot shall be provided.

The service installation shall utilize the utility company's power pole as shown on the plans. The service will be unmetered; however, the Contractor shall furnish and install a meter socket in accordance with the utility company requirements. Both the meter socket and the weatherproof enclosure that houses the circuit breaker shall be mounted to the outside of the traffic signal controller cabinet and not to the power pole.

The Contractor shall mount the conduit for the service cable to the power pole. The weatherhead shall be designed to fit 2" conduit and shall be mounted below the transformer in accordance with the utility company's requirements. The Contractor shall provide a sufficient length of cable extending from the weatherhead to allow connection to the transformer by the utility company. The excess cable shall be spooled outside of the weatherhead.

All above-ground conduit used for the service cable shall be 2" diameter galvanized steel conduit in

accordance with Section 810 of the Standard Specifications. All vertical conduit and service cable required for the service installation shall be included in the cost of the service installation.

Grounding

The ground rod the service installation shall be located in the double handhole and not at the power pole. One 3/4" diameter x 10' long copper clad ground rod shall be provided in the double handhole.

The neutral shall be bonded to the ground at the service disconnect on the outside of the traffic signal controller cabinet in accordance with the NEC and NESC. A No. 4 AWG bare, solid copper conductor shall be provided from the service disconnect to the ground rod in the double handhole and shall be exothermically welded to the ground rod. A 1" diameter PVC conduit shall be provided from the meter socket to the double handhole for the grounding conductor.

Furnishing and installing the ground rod, the grounding conductor, the exothermic weld, and the PVC conduit shall be included in the cost of the service installation.

Basis of Payment

This work will be paid for at the contract unit price each for SERVICE INSTALLATION, TYPE A (MODIFIED), which price shall be considered payment in full for labor, equipment, and material necessary to complete the work specified.

COMBINATION MAST ARM ASSEMBLY & POLE

This work is to be performed according to Section 877 of the Standard Specifications with the following modifications:

The truss lighting arms for the luminaires at the top of the mast arm are to be attached to the mast arm pole parallel with the mast arm and are to be 15' in length.

The work is to be paid for at the contract unit price EACH for COMBINATION MAST ARM ASSEMBLY & POLE which price shall include all material, labor, and equipment costs required to complete the pay item.

<u>LUMINAIRE, METAL HALIDE, SPECIAL, 400 WATT</u> <u>LUMINAIRE, METAL HALIDE, SPECIAL, 400 WATT WITH PHOTOCELL</u>

This work shall consist of furnishing and installing the luminaire specified below with a 400 watt metal halide lamp in accordance with Section 821 of the Standard Specifications.

The luminaires shall meet all requirements of Section 1067 of the Standard Specifications for metal halide horizontal mount roadway luminaires (Article 1067.02(a) and Article 1067.06(c). The light distribution shall be Type III Medium Cutoff. The luminaire closest to the controller shall be installed with a photocell control.

This work is to be paid for at the contract unit price each for LUMINAIRE METAL HALIDE SPECIAL 400 WATT and LUMINAIRE METAL HALIDE SPECIAL 400 WATT WITH PHOTOCELL, which price shall include all materials and equipment necessary to complete the pay item.

PHOTOELECTRIC CONTROL

This work will consist of furnishing and installing a circuit to turn the mast arm streetlight circuits on and off. A photoelectric eye will be installed atop the luminaire closest to the controller cabinet. Electric cable of sufficient size shall wire the eye to a 30 Amp contactor located in the controller cabinet.

JUNCTION BOX, POLYMER CONCRETE, 12"x12"x12"

This work shall consist of furnishing and installing junction boxes of the size and type specified, in accordance with Section 813 of the Standard Specifications except as herein noted.

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

This work will be paid for at the contract unit price EACH for JUNCTION BOX, POLYMER CONCRETE, of the size specified which price shall include all excavation, sub-base granular material, backfill, disposal of excess materials, compaction, and any items necessary to complete the pay item.

RELOCATE EXISTING JUNCTION BOX

This work is to be performed according to applicable portions of Section 813 of the Standard Specifications.

This work consists of relocating an existing junction and conduit to a new location as shown in the plans. The void caused by the relocation of the junction box and conduit shall be backfilled according to Article 819.04.

This work shall be paid for at the Contract unit price each for RELOCATE EXISTING JUNCTION BOX.

REMOVAL OF EXISTING LUMINAIRE AND SALVAGE

This work is to be performed according to all applicable requirements of Section 842 of the Standard Specifications.

The luminaires where indicated on the plans shall be carefully removed from the existing poles, cleaned, boxed in new containers, and delivered to the City of Urbana at a location designated by the Engineer.

This work shall be paid for at the Contract unit price EACH for REMOVAL OF EXISTING LUMINAIRE AND SALVAGE which price shall include all necessary materials, labor and equipment to remove and deliver the existing luminaires

REMOVE EXISTING LIGHTING CONTROLLER AND SALVAGE

This work is to be performed according to Section 845 of the Standard Specifications with the following exceptions:

The Lighting Controller and all associated hardware including the cabinets and wood mounting posts shall be carefully salvaged and returned to the City of Urbana at a location designated by the Engineer.

The removal and disposal of the existing service installation shall not be paid for separately but shall be included in the unit price for this item.

The void caused by the removal of the wood posts shall be backfilled according to article 819.04.

This work shall be paid for at the Contract unit price EACH for REMOVE EXISTING LIGHTING CONTROLLER AND SALVAGE which price shall include all necessary materials, labor and equipment to remove the existing lighting controller, service installation and wood posts.

RELOCATE EXISTING METAL POLE FOUNDATION

This work is to be performed according to applicable portions of Section 842 and 836 of the Standard Specifications.

After removing the existing lighting unit, cables and conduits from the foundation, the Contractor shall remove and thoroughly clean (inside and outside) the existing steel helix foundation for inspection by the Engineer. Removal of all cables or conduits from within the inside of the steel foundation shall be considered incidental and no additional compensation shall be allowed. The void caused by the removal of the foundation shall be backfilled according to Article 819.04.

After inspection by the Engineer and approval is given for its reuse, the foundation shall then be carefully transported and stored onsite at a secure location for installation at a location shown on the plans or as directed by the Engineer. The proposed installation shall conform to Article 836.03(b).

This work shall be paid for at the Contract unit price EACH for RELOCATE EXISTING METAL POLE FOUNDATION which price shall include all necessary materials, labor and equipment to relocate the metal pole foundations.

FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, 12F

This item shall comply with the applicable portions of Section 871 of the Standard Specifications. The cable shall be a 12-fiber cable multi-mode meeting the requirements of Article 1076.02. The fiber shall be made in the United States.

All terminations necessary or directed by the Engineer shall be included in this pay item.

A #12 stranded copper wire shall be installed in the same conduit for tracer wire (paid for under a separate pay item). It shall terminate at each handhole. A tag shall be placed on the cable in each handhole with the legend "Fiber Optic Tracer Cable".

The above work will be paid for at the contract unit price per foot for FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, 12F and ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE), 1C NO. 12 and no additional compensation will be allowed.

STATUS OF UTILITIES TO BE ADJUSTED

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

A - Indicates item to be adjusted

R - Indicates item to be relocated

NW - No Work Anticipated

* – Indicates possibility of a conflict with the proposed improvements requiring further field investigation by the Contractor and utility owner

Name & Address of Utility Co.	<u>Type</u>	Location	<u>Status</u>
AmerenIP (Electric)	Power Pole	73+19, 19'Lt.	NW
1112 Anthony Drive		73+67, 39' Lt.	R
Urbana, IL 61801		73+92, 54' Lt.	NW
(217) 383-7304		74+15, 25' Lt.	R
,		74+69, 39' Rt.	NW
•		74+84, 68' Rt.	NW
	•	75+70, 25' Lt.	R
	•	75+79, 53' Lt.	NW
		75+82, 38' Lt.	R
		76+20, 66' Rt.	NW
•	**	76+22, 43' Rt.	*
		77+22, 23' Lt.	R
	•	78+40, 57' Lt.	NW
		78+68, 49' Rt.	NW or R
		78+75, 23' Lt.	R
		80+28, 23' Lt.	R
		80+99, 55' Lt.	NW
		81+82, 23' Lt.	R
·		83+33, 24' Lt.	R
		83+59, 55' Lt.	NW
		84+92, 23' Lt.	R
		86+41, 23' Lt.	R
		86+19, 55' Lt.	NW
		87+93, 23' Lt.	R
•		88+79, 51' Lt.	NW
		89+40, 48' Rt.	NW
•		89+42, 26' Lt.	R
		90+63, 24' Lt.	R
		91+39, 46' Lt.	NW

Name & Address of Utility Co.	<u>Type</u>	Location	<u>Status</u>
		92+41, 22' Lt.	R
		92+88, 39' Rt.	NW
		93+79, 22' Lt	R
		93+79, 67' Lt.	NW
	·	93+99, 47' Lt.	NW
		95+53, 21' LT.	R
		96+12, 42' Rt.	NW
		96+59, 47' Lt.	NW
		97+07, 20' Lt.	R
		98+62, 19' Lt.	R
		99+19, 47' Lt.	NW
•		99+46, 44' Rt.	NW
		100+12, 18' Lt.	R
		101+74, 18' Lt.	R
		101+79, 47' Lt.	NW
		102+77, 47' Rt.	NW
		103+28, 16' Lt.	R
		104+39, 47' Lt.	NW
		104+82, 46' Rt.	NW
		104+88, 16' Lt.	R
		106+45, 16' Lt.	R
		106+99, 47' Lt.	NW .
		107+87, 19' Lt 107+87, 45' Rt.	R NW
		107+67, 45 Kt. 109+41, 19' Lt.	R
		109+59, 47' Lt.	NW
		110+93, 20' Lt.	R
		110+95, 44' Rt.	NW
		112+19, 47' Lt.	NW
•	•	112+50, 21' Lt.	R
		113+96, 21' Lt.	R
		113+98, 42' Rt.	NW
		114+79, 47' Lt.	NW
		115+54, 21' Lt.	R
		116+99, 42' Rt.	NW
		117+04, 22' Lt.	R
		117+39, 47' Lt.	NW
		118+56, 22' Lt.	R
		119+59, 24' Lt.	R
	•	119+99, 47' Lt.	NW
		120+02, 40' Rt.	NW
		122+00, 30' Lt.	R
		122+59, 47' Lt.	NW
		123+07, 41' Rt.	NW
		124+91, 29' Lt.	R

Name & Address of Utility Co.	Type	Location	<u>Status</u>
		125+19, 47' Lt. 126+08, 41' Rt. 126+62, 26' Lt.	NW NW
		127+79, 47' Lt.	R NW
		128+00, 24' Lt.	R
		128+06, 44' Rt.	NW
		129+64, 41' Rt.	NW
	•	129+88, 55' Lt.	NW
		130+39, 47' Lt.	NW
		131+71, 86' Lt.	NW
	,	132+99, 47' Lt.	NW
		133+05, 48' Rt.	NW
		135+28, 51' Rt.	NW
		137+19, 54' Lt. 137+74, 56' Rt.	NW
	•	138+36, 55' Rt.	NW NW
		140+75, 50' Rt.	NW
		1-10-70, 00 Tt.	1444
	Overhead Electric	77+19 46' Rt.	R
	Electric Meter	78+65, 45' Rt.	R
		89+42, 43' Rt.	R
		110+37, 47' Lt.	NW
	•	124+79, 70' Lt.	NW
	•	132+38, 36' Rt.	A
		132+72, 49' Rt.	NW
AmerenIP (Gas)	Gas Valve	76+99, 53' Rt.	NW
1112 Anthony Drive Urbana, IL 61801	•	77+10, 60' Lt.	Α
(217) 383-7304	Gas Line	77+01, 30' Rt.	*
		77+08, 27' Lt.	*
		77+01 to 89+21 Rt.	NW
		126+76, 40' Lt.	*
		127+56, 37' Lt.	*
,		128+05, 37' Lt.	*
		137+33, 41' Lt.	•
AT&T	Telephone Cabinet	76+24, 66' Rt.	NW
201 South Neil Street Champaign, IL 61820	·	89+46, 30' Lt.	R
(217) 398-7979	Telephone Manhole	73+39, 70' Rt.	NW
	Telephone Pedestal	75+62, 66' Rt.	NW
		76+08, 21' Lt.	R
		76+08, 22' Lt.	R

Name & Address of Utility Co.	Type	Location	<u>Status</u>
		76+78, 52' Lt. 78+56, 59' Rt. 80+02, 59' Rt. 81+37, 59' Rt. 82+82, 59' Rt.	NW NW NW NW
		84+22, 58' Rt. 85+58, 58' Rt. 86+95, 56' Rt. 89+35, 24' Lt. 89+37, 24' Lt.	NW NW NW R R
		89+39, 58' Rt. 98+82, 18' Lt. 102+28, 46' Rt. 106+25, 46' Rt. 114+37, 43' Rt.	NW R NW NW
		114+48, 42' Rt. 114+52, 42' Rt. 122+44, 30' Lt. 129+63, 44' Rt.	NW NW R NW
		130+50, 39' Rt. 130+54, 29' Lt. 132+37, 38' Rt. 132+38, 40' Rt. 133+06, 50' Rt.	NW A A NW
		134+31, 34' Lt. 135+13, 47' Rt. 135+17, 50' Rt. 141+27, 49' Lt.	A or R NW NW NW
	Telephone Line	75+62 to 79+15 Rt. 76+24, 29' Rt. 76+25, 27' Lt. 76+91, 30' Rt. 76+91, 27' Lt.	NW * * * * *
		77+19, 43' Lt. 79+15 40' Rt. 79+15 to 89+39 Rt. 76+77 to 81+33 Lt. 81+33 to 89+35 Lt.	* * NW *
		113+96 to 125+12 Rt. 122+31 to 134+31 Lt. 126+33 33' Rt. 126+75 34' Rt. 127+16, 43' Rt.	* or R R * *
		127+16 to 141+50 Rt. 134+31 to 141+50 Lt.	NW R

Name & Address of Utility Co.	Type	Location	Status
Champaign County Emergency Management Agency 1905 East Main Street Urbana, IL 61802 (217) 384-3826	Emergency Siren	134+05, 41' Lt.	R
Comcast 303 Fairlawn Drive	CATV Line	79+15, 45' Rt.	*
Urbana, IL 61801 (217) 384-2530	CATV Pedestal	72+91, 41' Rt. 76+22, 44' Rt. 78+67, 51' Rt. 80+01, 50' Rt. 81+32, 45' Rt. 82+86, 45' Rt. 84+20, 50' Rt. 85+58, 51' Rt. 86+96, 51' Rt.	A A NW NW NW NW NW NW NW NW NW
nois-American Water Company 01 Devonshire Drive nampaign, IL 61820 17) 373-3247	Water Line	89+39, 52' Rt. 74+47, 27' Lt. 77+97, 27' Lt. 77+99, 30' Rt. 91+74, 29' Lt. 114+88, 29' Lt. 130+75, 33' Rt.	NW * * * * * * * *
· .		137+35, 46' Rt. 140+86, 44' Rt.	*
	Fire Hydrant	77+79, 63' Lt. 89+98, 35' Rt. 127+68, 42' Rt.	A A NW
	Water Valve	72+94, 57' Rt. 74+47, 50' Rt. 77+29, 71' Rt. 77+31, 52' Rt.	NW A NW A
		77+73, 58' Lt. 78+00, 51' Rt. 88+33, 55' Rt. 88+37, 49' Rt. 88+40, 71' Rt. 89+90, 34' Lt. 91+74, 31' Lt.	A A NW NW NW A A
		114+88, 21' Lt. 114+88, 22' Lt.	A or R A or R

Name & Address of Utility Co.	<u>Type</u>	Location	<u>Status</u>
		114+88, 24' Lt. 127+45, 45' Lt. 127+69, 48' Rt. 129+08, 60' Rt. 132+45, 36' Rt. 132+53, 26' Rt. 132+57, 38' Rt. 132+62, 51' Rt. 132+63, 52' Rt. 132+66, 53' Rt. 132+67, 52' Rt. 140+97, 43' Rt. 141+00, 52' Lt.	A or R A NW NW A A NW NW NW NW NW NW NW
	Water Manhole	132+50, 35' Rt.	Α
McLeod USA (A PAETEC Company) 528 South 5th Street Springfield, IL 62701 (217) 241-9966 or 1-800-593-1177	Fiber Optic Line	72+27 to 79+15 Rt. 79+15 42' Rt. 80+94 43' Rt. 87+30 39' Rt. 87+30 to 126+75 Rt. 126+75, 38' Rt. 130+75, 35' Rt. 137+35, 47' Rt. 140+86, 45' Rt.	NW * * * NW * *
City of Urbana Public Works Department 706 South Glover Avenue Urbana, IL 61802 (217) 384-2380	Underground Electric Line	68+70 to 75+74 Rt. 77+28 to 78+73 Rt. 87+90 to 89+41 Rt. 122+98 to 124+79 Lt.	R R R NW
	Street Light	72+24, 42' Rt. 73+99, 43' Rt. 75+73, 50' Rt. 77+28, 57' Rt. 77+71, 57' Rt. 87+90, 61' Rt. 88+32, 61' Rt. 122+98, 59' Lt. 123+61, 71' Lt.	R R R R R R R NW

Name & Address of Utility Co.	<u>Type</u>	<u>Location</u>	<u>Status</u>
	Lighting Controller	78+65, 45' Rt. 89+42, 43' Rt.	R R
Urbana-Champaign Sanitary District 1100 East University Avenue	Sanitary Sewer	74+54, 27' Lt.	*
Urbana, IL 61803	Sanitary Manhole	74+54, 36' Lt.	Α .
(217) 367-3409		79+33, 72' Rt.	NW
		81+61, 29' Lt.	Α
		81+66, 72' Rt.	NW
		84+75, 68' Rt.	NW
		87+89, 74' Rt.	NW
Carle Clinic 1818 Windsor Road Urbana, IL 61802	Irrigation System	77+67 to 81+72 Lt.	R

Note: The utility information shown on the plans is approximate. No responsibility is accepted for the locations as shown or that all lines are shown. The Contractor shall be aware of the potential for conflicts between the existing utilities and the proposed improvements. The Contractor shall investigate any such conflicts and make adjustments, with approval of the Engineer, to the proposed improvements as required.

AMERICAN RECOVERY AND REINVESTMENT ACT PROVISIONS (BDE)

Effective: April 1, 2009

Required Contract Provision to Implement ARRA Section 902:

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds allow the U.S. Comptroller General and his representatives with the authority to:

- "(1) to examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions."

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Notification of the Authority of the Inspector General:

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

80243

AMERICAN RECOVERY AND REINVESTMENT ACT SIGNING (BDE)

Effective: April 1, 2009 Revised: April 2, 2009

<u>Description</u>. This work shall consist of furnishing, fabricating and installing sign panels, complete with sign faces, legend, and supplemental panels according to Section 720 of the Standard Specifications and as specified herein.

<u>Materials</u>. The "Putting America to Work" sign shall be fabricated using Type AP fluorescent orange sheeting for the background material with black vinyl or black opaque ink legend, symbol and borders. The "American Recovery and Reinvestment Act" sign shall be fabricated using Type AP green sheeting for the background with Type AP white sheeting for the legend and border. A green translucent overlay film may also be used over white Type AP sheeting to fabricate the "American Recovery and Reinvestment Act" sign.

Sign Layout. See following attachment. The "Putting America to Work" sign shall be 84 in. x 18 in. The "American Recovery and Reinvestment Act" sign shall be 84 in x 60 in.

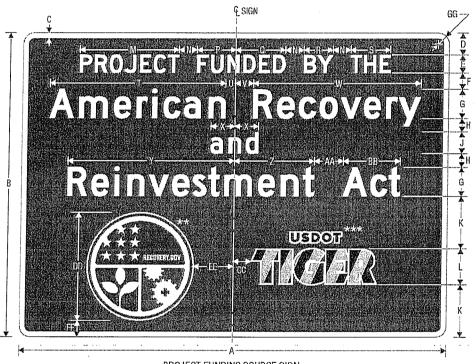
General. The signs shall be erected to applicable portions of Article 701.14 of the Standard Specifications. These signs shall be erected midway between the first and second warning signs as required by the traffic control plan and standards utilized for this project. If the second warning sign is defining a moving or intermittent operation, the sign may be maintained at a distance of 500 ft (150 m) beyond the first post mounted ROAD CONSTRUCTION AHEAD sign. The signs shall remain in place for the duration of the project. Upon completion of the project, the signs and posts shall be removed and shall remain the property of the Contractor.

<u>Basis of Payment</u>. This work will not be paid for separately but shall be included in the cost of Traffic Control items as shown on the plans.

80236



PROJECT FUNDING SOURCE SIGN ASSEMBLY



PROJECT FUNDING SOURCE SIGN

NOTE: SIGN SHALL NOT BE INSTALLED WITHOUT PROJECT FUNDING SOURCE PLAQUE

7.763 31.722

Dimensions in inches

9.484

	Α	В	C	D	E	F	G	Н	J	К	L.	М	N	l P
	120	84	1,5	6	5 D	4.5	8 D*	3.75	0 LF (45 LC)	14.5	10	27.917	5	10.831
	84	60	1	5	4 C	3.5	6 C*	3	4 D* (3 LC)	9.25	7	19.047	4	7.362
1														
	O	R	S	Ţ	U	V	W	Х	Υ	Z	AA	BB	CC	DD
ı	14.087	8.106	11.556	49.42	2.742	5.258	46.904	6.812	46.76	22.472	8	16.288	5	30

4.542

EE	FF	GG
11	4.5	3
7.5	2.25	2.25

5.162

* Increase character spacing 50%

10.175

** See Pictograph

*** See Pictograph

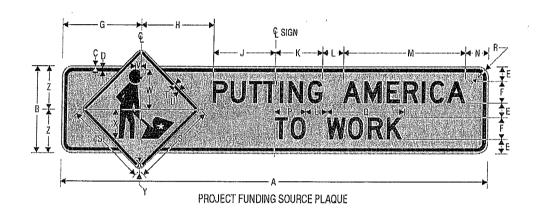
COLORS: LEGEND, BORDER - WHITE (RETROREFLECTIVE) BACKGROUND

3.585 30.552

2.415

- GREEN (RETROREFLECTIVE)

30.911 14.737



NOTE: PLAQUE SHALL NOT BE INSTALLED WITHOUT SIGN

* See Standard Highway Signs Page 6-59 for symbol design.

Dimensions in inches

Α	В	C	D	E	F	G	Н	J	К	L.	M	N	P
120	24	0.625	0.875	4	6 D	22.349	20.370	17.281	13.28	6	34.22	6.5	8.765
84	18	0.375	0.625	3.5	4 D	16.607	15.686	9.707	10.667	4	22.813	5	5.843

0	R	s	Т	U	V	W	Х	Υ	Z
21.013	3	24	0.375	0.625	1,5	11	8	1.5	12
14.009	2.25	18	0.375	0.625	1	7	6	1.5	9

COLORS: LEGEND, BORDER - BLACK
BACKGROUND - DRANGE (RETROREFLECTIVE)



RECOVERY
Vector-Based, Vinyl-Ready Pictograph

COLORS: LEGEND, OUTLINE -- WHITE (RETROREFLECTIVE)
BORDER -- BLUE (RETROREFLECTIVE)
BACKGROUND (UPPER) -- BLUE (RETROREFLECTIVE)
BACKGROUND (LOWER RIGHT) -- RED (RETROREFLECTIVE)
BACKGROUND (LOWER LEFT) -- GREEN (RETROREFLECTIVE)



USDOT TIGER Vector-Based, Vinyl-Ready Pictograph

COLORS: OUTLINE

OUTLINE -- WHITE (RETROREFLECTIVE)
USDOT LEGEND -- BLACK,
TIGER DIAGONALS -- BLACK,

ORANGE (RETROREFLECTIVE)

CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009

<u>Diesel Vehicle Emissions Control</u>. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

In addition, all construction motor vehicles (both on-road and off-road, gasoline or diesel fuel powered) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety, including opacity. Frequently Asked Questions (FAQ's) regarding Illinois Environmental Protection Agency (IEPA) emissions testing for gasoline powered vehicles can be accessed at (http://www.epa.state.il.us/air/vim/faqs.html). Regulations regarding diesel powered vehicles over 16,000 lb (7260 kg), and the Diesel Emission Inspection Program (Title 92: Transportation Part 460, Diesel Emission Inspection Program, Subpart A: General) can be accessed at (http://www.ilga.gov/commission/jcar/admincode/092/09200460sections.html). Diesel powered vehicles less than 16,000 lb (7260 kg) are exempt from testing by the Department. All diesel powered equipment used on the project site shall be subject to reasonable, random spot checks for compliance with the required emissions controls and proper diesel fuel usage. The Secretary of State, Illinois State Police and other law enforcement officers will enforce Part 460. For additional information concerning Illinois diesel emission inspection requirements, please call the Illinois Department of Transportation, Diesel Emission Inspections Unit, at 217-557-6081.

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used with each piece of diesel powered equipment. The addition or deletion of any diesel powered equipment shall be included in the summary and noted on the monthly report.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The

Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

If a Contractor or subcontractor accumulates three environmental deficiency deductions in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of contract time, waiver of penalties, or be grounds for any claim.

80237

CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

MONTHLY EMPLOYMENT REPORT (BDE)

Effective: April 1, 2009

In addition to any other reporting required by the contract, the Contractor shall provide to the Engineer an employment summary for all employees working on the contract from the contract execution date to the last full pay period each month for the duration of the contract. The report may include but is not limited to:

- a) A listing of the total number of employees.
- b) The employee job classification.
- c) The total hours worked and payroll for each employee.

The report shall be completed by the Contractor and each subcontractor. Employee hours worked from home office or other off-site office hours worked related directly to this contract shall be included. Engineering consulting firms performing construction layout and material testing for the Contractor shall also be included.

Hours worked for material suppliers, services provided by purchase orders, Department employees or consulting firms performing inspection or testing for the Department shall not be included in the report.

The report shall contain all hours worked under the contract from the start of the month to the last full pay period each month and shall be submitted no later than 10 business days after the end of each month.

The report shall be submitted electronically in a format determined by the Engineer. See attachment for potential reporting format.

Any costs associated with complying with this provision 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.

Attachment

MONTH	ILY PRIME AND SUBCONTRAC AMERICAN RECOVERY AND	REINVESTMENT A	CT		
First day of reporting period (mm/dd/yyyy):	2. Last day of reporting period (mm/dd/yyyy)	: 3. Notice to Proceed Date	(mm/dd/yyyy)		
4. NAME AND ADDRESS OF FIRM	5. FEDERAL-AID PROJECT NUMBER				
		6. State Project Number or ID			
7. CONTRACTING AGENCY		8. STATE (or Federal Lands Region)			
	Employme	nt Data			
Direct, On-Project Jobs		TOTAL EMPLOYEES	TOTAL HOURS	TOTAL PAYROLL	
CONSTRUCTION	NEW HIRES EXISTING EMPLOYEES				
NON-CONSTRUCTION	NEW HIRES EXISTING EMPLOYEES				
TOTAL 10. PREPARED BY: (Signature and Title	»)			DATE	
11. REVIEWED BY: (Signature and Title				DATE	

This form is issued in association with the American Recovery and Reinvestment Act of 2009

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:

Champaign County	
City of Urbana	
•	
The entities listed above ar	d their officers, employees, and agents shall be indemnified and

held harmless in accordance with Article 107.26.

State of Illinois DEPARTMENT OF TRANSPORTATION Bureau of Local Roads & Streets

SPECIAL PROVISION FOR FILLING HMA CORE HOLES WITH NON-SHRINK GROUT

Effective: January 1, 2008

All references to Sections and Articles in this Special Provision shall be construed to mean specific Sections and Articles in the Standard Specifications for Road and Bridge Construction adopted by the Department of Transportation.

Add the following after the first paragraph of Article 406.07(c) of the Standard Specifications:

"Upon completion of coring for density testing, all free water shall be removed from the core holes prior to filling. All core holes shall be filled with a non-shrink grout from the Department's approved list, which shall be mixed in a separate container prior to placement in the hole. Only enough water to permit placement and consolidation by rodding shall be used, and the material shall be struck-off flush with the adjacent payement."

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

SPECIAL PROVISION FOR CONSTRUCTION AND MAINTENANCE SIGNS

Effective: January 1, 2004 Revised: June 1, 2007

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

701.14. Signs. Add the following paragraph to Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.

ALKALI-SILICA REACTION FOR PRECAST AND PRECAST PRESTRESSED CONCRETE (BDE)

Effective: January 1, 2009

<u>Description</u>. This special provision is intended to reduce the risk of a deleterious alkali-silica reaction in precast and precast prestressed concrete exposed to humid or wet conditions. The special provision is not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate or sodium formate. The special provision shall not apply to the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy. The special provision shall also not apply to cast-in-place concrete.

Aggregate Expansion Values. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content ($Na_2O + 0.658K_2O$) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

Aggregate Groups. Each combination of aggregates used in a mixture will be assigned to an aggregate group. The point at which the coarse aggregate and fine aggregate expansion values intersect in the following table will determine the group.

, ,	AGGREGATE	GROUPS	•	
Coarse Aggregate or Coarse Aggregate Blend	Fine Aggregate or Fine Aggregate Blend			
ASTM C 1260 Expansion	ASTM C 1260 Expansion			
	≤ 0.16%	> 0.16% - 0.27%	> 0.27%	
≤ 0.16%	Group I	Group II	Group III	
> 0.16% - 0.27%	Group II	Group II	Group III	
> 0.27%	Group III	Group III	Group IV	

<u>Mixture Options</u>. Based upon the aggregate group, the following mixture options shall be used; however, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silica reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

Group I - Mixture options are not applicable. Use any cement or finely divided mineral.

Group II - Mixture options 1, 2, 3, 4, or 5 shall be used.

Group III - Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.

Group IV - Mixture options 1, 2 and 4 combined, or 5 shall be used.

a) Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used.

When a coarse or fine aggregate is blended, the weighted expansion value shall be calculated separately for the coarse and fine aggregate as follows:

Weighted Expansion Value = $(a/100 \times A) + (b/100 \times B) + (c/100 \times C) + ...$

Where: a, b, c... = percentage of aggregate in the blend; A, B, C... = expansion value for that aggregate.

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".
 - 1) Class F Fly Ash. For Class PC concrete, precast products, and PS concrete, Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
 - 2) Class C Fly Ash. For Class PC Concrete, precast products, and Class PS concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.
 - 3) Ground Granulated Blast-Furnace Slag. For Class PC concrete, precast products, and Class PS concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.
 - 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content ($Na_2O + 0.658K_2O$) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in

the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content $(Na_2O + 0.658K_2O)$, a new ASTM C 1567 test will not be required.

Testing. If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content (Na $_2$ O + 0.658K $_2$ O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 or 1567 test result. The Engineer will not accept the result if the precision and bias for the test methods are not met.

The laboratory performing the ASTM C 1567 test shall either be accredited by the AASHTO Materials Reference Laboratory (AMRL) for ASTM C 227 under Portland Cement or Aggregate; or shall be inspected for Hydraulic Cement - Physical Tests by the Cement and Concrete Reference Laboratory (CCRL) and shall be approved by the Department. The laboratory performing the ASTM C 1293 test shall be inspected for Portland Cement Concrete by CCRL and shall be approved by the Department.

APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS INSIDE ILLINOIS STATE BORDERS (BDE)

Effective: November 1, 2008

Revise the title of Article 107.22 of the Standard Specifications to read:

"107.22 Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders."

Add the following sentence to the end of the first paragraph of Article 107.22 of the Standard Specifications:

"Proposed borrow areas, use areas, and/or waste areas outside of Illinois shall comply with Article 107.01."

BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)

Effective: November 2, 2006

Revised: April 1, 2009

Description. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and pavement preservation type surface treatments. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, or joint filling/sealing.

The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

 $CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$

Where: CA = Cost Adjustment, \$.

BPI_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPl = Bituminous Price Index, as published by the Department for the month prior to the letting, \$/ton (\$/metric ton).

%AC_V = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC_V will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% ACv and undiluted emulsified asphalt will be considered to be 65% AC_V.

Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: Q, tons = $A \times D \times (G_{mb} \times 46.8) / 2000$. For HMA mixtures measured in square meters: Q, metric tons = A x D x $(G_{mb} \times 24.99) / 1000$. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different G_{mb} and % AC_V.

For bituminous materials measured in gallons: Q, tons = $V \times 8.33 \text{ lb/gal } \times \text{SG} / 2000$ For bituminous materials measured in liters:

Q, metric tons = $V \times 1.0 \text{ kg/L} \times \text{SG} / 1000$

Where: A = Area of the HMA mixture, sq vd (sq m). D = Depth of the HMA mixture, in. (mm).

 G_{mb} = Average bulk specific gravity of the mixture, from the approved mix design.

= Volume of the bituminous material, gal (L).

= Specific Gravity of bituminous material as shown on the bill of lading. SG

<u>Basis of Payment</u>. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI_L and BPI_P in excess of five percent, as calculated by:

Percent Difference = $\{(BPI_L - BPI_P) \div BPI_L\} \times 100$

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the work placed during the month are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENTS

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract No.:						
Company Nar	ne:					
Contractor's	<u>Optior</u>	<u>ı</u> :				
ls your compar	ny opti	ing to include th	is spec	cial provisior	n as part of the contract?	
	Yes		No			
Signature:	- 11				Date:	
80173					•	

CEMENT (BDE)

Effective: January 1, 2007 Revised: April 1, 2009

Revise Section 1001 of the Standard Specifications to read:

"SECTION 1001. CEMENT

1001.01 Cement Types. Cement shall be according to the following.

(a) Portland Cement. Acceptance of portland cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland cement shall be according to ASTM C 150, and shall meet the standard physical and chemical requirements. Type I or Type II may be used for cast-in-place, precast, and precast prestressed concrete. Type III may be used according to Article 1020.04, or when approved by the Engineer. All other cements referenced in ASTM C 150 may be used when approved by the Engineer.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. The total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. However, a cement kiln dust inorganic processing addition shall be limited to a maximum of 1.0 percent. Organic processing additions shall be limited to grinding aids that improve the flowability of cement, reduce pack set, and improve grinding efficiency. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust.

(b) Portland-Pozzolan Cement. Acceptance of portland-pozzolan cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland-pozzolan cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IP may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The pozzolan constituent for Type IP shall be a maximum of 21 percent of the weight (mass) of the portland-pozzolan cement.

For cast-in-place construction, portland-pozzolan cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-

reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

(c) Portland Blast-Furnace Slag Cement. Acceptance of portland blast-furnace slag cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IS portland blast-furnace slag cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The blast-furnace slag constituent for Type IS shall be a maximum of 25 percent of the weight (mass) of the portland blast-furnace slag cement.

For cast-in-place construction, portland blast-furnace slag cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
 - (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
 - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, 3200 psi (22,100 kPa) at 6.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
 - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.

- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to AASHTO T 161, Procedure B.
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used only where specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al₂O₃), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO₃), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.
- **1001.02 Uniformity of Color.** Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.
- **1001.03 Mixing Brands and Types.** Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.
- **1001.04 Storage.** Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003 Revised: April 1, 2009

Replace the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. The use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted when approved by the Engineer. Admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(12). Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted when determining an admixture dosage from this list. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources(s) and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overylay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

When determining water in admixtures for water/cement ratio, the Contractor shall calculate 70 percent of the admixture dosage as water, except a value of 50 percent shall be used for a latex admixture used in bridge deck latex concrete overlays."

Revise Section 1021 of the Standard Specifications to read:

"SECTION 1021. CONCRETE ADMIXTURES

1021.01 General. Admixtures shall be furnished in liquid form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable as to manufacturer and trade name of the material they contain.

Corrosion inhibitors will be maintained on the Department's Approved List of Corrosion Inhibitors. All other concrete admixture products will be maintained on the Department's

Approved List of Concrete Admixtures. For the admixture submittal, a report prepared by an independent laboratory accredited by the AASHTO Materials Reference Laboratory (AMRL) for Portland Cement Concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, for corrosion inhibitors the ASTM G 109 test information specified in ASTM C 1582 is not required to be from and independent lab. All other information in ASTM C 1582 shall be from and independent lab.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 5.65 cwt/cu yd (335 kg/cu m). Compressive strength test results for six months and one year will not be required.

Prior to the approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to AASHTO T 161, Procedure B. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

The manufacturer shall include in the submittal the following admixture information: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and the manufacturing range for pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM C 494. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to ASTM C 260.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, and 1021.07, the pH allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to ASTM C 494.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory accredited by AASHTO.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass).

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.

1021.02Air-Entraining Admixtures. Air-entraining admixtures shall be according to AASHTO M 154.

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall be according to the following.

- (a) The retarding admixture shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall be according to AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).
- **1021.04Accelerating Admixtures.** The admixture shall be according to AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating).
- **1021.05 Self-Consolidating Admixtures.** The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete mixture that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall be according to AASHTO M 194, Type F.

The viscosity modifying admixture shall be according to ASTM C 494, Type S (specific performance).

- **1021.06 Rheology-Controlling Admixture.** The rheology-controlling admixture shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. The rheology-controlling admixture shall be according to ASTM C 494, Type S (specific performance).
- **1021.07 Corrosion Inhibitor.** The corrosion inhibitor shall be according to one of the following.

- (a) Calcium Nitrite. The corrosion inhibitor shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution, and shall comply with the requirements of AASHTO M 194, Type C (accelerating).
- (b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582."

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: November 1, 2008

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

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

<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.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is

- (a) The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders may consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.il.gov.

<u>BIDDING PROCEDURES</u>. Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid not responsive.

(a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the

penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The name and address of each DBE to be used;
 - A description, including pay item numbers, of the commercially useful work to be done by each DBE;
 - (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
 - (5) If the bidder is a joint venture comprised of DBE 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).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five working day period in order to cure the deficiency.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE 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 contact. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and

using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five working days after the notification date of the

determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to

find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (e) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

DOWEL BARS (BDE)

Effective: April 1, 2007 Revised: January 1, 2008

Revise the fifth and sixth sentences of Article 1006.11(b) of the Standard Specifications to read:

"The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm) and patching of the ends will not be required. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list."

ENGINEER'S FIELD OFFICE TYPE A (BDE)

Effective: April 1, 2007 Revised: August 1, 2008

Revise Article 670.02 of the Standard Specifications to read:

"670.02 Engineer's Field Office Type A. Type A field offices shall have a minimum ceiling height of 7 ft (2 m) and a minimum floor space 450 sq ft (42 sq m). The office shall be provided with sufficient heat, natural and artificial light, and air conditioning.

The office shall have an electronic security system that will respond to any breach of exterior doors and windows. Doors and windows shall be equipped with locks. Doors shall also be equipped with dead bolt locks or other secondary locking device.

Windows shall be equipped with exterior screens to allow adequate ventilation. All windows shall be equipped with interior shades, curtains, or blinds. Adequate all-weather parking space shall be available to accommodate a minimum of ten vehicles.

Suitable on-site sanitary facilities meeting Federal, State, and local health department requirements shall be provided, maintained clean and in good working condition, and shall be stocked with lavatory and sanitary supplies at all times.

Sanitary facilities shall include hot and cold potable running water, lavatory and toilet as an integral part of the office where available. Solid waste disposal consisting of two waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service.

In addition, the following furniture and equipment shall be furnished.

- (a) Four desks with minimum working surface 42 x 30 in. (1.1 m x 750 mm) each and five non-folding chairs with upholstered seats and backs.
- (b) One desk with minimum working surface 48×72 in. $(1.2 \times 1.8 \text{ m})$ with height adjustment of 23 to 30 in. (585 to 750 mm).
- (c) One four-post drafting table with minimum top size of 37 1/2 x 48 in. (950 mm x 1.2 m). The top shall be basswood or equivalent and capable of being tilted through an angle of 50 degrees. An adjustable height drafting stool with upholstered seat and back shall also be provided.
- (d) Two free standing four drawer legal size file cabinet with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.
- (e) One 6 ft (1.8 m) folding table with six folding chairs.

- (f) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed in such a manner as to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office in a manner to prevent theft of the entire cabinet.
- (g) One refrigerator with a minimum size of 16 cu ft (0.45 cu m) with a freezer unit.
- (h) One electric desk type tape printing calculator.
- (i) A minimum of two communication paths. The configuration shall include:
 - (1) Internet Connection. An internet service connection using telephone DSL, cable broadband, or CDMA wireless technology. Additionally, an 802.11g/N wireless router shall be provided, which will allow connection by the Engineer and up to four Department staff.
 - (2) Telephone Lines. Three separate telephone lines.
- (j) One plain paper copy machine capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray capable of storing 30 sheets of paper. Letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided.
- (k) One plain paper fax machine with paper.
- (I) Two telephones, with touch tone, where available, and a digital telephone answering machine, for exclusive use by the Engineer.
- (m) One electric water cooler dispenser.
- (n) One first-aid cabinet fully equipped.
- (o) One microwave oven, 1 cu ft (0.03 cu m) minimum capacity.
- (p) One fire-proof safe, 0.5 cu ft (0.01 cu m) minimum capacity.
- (q) One electric paper shredder.
- (r) One post mounted rain gauge, located on the project site for each 5 miles (8 km) of project length."

Revise the first sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"The building or buildings fully equipped as specified will be paid for on a monthly basis until the building or buildings are released by the Engineer."

Revise the last sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which become the property of the Contractor after release by the Engineer, except that the Department will pay that portion of the monthly long distance telephone bills that, when combined, exceed \$150."

EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007 Revised: January 2, 2008

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

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

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

- "(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.
 - a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate: 0.5 x (FHWA hourly rate - EOC).

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

All prices shall be agreed to in writing before the equipment is used."

HMA - HAULING ON PARTIALLY COMPLETED FULL-DEPTH PAVEMENT (BDE)

Effective: January 1, 2008

Revise Article 407.08 of the Standard Specifications to read:

"407.08 Hauling on the Partially Completed Full-Depth Pavement. Legally loaded trucks will be permitted on the partially completed full-depth HMA pavement only to deliver HMA mixture to the paver, provided the last lift has cooled a minimum of 12 hours. Hauling shall be limited to the distances shown in the following tables. The pavement surface temperature shall be measured using an infrared gun. The use of water to cool the pavement to permit hauling will not be allowed. The Contractor's traffic pattern shall minimize hauling on the partially completed pavement and shall vary across the width of the pavement such that "tracking" of vehicles, one directly behind the other, does not occur.

MAXIMUM HAULING DISTANCE FOR				
PAVEME	NT SURFACE TE	MPERATURE E	BELOW 105 °F (40) ℃)
Total In-Place		Thickness of Li	ft Being Placed	
Thickness Being	3 in. (75 m	m) or less	More than 3	in. (75 mm)
Hauled On,	Modified Soil	Granular	Modified Soil	Granular
in. (mm)	Subgrade	Subbase	Subgrade	Subbase
3.0 to 4.0	0.75 miles	1.0 mile	0.50 miles	0.75 miles
(75 to 100)	(1200 m)	(1600 m)	(800 m)	(1200 m)
4.1 to 5.0	1.0 mile	1.5 miles	0.75 miles	1.0 mile
(101 to 125)	(1600 m)	(2400 m)	(1200 m)	(1600 m)
5.1 to 6.0	2.0 miles	2.5 miles	1.5 miles	2.0 miles
(126 to 150)	(3200 m)	(4000 m)	(2400 m)	(3200 m)
6.1 to 8.0	2.5 miles	3.0 miles	2.0 miles	2.5 miles
(151 to 200)	(4000 m)	(4800 m)	(3200 m)	(4000 m)
Over 8.0 (200)	No Restrictions			

MAXIMUM HAULING DISTANCE FOR				
PAVEMENT S	PAVEMENT SURFACE TEMPERATURE OF 105 °F (40 °C) AND ABOVE			
Total In-Place		Thickness of Li	ft Being Placed	
Thickness Being	3 in. (75 m	m) or less	More than 3	in. (75 mm)
Hauled On,	Modified Soil	Granular	Modified Soil	Granular
in. (mm)	Subgrade	Subbase	Subgrade	Subbase
3.0 to 4.0	0.50 miles	0.75 miles	0.25 miles	0.50 miles
(75 to 100)	(800 m)	(1200 m)	(400 m)	(800 m)
4.1 to 5.0	0.75 miles	1.0 mile	0.50 miles	0.75 miles
(101 to 125)	(1200 m)	(1600 m)	(800 m)	(1200 m)
5.1 to 6.0	1.0 mile	1.5 miles	0.75 miles	1.0 mile
(126 to 150)	(1600 m)	(2400 m)	(1200 m)	(1600 m)
6.1 to 8.0	2.0 miles	2.5 miles	1.5 miles	2.0 miles
(151 to 200)	(3200 m)	(4000 m)	(2400 m)	(3200 m)
Over 8.0 (200)		No Res	trictions	

Permissive hauling on the partially completed pavement shall not relieve the Contractor of his/her responsibility for damage to the pavement. Any portion of the full-depth HMA pavement that is damaged by hauling shall be removed and replaced, or otherwise repaired to the satisfaction of the Engineer.

Crossovers used to transfer haul trucks from one roadway to the other shall be at least 1000 ft (300 m) apart and shall be constructed of material that will prevent tracking of dust or mud on the completed HMA lifts. The Contractor shall construct, maintain, and remove all crossovers."

HOT-MIX ASPHALT - FIELD VOIDS IN THE MINERAL AGGREGATE (BDE)

Effective: April 1, 2007 Revised: April 1, 2008

Add the following to the table in Article 1030.05(d)(2)a. of the Standard Specifications:

"Parameter	Frequency of Tests	Frequency of Tests	Test Method See Manual of Test
	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	Procedures for Materials
VMA	Day's production ≥ 1200 tons:	N/A	Illinois-Modified AASHTO R 35
Note 5.	1 per half day of production		
	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)		

Note 5. 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."

Add the following to the Control Limits table in Article 1030.05(d)(4) of the Standard Specifications:

"CONTROL LIMITS			
Parameter	High ESAL Low ESAL	High ESAL Low ESAL	All Other
	Individual Test	Moving Avg. of 4	Individual Test
VMA	-0.7 % 2/	-0.5 % ^{2/}	N/A

^{2/} Allowable limit below minimum design VMA requirement"

Add the following to the table in Article 1030.05(d)(5) of the Standard Specifications:

"CONTROL CHART REQUIREMENTS	High ESAL Low ESAL	All Other
	VMA"	

Revise the heading of Article 1030.05(d)(6)a.1. of the Standard Specifications to read:

"1. Voids, VMA, and Asphalt Binder Content."

Revise the first sentence of the first paragraph of Article 1030.05(d)(6)a.1.(a.) of the Standard Specifications to read:

"If the retest for voids, VMA, or asphalt binder content exceeds control limits, HMA production shall cease and immediate corrective action shall be instituted by the Contractor."

Revise the table in Article 1030.05(e) of the Standard Specifications to read:

"Test Parameter	Acceptable Limits of Precision
% Passing: 1/	
1/2 in. (12.5 mm)	5.0 %
No. 4 (4.75 mm)	5.0 %
No. 8 (2.36 mm)	3.0 %
No. 30 (600 μm)	2.0 %
Total Dust Content No. 200 (75 μm) 1/	2.2 %
Asphalt Binder Content	0.3 %
Maximum Specific Gravity of Mixture	0.026
Bulk Specific Gravity	0.030
VMA	1.4 %
Density (% Compaction)	1.0 % (Correlated)

^{1/} Based on washed ignition."

HOT-MIX ASPHALT – PLANT TEST FREQUENCY (BDE)

Effective: April 1, 2008

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

"Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Aggregate Gradation Hot bins for batch and continuous plants. Individual cold-feed or combined belt-feed for drier drum plants. % 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 1.	1 dry gradation per day of production (either morning or afternoon sample). and 1 washed ignition oven test on the mix per day of production (conduct in the afternoon if dry gradation is conducted in the morning or vice versa). Note 3. Note 4.	1 gradation per day of production. The first day of production shall be a washed ignition oven test on the mix. Thereafter, the testing shall alternate between dry gradation and washed ignition oven test on the mix. Note 4.	Illinois Procedure
Asphalt Binder Content by Ignition Oven	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308
Note 2. Air Voids Bulk Specific Gravity of Gyratory Sample	Day's production ≥ 1200 tons: 1 per half day of production Day's production	1 per day	Illinois-Modified AASHTO T 312
	< 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

"Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Maximum Specific Gravity of Mixture	Day's production ≥ 1200 tons: 1 per half day of production 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)	1 per day	Illinois-Modified AASHTO T 209"

HOT-MIX ASPHALT - TRANSPORTATION (BDE)

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

"1030.08 Transportation. Vehicles used in transporting HMA shall have clean and tight beds. The beds shall be sprayed with asphalt release agents from the Department's approved list. In lieu of a release agent, the Contractor may use a light spray of water with a light scatter of manufactured sand (FA 20 or FA 21) evenly distributed over the bed of the vehicle. After spraying, the bed of the vehicle shall be in a completely raised position and it shall remain in this position until all excess asphalt release agent or water has been drained.

When the air temperature is below 60 °F (15 °C), the bed, including the end, endgate, sides and bottom shall be insulated with fiberboard, plywood or other approved insulating material and shall have a thickness of not less than 3/4 in (20 mm). When the insulation is placed inside the bed, the insulation shall be covered with sheet steel approved by the Engineer. Each vehicle shall be equipped with a cover of canvas or other suitable material meeting the approval of the Engineer which shall be used if any one of the following conditions is present.

- (a) Ambient air temperature is below 60 °F (15 °C).
- (b) The weather is inclement.
- (c) The temperature of the HMA immediately behind the paver screed is below 250 °F (120 °C).

The cover shall extend down over the sides and ends of the bed for a distance of approximately 12 in. (300 mm) and shall be fastened securely. The covering shall be rolled back before the load is dumped into the finishing machine."

LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

Revise the table in Article 108.09 of the Standard Specifications to read:

"Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Con	tract Amount	Daily C	Charges
From More	To and Including	Calendar	Work
Than		Day	Day
\$ 0	\$ 100,000	\$ 375	\$ 500
100,000	500,000	625	875
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,125	1,550
3,000,000	5,000,000	1,425	1,950
5,000,000	10,000,000	1,700	2,350
10,000,000	And over	3,325	4,650"

MAST ARM ASSEMBLY AND POLE (BDE)

Effective: January 1, 2008 Revised: January 1, 2009

Revise Article 1077.03 of the Standard Specifications to read:

"1077.03 Mast Arm Assembly and Pole. Mast arm assembly and pole shall be as follows.

- (a) Steel Mast Arm Assembly and Pole and Steel Combination Mast Arm Assembly and Pole. The steel mast arm assembly and pole and steel combination mast arm assembly and pole shall consist of a traffic signal mast arm, a luminaire mast arm or davit (for combination pole only), a pole, and a base, together with anchor rods and other appurtenances. The configuration of the mast arm assembly, pole, and base shall be according to the details shown on the plans.
 - (1) Loading. The mast arm assembly and pole, and combination mast arm assembly and pole shall be designed for the loading shown on the Highway Standards or elsewhere on the plans, whichever is greater. The design shall be according to AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 1994 Edition for 80 mph (130 km/hr) wind velocity. However, the arm-to-pole connection for tapered signal and luminaire arms shall be according to the "ring plate" detail as shown in Figure 11-1(f) of the 2002 Interim, to the AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 2001 4th Edition.
 - (2) Structural Steel Grade. The mast arm and pole shall be fabricated according to ASTM A 595, Grade A or B, ASTM A 572 Grade 55, or ASTM A 1011 Grade 55 HSLAS Class 2. The base and flange plates shall be of structural steel according to AASHTO M 270 Grade 50 (M 270M Grade 345). Luminaire arms and trussed arms 15 ft (4.5 m) or less shall be fabricated from one steel pipe or tube size according to ASTM A 53 Grade B or ASTM A 500 Grade B or C. All mast arm assemblies, poles, and bases shall be galvanized according to AASHTO M 111.
 - (3) Fabrication. The design and fabrication of the mast arm assembly, pole, and base shall be according to the requirements of the Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals published by AASHTO. The mast arm and pole may be of single length or sectional design. If section design is used, the overlap shall be at least 150 percent of the maximum diameter of the overlapping section and shall be assembled in the factory.

The manufacturer will be allowed to slot the base plate in which other bolt circles may fit, providing that these slots do not offset the integrity of the pole. Circumferential welds of tapered arms and poles to base plates shall be full penetration welds.

- (4) Shop Drawing Approval. The Contractor shall submit detailed drawings showing design materials, thickness of sections, weld sizes, and anchor rods to the Engineer for approval prior to fabrication. These drawings shall be at least 11 x 17 in. (275 x 425 mm) in size and of adequate quality for microfilming.
- (b) Anchor Rods. The anchor rods shall be ASTM F 1554 Grade 105, coated by the hot-dip galvanizing process according to AASHTO M 232, and shall be threaded a minimum of 7 1/2 in. (185 mm) at one end and have a bend at the other end. The first 10 in. (250 mm) at the threaded end shall be galvanized. Two nuts, one lock washer, and one flat washer shall be furnished with each anchor rod. All nuts and washers shall be galvanized."

METAL HARDWARE CAST INTO CONCRETE (BDE)

Effective: April 1, 2008 Revised: April 1, 2009

Add the following to Article 503.02 of the Standard Specifications:

Add the following to Article 504.02 of the Standard Specifications:

Revise Article 1006.13 of the Standard Specifications to read:

"1006.13 Metal Hardware Cast into Concrete. Unless otherwise noted, all steel hardware cast into concrete, such as inserts, brackets, cable clamps, metal casings for formed holes, and other miscellaneous items, shall be galvanized according to AASHTO M 232 or AASHTO M 111. Aluminum inserts will not be allowed. Zinc alloy inserts shall be according to ASTM B 86, Alloys 3, 5, or 7.

The inserts shall be UNC threaded type anchorages having the following minimum certified proof load.

Insert Diameter	Proof Load
5/8 in. (16 mm)	6600 lb (29.4 kN)
3/4 in. (19 mm)	6600 lb (29.4 kN)
1 in. (25 mm)	9240 lb (41.1 kN)"

MULTILANE PAVEMENT PATCHING (BDE)

Effective: November 1, 2002

Pavement broken and holes opened for patching shall be completed prior to weekend or holiday periods. Should delays of any type or for any reason prevent the completion of the work, temporary patches shall be constructed. Material able to support the average daily traffic and meeting the approval of the Engineer shall be used for the temporary patches. The cost of furnishing, placing, maintaining, removing and disposing of the temporary work, including traffic control, shall be the responsibility of the Contractor.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007 Revised: November 1, 2008

Revise Article 105.03(a) of the Standard Specifications to read:

"(a) National Pollutant Discharge Elimination System (NPDES) / Erosion and Sediment Control Deficiency Deduction. When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, or the Contractor's activities represents a violation of the Department's NPDES permits, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the work effort required. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the Department's NPDES permits. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day."

NOTCHED WEDGE LONGITUDINAL JOINT (BDE)

Effective: July 1, 2004 Revised: January 1, 2007

<u>Description</u>. This work shall consist of constructing a notched wedge longitudinal joint between successive passes of hot-mix asphalt (HMA) binder course that is placed in 2 1/4 in. (57 mm) or greater lifts on pavement that is open to traffic.

The notched wedge longitudinal joint shall consist of a 1 to 1 1/2 in. (25 to 38 mm) vertical notch at the centerline or lane line, a 9 to 12 in. (230 to 300 mm) uniform taper extending into the open lane, and a second 1 to 1 1/2 in. (25 to 38 mm) vertical notch (see Figure 1).

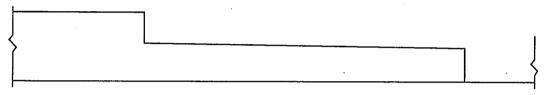


Figure 1

Equipment. Equipment shall meet the following requirements:

- a) Strike Off Device. The strike off device shall produce the notches and wedge of the joint and shall be adjustable. The device shall be attached to the paver and shall not restrict operation of the main screed.
- b) Wedge Roller. The wedge roller shall have a minimum diameter of 12 in. (300 mm), a minimum weight of 50 lb/in. (9 N/mm) of width, and a width equal to the wedge. The roller shall be attached to the paver.

CONSTRUCTION REQUIREMENTS

<u>Joint Construction</u>. The notched wedge longitudinal joint shall be formed by the strike off device on the paver. The wedge shall then be compacted by the joint roller.

<u>Compaction</u>. Initial compaction of the wedge shall be as close to final density as possible. Final density requirements of the entire binder mat, including the wedge, shall remain unchanged.

<u>Prime Coat</u>. Immediately prior to placing the adjacent lift of binder, the bituminous material specified for the mainline prime coat shall be applied to the entire face of the notched wedge longitudinal joint. The material shall be uniformly applied at a rate of 0.05 to 0.1 gal/sq yd (0.2 to 0.5 L/sq m).

Method of Measurement. The notched wedge longitudinal joint will not be measured for payment.

The prime coat will be measured for payment according to Article 406.13 of the Standard Specifications.

Basis of Payment. The work of constructing the notched wedge longitudinal joint will not be paid for separately but shall be considered as included in the cost of the HMA binder course being constructed.

The prime coat will be paid for according to Article 406.14 of the Standard Specifications.

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000 Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

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

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: March 1, 2009

<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 each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid.

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.). 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."

<u>STATE CONTRACTS</u>. 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.
- 2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of three years from the date of completion of this contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon two business days' notice, these records shall be available, at all reasonable hours at a location within the State, for inspection by the Department or the Department of Labor.

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). 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 which avers that: (i) 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 B 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."

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

Revise the first sentence of Article 701.12 of the Standard Specifications to read:

"All personnel on foot, excluding flaggers, within the highway right-of-way shall wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments."

POLYUREA PAVEMENT MARKING (BDE)

Effective: April 1, 2004 Revised: January 1, 2009

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

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

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

Materials. Materials shall meet the following requirements:

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

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

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

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

X	0.490	0.475	0.485	0.539
Υ	0.470	0.438	0.425	0.456

(e) Weathering Resistance. The polyurea marking material, when mixed in the proper ratio and applied at 14 to 16 mils (0.35 to 0.41 mm) wet film thickness to an aluminum alloy

panel (Federal Test Std. No. 141, Method 2013) and allowed to cure for 72 hours at room temperature, shall be subjected to accelerated weathering for 75 hours. The accelerated weathering shall be completed by using the light and water exposure apparatus (fluorescent UV - condensation type) and tested according to ASTM G 53.

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

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

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

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

a. First Drop Glass Beads. The first drop glass beads shall be tested by the standard visual method of large glass spheres adopted by the Department. The beads shall have a silane coating and meet the following sieve requirements:

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

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

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

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

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

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

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

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

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

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

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

The mobile applicator shall include the following features:

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

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

CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Method of Measurement. This work will be measured for payment as follows:

- (a) Contract Quantities. The requirements for the use of contract quantities shall be according to Article 202.07(a).
- (b) Measured Quantities. Lines will be measured for payment in place in feet (meters). Double yellow lines will be measured as two separate lines.

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

PRECAST CONCRETE HANDLING HOLES (BDE)

with the following:

Effective: January 1, 2007 Add the following to Article 540.02 of the Standard Specifications: "(a) Handling Hole Plugs.......1042.16" Add the following paragraph after the sixth paragraph of Article 540.06 of the Standard Specifications: "Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar, or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar." Add the following to Article 542.02 of the Standard Specifications: "(ee) Handling Hole Plugs1042.16" Revise the fifth paragraph of Article 542.04(d) of the Standard Specifications to read: "Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation." Add the following to Article 550.02 of the Standard Specifications: "(o) Handling Hole Plugs......1042.16" Replace the fourth sentence of the fifth paragraph of Article 550.06 of the Standard Specifications with the following: "Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation." Add the following to Article 602.02 of the Standard Specifications: Replace the fifth sentence of the first paragraph of Article 602.07 of the Standard Specifications "Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar."

Add the following to Section 1042 of the Standard Specifications:

"1042.16 Handling Hole Plugs. Plugs for handling holes in precast concrete products shall be as follows.

- (a) Precast Concrete Plug. The precast concrete plug shall have a tapered shape and shall have a minimum compressive strength of 3000 psi (20,700 kPa) at 28 days.
- (b) Polyethylene Plug. The polyethylene plug shall have a "mushroom" shape with a flat round top and a stem with three different size ribs. The plug shall fit snuggly and cover the handling hole.

The plug shall be according to the following.

Mechanical Properties	Test Method	Value (min.)
Flexural Modulus	ASTM D 790	3300 psi (22,750 kPa)
Tensile Strength (Break)	ASTM D 638	1600 psi (11,030 kPa)
Tensile Strength (Yield)	ASTM D 638	1200 psi (8270 kPa)

Thermal Properties	Test Method	Value (min.)
Brittle Temperature	ASTM D 746	-49 °F (-45 °C)
Vicat Softening Point	ASTM D 1525	194 °F (90 °C)"

RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007 Revised: April 1, 2009

In Article 1030.02(g), delete the last sentence of the first paragraph in (Note 2).

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT

1031.01 Description. Reclaimed asphalt pavement (RAP) is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

1031.02 Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the District to provide verification of the quality of the RAP to clarify appropriate stockpile.

- (a) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (b) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (c) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder

content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

(d) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

1031.03 Testing. When used in HMA, the RAP shall be sampled and tested either during or after stockpiling.

For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

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

Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G_{mm} . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	Homogeneous / Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		± 5 %
1/2 in. (12.5 mm)	±8%	± 15 %
No. 4 (4.75 mm)	±6%	± 13 %
No. 8 (2.36 mm)	±5%	2.10 /0
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	±5%	2 10 70
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	± 0.4 % ^{1/}	± 0.5 %

1/ The tolerance for fractionated reclaimed asphalt pavement (FRAP) shall be \pm 0.3 %.

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt binder content test results fall outside the appropriate tolerances, the RAP shall not be used in HMA unless the RAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

1031.04 Quality Designation of Aggregate in RAP. The quality of the RAP shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (a) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) surface mixtures are designated as containing Class B quality coarse aggregate.
- (b) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder and IL-9.5L surface mixtures are designated as Class D quality coarse aggregate.
- (c) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
- (d) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

1031.05 Use of RAP in HMA. The use of RAP shall be a Contractor's option when constructing HMA in all contracts. The use of RAP in HMA shall be as follows.

- (a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- (c) Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be homogeneous in which the coarse aggregate is Class B quality or better.
- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.

- (e) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate, or conglomerate DQ.
- (f) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table below for a given N Design.

Max RAP Percentage

HMA Mixtures 1/, 3/	Max	Maximum % RAP		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified	
30	30	30	10	
50	25	15	10	
70	15 / 25 ^{2/}	10 / 15 ^{2/}	10	
90	10	10	10	
105	10	10	10	

- 1/ For HMA shoulder and stabilized subbase (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.
- 2/ Value of Max % RAP if homogeneous RAP stockpile of IL-9.5 RAP is utilized.
- 3/ When RAP exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275°°F (135 °C) the grades shall be reduced as follows:

Overlays:

When WMA contains between 20 and 30 percent RAP the high temperature shall be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-22). When WMA contains 30 percent or more RAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

Full Depth:

When WMA contains between 20 and 30 percent RAP, the low temperature shall be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG64-28). When the WMA contains 30 percent or more RAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

(g) When the Contractor chooses the FRAP option, the percentage of FRAP shall not exceed the amounts indicated in the table below for a given N Design.

Max FRAP Percentage^{1/}

HMA Mixtures 21, 3/	Maximum % FRAP		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	35	35	10
50	30	25	10
70	25	20	10
90	20	15	10
105	10	10	10

- 1/ Minumum of two fractions for surface and binder applications.
- 2/ For HMA shoulder and stabilized subbase (HMA) N30, the amount of RAP shall not exceed 50 percent of the mixture.
- 3/ When FRAP exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275°°F (135 °C) the grades shall be reduced as follows:

Overlavs:

When WMA contains between 20 and 30 percent FRAP the high temperature shall be reduced by one grade (i.e. 25 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-22). When WMA contains 30 percent or more FRAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

Full Depth:

When WMA contains between 20 and 30 percent FRAP, the low temperature shall be reduced by one grade (i.e. 25 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG64-28). When the WMA contains 30 percent or more FRAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

1031.06 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP material meeting the above detailed requirements.

RAP designs shall be submitted for volumetric verification. If additional RAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein,

are outside of the control tolerances set for the original RAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

1031.07 HMA Production. The coarse aggregate in all RAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

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

If the RAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design.

HMA plants utilizing RAP shall be capable of automatically recording and printing the following information.

- (a) Dryer Drum Plants.
 - (1) Date, month, year, and time to the nearest minute for each print.
 - (2) HMA mix number assigned by the Department.
 - (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - (4) Accumulated dry weight of RAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
 - (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
 - (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.
 - (8) Aggregate and RAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP are printed in wet condition.)
- (b) Batch Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.
- (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- (4) Mineral filler weight to the nearest pound (kilogram).
- (5) RAP weight to the nearest pound (kilogram).
- (6) Virgin asphalt binder weight to the nearest pound (kilogram).
- (7) Residual asphalt binder in the RAP 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.

1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Other". The testing requirements of Article 1031.03 shall not apply.
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

Revised: November 1, 2008

Revise the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

"At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration, and to the daytime and nighttime color requirements of ASTM D 4956.

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material				
Observation Angle (deg.)	Entrance Angle (deg.)	White	Orange	Fluorescent Orange
0.2	-4	365	160	150
0.2	+30	175	80	70
0.5	-4	245	100	95
0.5	+30	100	50	40"

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

"Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

"The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: April 1, 2009

Revise Article 1006.10(a) of the Standard Specifications to read:

- "(a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and/or Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.
 - (1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.
 - a. For straight bars furnished in cut lengths and with a well-defined yield point, the yield point shall be determined as the elastic peak load, identified by a halt or arrest of the load indicator before plastic flow is sustained by the bar and dividing it by the nominal cross-sectional area of the bar.
 - b. Tensile strength shall be a minimum of 1.20 times the yield strength.
 - c. For bars straightened from coils or bars bent from fabrication, there shall be no upper limit on yield strength; and for bar designation Nos. 3 6 (10 19), the elongation after rupture shall be at least 9%.
 - d. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
 - e. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
 - f. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
 - (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.
 - a. Certification. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy

Coating Plant Certification Procedure". The Department will maintain an approved list.

- b. Coating Thickness. When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
- c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

REINFORCEMENT BARS - STORAGE AND PROTECTION (BDE)

Effective: August 1, 2008 Revised: April 1, 2009

Revise Article 508.03 of the Standard Specifications to read:

"508.03 Storage and Protection. Reinforcement bars shall be stored off the ground using platforms, skids, or other supports; and shall be protected from mechanical injury and from deterioration by exposure. Epoxy coated bars shall be stored on wooden or padded steel cribbing and all systems for handling shall have padded contact areas. The bars or bundles shall not be dragged or dropped.

When epoxy coated bars are stored in a manner where they will be exposed to the weather more than 60 days prior to use, they shall be protected from deterioration such as that caused by sunlight, salt spray, and weather exposure. The protection shall consist of covering with opaque polyethylene sheeting or other suitable opaque material. The covering shall be secured and allow for air circulation around the bars to minimize condensation under the cover.

Covering of the epoxy coated bars will not be required when the bars are installed and tied, or when they are partially incorporated into the concrete."

SEEDING (BDE)

Effective: July 1, 2004 Revised: January 1, 2009

Revise the following seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

	"Tab	ole 1 - SEEDING MIXTURES	
	Class Type	Seeds	lb/acre (kg/hectare)
2	Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	100 (110)
	•	Perennial Ryegrass	50 (55)
		Creeping Red Fescue	40 (50)
0.4		Red Top	10 (10)
2A	Salt Tolerant Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	60 (70)
		Perennial Ryegrass	20 (20)
		Red Fescue (Audubon, Sea Link, or Epic)	30 (20)
		Hard Fescue (Rescue 911, Spartan II, or Reliant IV)	30 (20)
		Fults Salt Grass 1/	60 (70)"

Revise Note 7 of Table 1 – Seeding Mixtures of Article 250.07 of the Standard Specifications to read:

"7/ In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after a period of establishment. Inspection dates for the period of establishment will be as follows: Seeding conducted in Districts 1 through 6 between June 16 and July 31 will be inspected after April 15 and seeding conducted between November 2 and March 31 will be inspected after September 15. Seeding conducted in Districts 7 through 9 between June 2 and July 31 will be inspected after April 15 and seeding conducted between November 16 and February 28 will be inspected after September 15. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department."

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

		TA	BLE II	-		
	Hard		Pure		Secondary *	
	Seed	Purity	Live	Weed	Noxious Weeds	
	%	%	Seed %	%	No. per oz (kg)	
Variety of Seeds	Max.	Min.	Min.	Max.	Max. Permitted	Notes
Alfalfa	20	92	89	0.50	6 (211)	1/
Clover, Alsike	15	92	87	0.30	6 (211)	2/
Red Fescue, Audubon	0	97	82	0.10	3 (105)	_
Red Fescue, Creeping	-	97	82	1.00	6 (211)	_
Red Fescue, Epic	-	98	83	0.05	1 (35)	_
Red Fescue, Sea Link	•	98	83	0.10	3 (105)	_
Fall Fescue, Blade Runner	-	98	83	0.10	2 (70)	
Гаll Fescue, Falcon IV	-	98	83	0.05	1 (35)	_
Fall Fescue, Inferno	0	98	83	0.10	2 (70)	_
Tall Fescue, Tarheel II	-	97	82	1.00	6 (211)	_
Fall Fescue, Quest	0	98	83	0.10	2 (70)	
Fults Salt Grass	0	98	85	0.10	2 (70)	_
Kentucky Bluegrass		97	80	0.30	7 (247)	4/
Dats		92	88	0.50	2 (70)	3/
Redtop		90	78	1.80	5 (175)	3/
Ryegrass, Perennial, Annual	_	97	85	0.30	5 (175)	3/
Rye, Grain, Winter		92	83	0.50	2 (70)	3/
lard Fescue, Reliant IV	· -	98	83	0.05	1 (35)	-
lard Fescue, Rescue 911	0	97	82	0.10	3 (105)	_
łard Fescue, Spartan II	-	98	83	0.10	3 (105)	_
imothy	-	92	84	0.50	5 (175)	3/
Vheat, hard Red Winter	-	92	89	0.50	2 (70)	3/"

Revise the first sentence of the first paragraph of Article 1081.04(c)(7) of the Standard Specifications to read:

"The seed quantities indicated per acre (hectare) for Prairie Grass Seed in Classes 3, 3A, 4, 4A, 6, and 6A in Article 250.07 shall be the amounts of pure, live seed per acre (hectare) for each species listed."

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004 Revised: January 1, 2007

<u>Definition</u>. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

<u>Usage</u>. Self-consolidating concrete may be used for precast concrete products.

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. The mix design criteria shall be as follows:

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m).
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements of Article 1020.04 of the Standard Specifications shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

<u>Placing and Consolidating</u>. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer.

Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.

<u>Mix Design Approval</u>. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

SILT FILTER FENCE (BDE)

Effective: January 1, 2008

For silt filter fence fabric only, revise Article 1080.02 of the Standard Specifications to read:

"1080.02 Geotextile Fabric. The fabric for silt filter fence shall be a woven fabric meeting the requirements of AASHTO M 288 for unsupported silt fence with less than 50 percent geotextile elongation."

Replace the last sentence of Article 1081.15(b) of the Standard Specifications with the following:

"Silt filter fence stakes shall be a minimum of 4 ft (1.2 m) long and made of either wood or metal. Wood stakes shall be 2 in. x 2 in. (50 mm x 50 mm). Metal stakes shall be a standard T or U shape having a minimum weight (mass) of 1.32 lb/ft (600 g/300 mm)."

STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 2, 2004 Revised: April 1, 2009

<u>Description</u>. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

<u>Types of Steel Products</u>. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling) Structural Steel Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in has a contract value of \$10,000 or greater.

<u>Documentation</u>. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

SCA = Q X D

Where: SCA = steel cost adjustment, in dollars

Q = quantity of steel incorporated into the work, in lb (kg)

D = price factor, in dollars per lb (kg)

 $D = MPI_M - MPI_L$

Where: $MPI_M =$ The Materials Cost Index for steel as published by the Engineering News-

Record for the month the steel is shipped from the mill. The indices will be

converted from dollars per 100 lb to dollars per lb (kg).

MPI_L = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the MPl_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

<u>Basis of Payment</u>. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the MPI_L and MPI_M in excess of five percent, as calculated by:

Percent Difference = $\{(MPI_L - MPI_M) \div MPI_L\} \times 100$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Attachment

Aπacnment						
Item	Unit Mass (Weight)					
Metal Piling (excluding temporary sheet piling)						
Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness)	23 lb/ft (34 kg/m)					
Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness)	32 lb/ft (48 kg/m)					
Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness)	37 lb/ft (55 kg/m)					
Other piling	See plans					
Structural Steel	See plans for weights					
	(masses)					
Reinforcing Steel	See plans for weights					
	(masses)					
Dowel Bars and Tie Bars	6 lb (3 kg) each					
Mesh Reinforcement	63 lb/100 sq ft (310 kg/sq m)					
Guardrail						
Steel Plate Beam Guardrail, Type A w/steel posts	20 lb/ft (30 kg/m)					
Steel Plate Beam Guardrail, Type B w/steel posts	30 lb/ft (45 kg/m)					
Steel Plate Beam Guardrail, Types A and B w/wood posts	8 lb/ft (12 kg/m)					
Steel Plate Beam Guardrail, Type 2	305 lb (140 kg) each					
Steel Plate Beam Guardrail, Type 6	1260 lb (570 kg) each					
Traffic Barrier Terminal, Type 1 Special (Tangent)	730 lb (330 kg) each					
Traffic Barrier Terminal, Type 1 Special (Flared)	410 lb (185 kg) each					
Steel Traffic Signal and Light Poles, Towers and Mast Arms						
Traffic Signal Post	11 lb/ft (16 kg/m)					
Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 – 12 m)	14 lb/ft (21 kg/m)					
Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 - 16.5 m)	21 lb/ft (31 kg/m)					
Light Pole w/Mast Arm, 30 - 50 ft (9 – 15.2 m)	13 lb/ft (19 kg/m)					
Light Pole w/Mast Arm, 55 - 60 ft (16.5 – 18 m)	19 lb/ft (28 kg/m)					
Light Tower w/Luminaire Mount, 80 - 110 ft (24 – 33.5 m)	31 lb/ft (46 kg/m)					
Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 - 42.5 m)	65 lb/ft (97 kg/m)					
Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 - 48.5 m)	80 lb/ft (119 kg/m)					
Metal Railings (excluding wire fence)						
Steel Railing, Type SM	64 lb/ft (95 kg/m)					
Steel Railing, Type S-1	39 lb/ft (58 kg/m)					
Steel Railing, Type T-1	53 lb/ft (79 kg/m)					
Steel Bridge Rail	52 lb/ft (77 kg/m)					
Frames and Grates	, ,					
Frame	250 lb (115 kg)					
Lids and Grates	150 lb (70 kg)					

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR STEEL COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any form, when submitted shall become part of the contract.

Contract No.:				
Company Name:				
Contractor's Option:				
Is your company opting to include this special provision as following items of work?	part of t	he co	ontract plans	for the
Metal Piling	•	Yes		
Structural Steel	,	Yes	П	
Reinforcing Steel)	⁄es		
Dowel Bars, Tie Bars and Mesh Reinforcement		es′		
Guardrail		'es		
Steel Traffic Signal and Light Poles, Towers and Mast Arms		'es		
Metal Railings (excluding wire fence)				
Frames and Grates		es		
	Y	es		
Signature:	Date:_			
80127				_

STONE GRADATION TESTING (BDE)

Effective: November 1, 2007

Revise the first sentence of note 1/ of the Erosion Protection and Sediment Control Gradations table of Article 1005.01(c)(1) of the Standard Specifications to read:

"A maximum of 15 percent of the total test sample by weight may be oversize material."

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002 Revised: January 1, 2008

Revise the third paragraph of Article 280.03 of the Standard Specifications to read:

"Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil disturbing activities at each area. These offsite systems shall be designed by the Contractor and be subject to the approval of the Engineer."

Add the following paragraph after the third paragraph of Article 280.03 of the Standard Specifications:

"The temporary erosion and sediment control systems shown on the plans represent the minimum systems anticipated for the project. Conditions created by the Contractor's operations, or for the Contractor's convenience, which are not covered by the plans, shall be protected as directed by the Engineer at no additional cost to the Department. Revisions or modifications of the erosion and sediment control systems shall have the Engineer's written approval."

Add the following paragraph after the ninth paragraph of Article 280.07 of the Standard Specifications:

"Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment."

Delete the tenth (last) paragraph of Article 280.08 of the Standard Specifications.

THERMOPLASTIC PAVEMENT MARKINGS (BDE)

Effective: January 1, 2007

Revise Article 1095.01(a)(2) of the Standard Specifications to read:

"(2) Pigment. The pigment used for the white thermoplastic compound shall be a high-grade pure (minimum 93 percent) titanium dioxide (TiO₂). The white pigment content shall be a minimum of ten percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

The pigments used for the yellow thermoplastic compound shall not contain any hazardous materials listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1. The combined total of RCRA listed heavy metals shall not exceed 100 ppm when tested by X-ray fluorescence spectroscopy. The pigments shall also be heat resistant, UV stable and color-fast yellows, golds, and oranges, which shall produce a compound which shall match Federal Standard 595 Color No. 33538. The pigment shall be uniformly distributed throughout the thermoplastic compound."

Revise Article 1095.01(b)(1)e. of the Standard Specifications to read:

"e. Daylight Reflectance and Color. The thermoplastic compound after heating for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) and cooled at 77 °F (25 °C) shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degree circumferential/zero degree geometry, illuminant C, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White: Daylight Reflectance75 percent min. *Yellow: Daylight Reflectance45 percent min.

*Shall meet the coordinates of the following color tolerance chart.

x 0.490 0.475 0.485 0.530 y 0.470 0.438 0.425 0.456"

Revise Article 1095.01(b)(1)k. of the Standard Specifications to read:

"k. Accelerated Weathering. After heating the thermoplastic for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) the thermoplastic shall be applied to a steel wool abraded aluminum alloy panel (Federal Test Std. No. 141, Method 2013) at a film thickness of 30 mils (0.70 mm) and allowed to cool for 24 hours at room temperature. The coated panel shall be subjected to accelerated weathering

using the light and water exposure apparatus (fluorescent UV - condensation type) for 75 hours according to ASTM G 53 (equipped with UVB-313 lamps).

The cycle shall consist of four hours UV exposure at 122 $^{\circ}$ F (50 $^{\circ}$ C) followed by four hours of condensation at 104 $^{\circ}$ F (40 $^{\circ}$ C). UVB 313 bulbs shall be used. At the end of the exposure period, the panel shall not exceed 10 Hunter Lab Delta E units from the original material."

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 \mathcal{A} . In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather then clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

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

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

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

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

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

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

METHOD OF MEASUREMENT The unit of measurement is in hours.

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

SEGMENTAL CONCRETE BLOCK WALL

Effective: January 7, 1999 Revised: July 9, 2008

<u>Description.</u> This work shall consist of furnishing the design computations, shop plans, materials, equipment and labor to construct a Segmental Concrete Block Retaining Wall to the limits shown on the plans.

General. The wall shall consist of a leveling pad, precast concrete blocks (either dry-cast or wet cast), select granular backfill and, if required by the design, soil reinforcement. The wall shall be designed and constructed according to the lines, grades, and dimensions shown on the contract plans and approved shop plans.

<u>Submittals</u>. The wall supplier shall submit design computations and shop plans to the Engineer according to Article 1042.03(b) of the Standard Specifications. No work or ordering of materials for the structure shall be done by the Contractor until the submittal has been approved in writing by the Engineer. The shop plans shall be sealed by an Illinois Licensed Structural Engineer and shall include all details, dimensions, quantities, and cross sections necessary to construct the wall and shall include, but not be limited to, the following items:

- (a) Plan, elevation, and cross section sheet(s) for each wall showing the following:
 - (1) A plan view of the wall indicating the offsets from the construction centerline to the first course of blocks at all changes in horizontal alignment. These shall be calculated using the offsets to the front face of the block shown on the contract plans and the suppliers proposed wall batter. The plan view shall indicate bottom (and top course of block when battered), the excavation and select granular backfill limits as well as any soil reinforcing required by the design. The centerline of any drainage structure or pipe behind or passing through/under the wall shall also be shown.
 - (2) An elevation view of the wall, indicating the elevation and all steps in the top course of blocks along the length of the wall. The top of these blocks shall be at or above the theoretical top of block line shown on the contract plans. This view shall also show the steps and proposed top of leveling pad elevations as well as the finished grade line at the wall face specified on the contract plans. These leveling pad elevations shall be located at or below the theoretical top of leveling line shown on the contract plans. The location, size, and length of any soil reinforcing connected to the blocks shall be indicated.
 - (3) Typical cross section(s) showing the limits of the select granular backfill, soil reinforcement if used in the design. The right-of-way limits shall be indicated as well as the proposed excavation, cut slopes, and the elevation relationship between existing ground conditions and proposed grades.
 - (4) All general notes required for constructing the wall.

- (b) All details for the leveling pads, including the steps, shall be shown. The theoretical top of the leveling pad shall either be below the anticipated frost depth or 1.5 ft. (450 mm) below the finished grade line at the wall face, whichever is greater; unless otherwise shown on the plans. The minimum leveling pad thickness shall be 6 in. (152 mm)
- (c) Cap blocks shall be used to cover the top of the standard block units. The top course of blocks and cap blocks shall be stepped to satisfy the top of block line shown on the contract plans.
- (d) All details of the block and/or soil reinforcement placement around all appurtenances located behind, on top of, or passing through the wall shall be clearly indicated. Any modifications to the design of these appurtenances to accommodate a particular design arrangement shall also be submitted.
- (e) All details of the blocks, including color and texture shall be shown. The exterior face shall preferably be straight, textured with a "split rock face" pattern, and dark gray in color unless otherwise stated on the plans.
- (f) All block types (standard, cap, corner, and radius turning blocks) shall be detailed showing all dimensions.
- (g) All blocks shall have alignment/connection devices such as shear keys, leading/trailing lips, or pins. The details for the connection devices between adjacent blocks and the block to soil reinforcement shall be shown. The block set back or face batter shall be limited to 20 degrees from vertical, unless otherwise shown by the plans.

Materials. The materials shall meet the following requirements:

- (a) Dry-Cast Concrete Block: Dry-cast concrete block proposed for use shall be pre-cast and produced according Article 1042.02 and the requirements of ASTM C1372 except as follows:
 - 1. :Fly ash shall be according to Articles 1010.01 and 1010.02(b).
 - 2. Ground granulated blast-furnace slag shall be according to Articles 1010.01 and 1010.05.
 - 3. Aggregate shall be according to Articles 1003.02 and 1004.02, with the exception of gradation.
 - 4. Water shall be according to Section 1002.
 - Testing for freeze-thaw durability will not be required. However, unsatisfactory field performance as determined by the Department will be cause to prohibit the use of the block on Department projects.

- (b) Wet-cast Concrete Block. Wet-cast concrete block proposed for use shall be pre-cast and produced according to Section 1020 and Article 1042.02. The concrete shall be Class PC with a minimum compressive strength of at least 3000 psi (31 MPa) at 28 days.
- (c) Select Granular Backfill: The select granular backfill material shall consist of either a coarse aggregate according to Article 1004.05(a), or a fine aggregate according to the first sentence of Article 1003.04(a). The aggregate used shall also meet the following:

Coarse Aggregate Gradation
Fine Aggregate Gradation
Coarse Aggregate Quality
Fine Aggregate Quality
Internal Friction Angle
pH (if reinforcement is used)

CA 6 thru CA 16 (Article 1004.01(c))
FA 1, FA 2, or FA 20 (Article 1003.01(c))
Minimum Class C (Article 1004.01(b))
Minimum Class C (Article 1003.01(b))
34° minimum (AASHTO T 236 or T 296)
4.5 to 9 (AASHTO T 289)

When a fine aggregate is selected, the rear of all block joints shall be covered by a non-woven needle punch geotextile filter material according to Article 1080.05 of the Standard Specifications and shall have a minimum permeability according to ASTM D4491 of 0.008 cm/sec. All fabric overlaps shall be 6 in. (150 mm) and non-sewn. As an alternative to the geotextile, a coarse aggregate shall be placed against the back face of the blocks to create a minimum 12 in. (300 mm) wide continuous gradation filter to prevent the select fill material from passing through the block joints.

- (d) Leveling pad: The material shall be either Class SI concrete according to Article 1020.04 or compacted coarse aggregate according to Articles 1004.04, (a) and (b). The compacted coarse aggregate gradation shall be CA 6 or CA 10.
- (e) Soil Reinforcement: If soil reinforcement is required by the approved design, the Contractor shall submit a manufacturer's certification for the soil reinforcement properties which equals or exceeds those required in the design computations. The soil reinforcement shall be manufactured from high density polyethylene (HDPE) uniaxial or polypropylene biaxial resins or high tenacity polyester fibers with a PVC coating, stored between -20 and 140° F (-29 and 60° C). The following standards shall be used in determining and demonstrating the soil reinforcement capacities:

ASTM D638 Test Method for Tensile Properties of Plastic

ASTM D1248 Specification for Polyethylene Plastics Molding and Extrusion Materials

ASTM D4218 Test Method for Carbon Black Content in Polyethylene Compounds

ASTM D5262 Test Method for Evaluating the Unconfined Tension Creep Behavior of Geosynthetics

GG1-Standard Test Method for Geogrid Rib Tensile Strength

GG2-Standard Test Method for Geogrid Junction Strength

GG4-Standard Practice for Determination of the Long Term Design Strength of Geogrid

GG5-Standard Practice for Evaluating Geogrid Pullout Behavior

<u>Design Criteria</u>. The design shall be according to AASHTO Specifications and commentaries for Earth Retaining Walls or FHWA Publication No. HI-95-038, SA-96-071 and SA-96-072. The wall supplier shall be responsible for all internal stability aspects of the wall design.

Internal stability design shall insure that adequate factors of safety against overturning and sliding are present at each level of block. If required by design, soil reinforcement shall be utilized and the loading at the block/soil reinforcement connection as well as the failure surface must be indicated. The calculations to determine the allowable load of the soil reinforcement and the factor of safety against pullout shall also be included. The analysis of settlement, bearing capacity, and overall slope stability are the responsibility of the Department.

External loads such as those applied through structure foundations, from traffic or railroads, slope surcharge etc., shall be accounted for in the internal stability design. The presence of all appurtenances behind, in front of, mounted upon, or passing through the wall volume such as drainage structures, utilities, structure foundation elements, or other items shall be accounted for in the internal stability design of the wall.

<u>Construction Requirements</u>. The Contractor shall obtain technical assistance from the supplier during wall erection to demonstrate proper construction procedures and shall include all costs related to this technical assistance in the unit price bid for this item.

The foundation material for the leveling pad and select granular backfill volume shall be graded to the design elevation and compacted according to Article 205.05, except the minimum required compaction shall be 95 percent of the standard laboratory density. Any foundation soils found to be unsuitable shall be removed and replaced as directed by the Engineer and shall be paid for according to Article 109.04.

The select granular backfill lift placement shall closely follow the erection of each course of blocks. All aggregate shall be swept from the top of the block prior to placing the next block lift. If soil reinforcement is used, the select granular backfill material shall be leveled and compacted before placing and attaching the soil reinforcement to the blocks. The soil reinforcement shall be pulled taut, staked in place, and select fill placed from the rear face of the blocks outward. The lift thickness shall be the lesser of 10 in. (255 mm) loose measurement or the proposed block height.

The select granular backfill shall be compacted according to Article 205.05, except the minimum required compaction shall be 95 percent of the standard laboratory density. Compaction shall be achieved using a minimum of 3 passes of a lightweight mechanical tamper, roller, or vibratory system. The top 12 in. (300 mm) of backfill shall be a cohesive, impervious material capable of supporting vegetation, unless other details are specified on the plans.

The blocks shall be maintained in position as successive lifts are compacted along the rear face of the block. Vertical, horizontal, and rotational alignment tolerances shall not exceed 0.5 in. (12 mm) when measured along a 10 ft. (3 m) straight edge.

<u>Method of Measurement</u>. Segmental Concrete Block Wall will be measured by the square foot (square meter) of wall face from the top of block line to the theoretical top of the leveling pad for the length of the wall in a vertical plane, as shown on the contract plans.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per square foot (square meter) for SEGMENTAL CONCRETE BLOCK WALL.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

- 1. These contract provisions shall apply to all word performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- **3.** A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- **4.** A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2; Section IV, paragraphs 1, 2, 3, 4 and 7; Section V, paragraphs 1 and 2a through 2g.

- **5.** Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
- **6.** Selection of Labor: During the performance of this contract, the contractor shall not:
 - **a.** Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- **b.** Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - **a.** The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract
 - **b.** The contractor will accept as his operating policy the following statement: "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."
- 2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - **a.** Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - **b.** All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - **c.** All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - **d.** Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - **e.** The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - **a.** The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - **b.** The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- **a.** The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- **b.** Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- **c.** The contractor will advise employees and applicants for employment of available training programs and entrance

- requirements for each.
- **d.** The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 - **a.** The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - **b.** The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - **c.** The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - **a.** The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - **b.** Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - **c.** The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

- **9.** Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
 - **a.** The records kept by the contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - **b.** The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- **b.** As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- **c.** The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- **a.** The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- **b.** The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
- (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination:
- (2) the additional classification is utilized in the area by the construction industry;
- (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- **(4)** with respect to helpers, when such a classification prevails in the area in which the work is performed.

- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

- be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10

for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- **a.** Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- **b.** The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees

(including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for submitting payroll copies of all subcontractors.

- **d**. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
- (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- **e**. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - **b.** Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed

- on Form FHWA-47, and in the units shown on Form FHWA-47. **c.** Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- **2**. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractors' own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- **3.** That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- **4.** That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
 b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- **c.** The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- e. The terms "covered transaction," "debarred," "suspended," "ineligible," lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- **2**. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- **a**. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- **b.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- **c.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "primary covered transaction,"
 "participant," "person," "principal," "proposal," and
 "voluntarily excluded," as used in this clause, have the
 meanings set out in the Definitions and Coverage sections of
 rules implementing Executive Order 12549. You may contact
 the person to which this proposal is submitted for assistance in
 obtaining a copy of those regulations.
- **e.** The prospective lower tie participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- **g.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * * *

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at http://www.dot.state.il.us/desenv/delett.html.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at http://www.dot.state.il.us/desenv/subsc.html.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.