BID PROPOSAL INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID ?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

Firms that have not received an Authorization to Bid or Not For Bid Report within a reasonable time of complete and correct original document submittal should contact the Department as to the status. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

ADDENDA AND REVISIONS

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

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

The Internet is the Department's primary way of doing business. The subscription service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at http://www.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletins/transportation-bulletin 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 DOT.D&Econtracts@illlinois.gov

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

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

BID SUBMITTAL CHECKLIST

Cover page (the sheet that has the item number on it) – This should be the first page of your bid proposal, followed by your bid (the Schedule of Prices/Pay Items). If you are using special software or CBID to generate your schedule of prices, <u>do not</u> include the blank pages of the schedule of prices that came with the proposal package.

Page 4 (Item 9) – Check "YES" if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank.

After page 4 – Insert the following documents: Cost Adjustments for Steel, Bituminous and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don't know where it goes, put it after page 4.

Page 10 (Paragraph J) – Check "YES" or "NO" whether your company has any business in Iran.

□ Page 10 (Paragraph K) – (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category. Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.

Page 11 (Paragraph L) – A copy of your State Board of Elections certificate of registration is no longer required with your bid.

Page 11 (Paragraph M) – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.

Page 12 (Paragraph C) – This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each completed Form A.

□ Pages 14-17 (Form A) – One Form A (4 pages) is required for each applicable person in your company. Copies of the forms can be used and only need to be changed when the information changes. The certification <u>signature and date must be original</u> for each letting. Do not staple the forms together. If you answered "NO" to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.

Page 18 (Form B) - If you check "YES" to having other current or pending contracts it is acceptable to use the phrase, "See Affidavit of Availability on file". **Ownership Certification** (at the bottom of the page) - Check N/A if the Form A(s) you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A(s) you submitted is not correct and you will be required to submit a revised Form A.

Page 20 (Workforce Projection) – Be sure to include the Duration of the Project. It is acceptable to use the phrase "Per Contract Specifications".

□ **Proposal Bid Bond** – (Insert after the proposal signature page) Submit your proposal Proposal Bid Bond (if applicable) using the current Proposal Bid Bond form provided in the proposal package. The Power of Attorney page should be stapled to the Proposal Bid Bond. If you are using an electronic bond, include your bid bond number on the Proposal Bid Bond and attach the Proof of Insurance printed from the Surety's Web Site.

Disadvantaged Business Utilization Plan and/or Good Faith Effort – The last items in your bid should be the DBE Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SBE 2025) and supporting paperwork. If you have documentation of a Good Faith Effort, it is to follow the SBE Forms.

The Bid Letting is now available in streaming Audio/Video from the IDOT Web Site. A link to the stream will be placed on the main page of the current letting on the day of the Letting. The stream will not begin until 10 AM. The actual reading of the bids does not begin until approximately 10:30 AM.

Following the Letting, the As-Read Tabulation of Bids will be posted by the end of the day. You will find the link on the main Web page for the current letting.

QUESTIONS: pre-letting up to execution of the contract

Contractor pre-qualification	
Small Business, Disadvantaged Business Enterprise (DBE)	
Contracts, Bids, Letting process or Internet downloads	
Estimates Unit.	
Aeronautics	
IDNR (Land Reclamation, Water Resources, Natural Resources)	

QUESTIONS: following contract execution

Subcontractor documentation, payments	217-782-3413
Railroad Insurance	217-785-0275

Proposal Submitted By

172

Name

Address

City

Letting April 24, 2015

NOTICE TO PROSPECTIVE BIDDERS

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

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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

Illinois Department of Transportation

Springfield, Illinois 62764

Contract No. 61B09 DUPAGE County Section 12-00076-00-PV (Glen Ellyn) Route FAU 1409 (Crescent Boulevard) Project TE-M-4003(124) District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included

An Annual Bid Bond is included or is on file with IDOT.

Prepared by

Checked by

(Printed by authority of the State of Illinois)

F

Page intentionally left blank



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of ______

Taxpayer Identification Number (Mandatory)

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

Contract No. 61B09 DUPAGE County Section 12-00076-00-PV (Glen Ellyn) Project TE-M-4003(124) Route FAU 1409 (Crescent Boulevard) District 1 Construction Funds

- Work consists of full depth pavement reconstruction, retaining walls, soldier pile retaining walls, storm sewer, construction of a fluted concrete barrier wall, sidewalks combination curb and gutter, water main, relocation of street lighting and pedestrian signals, pavement markings and landscaping, from Park Boulevard to Lake Road in the Village of Glen Ellyn.
- 2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents will govern performance and payments.

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

	Amount of	of Bid	Proposal <u>Guaranty</u>	An	nount c	of Bid	Proposal <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 bid proposals will be made payable to the Treasurer, State of Illinois.

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

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

Attach Cashier's Check or Certified Check Here

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

The proposal guaranty check will be found in the bid proposal for:	Item	
	Section No.	
	County _	

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

6. **COMBINATION BIDS.** The undersigned bidder 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 contract 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 B	id
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 will govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
- 8. AUTHORITY TO DO BUSINESS IN ILLINOIS. Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to transact business or conduct affairs in the State of Illinois prior to submitting the bid.
- 9. EXECUTION OF CONTRACT: The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.

10. The services of a subcontractor will be used.

Check box Yes Check box No

For known subcontractors with subcontracts with an annual value of more than \$50,000, the contract shall include their name, address, general type of work to be performed, and the dollar allocation for each subcontractor. (30 ILCS 500/20-120)

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409 076-	I TEM NUMBER	5200110	5200200	00250	800040	8000510	0300112	0300100	00100	0603080	003335	2000301	2001200	2001300	2300400	2400200

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ECMS002 DTGECM03 ECMR003 PAGE 10 RUN DATE - 03/26/15 RUN TIME - 183111	UNIT PRICE TOTAL PRICE DOLLARS [CENTS]																
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OTE: ** PLEASE TURN PAGE FOR IMPORTANT NOTES ***

FAU 1409 12-00070 DUPAGE	FAU 1409 12-00076-00-PV (GLEN ELLYN) DUPAGE	ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 61B09	ECMS002 DTGECM03 ECMR003 PAGE 1 RUN DATE - 03/26/15 RUN TIME - 183111	12
NOTE	1. FACH PAY ITEM SHOULD HAVE A UNIT			
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4	4. A BID MAY BE DECLARED UNACCEPTABLE	UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN.	A TOTAL PRICE IS SHOWN.	

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

I. GENERAL

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

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

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

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

A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 calendar days after the officer, member, or employee takes office or is employed. The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

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

B. Negotiations

Section 50-15. Negotiations.

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

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

C. Inducements

Section 50-25. Inducement.

Any person who offers or pays any money or other valuable thing to any person to induce him or her not to provide a submission to a vendor portal or 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, not making a submission to a vendor portal, or who withholds a bid or submission to a vendor portal in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

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

D. <u>Revolving Door Prohibition</u>

Section 50-30. Revolving door prohibition.

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

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

E. <u>Reporting Anticompetitive Practices</u>

Section 50-40. Reporting anticompetitive practices.

When, for any reason, any vendor, bidder, contractor, CPO, SPO, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the CPO.

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

F. Confidentiality

Section 50-45. Confidentiality.

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

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

G. Insider Information

Section 50-50. Insider information.

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

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

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

III. CERTIFICATIONS

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.

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

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

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

B. Felons

Section 50-10. Felons.

- (a) Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.
- (b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code and every vendor's submission to a vendor portal shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

Section 50-14 Environmental Protection Act violations.

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

F. Educational Loan

Section 3 of the Educational Loan Default Act, 5 ILCS 385/3.

Pursuant to the Educational Loan Default Act no State agency shall contract with an individual for goods or services if that individual is in default on an educational loan.

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

G. Bid-Rigging/Bid Rotating

Section 33E-11 of the Criminal Code of 2012, 720 ILCS 5/3BE-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.

(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.

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

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

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

J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

/___/ Company has no business operations in Iran to disclose.

/___/ Company has business operations in Iran as disclosed on the attached document.

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

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

Additionally, Section 30-22 of the Code requires that the bidder certify that an Illinois office be maintained as the primary place of employment for persons employed for this contract.

NA-FEDERAL_____

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

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

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

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

The undersigned bidder certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. If the business entity is required to register, the CPO shall verify that it is in compliance on the date the bid or proposal is due. The CPO shall not accept a bid or proposal if the business entity is not in compliance with the registration requirements.

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

M. Lobbyist Disclosure

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

(i) Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract,

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

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

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

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

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

Or

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

Name and address of person:

All costs, fees, compensation, reimbursements and other remuneration paid to said person:

□ I acknowledge, understand and accept these terms and conditions for the above certifications.

IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 individual 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 individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form. **The current annual salary of the Governor is \$177,412.00**.

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 <u>NOT APPLICABLE STATEMENT</u> on Form A must be signed and dated by an individual 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
- Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES ____ NO____
- 3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES ____ NO ___
- 4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES ____ NO ___

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

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

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

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ____No ___
- 2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary.

- If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive
 (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes ____ No ___
- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes No ___
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ____No ___
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess 100% of the annual salary of the Governor? Yes ____ No ___
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?

Yes ___ No ___

Yes No

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

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

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

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

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

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____No ___
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes <u>No</u>

3. Communication Disclosure.

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

Name and address of person(s):

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

Name of person(s):

Nature of disclosure:

APPLICABLE STATEMENT

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

Completed by:

Signature of Individual or Authorized Representative

Date

	NOT APPLICABLE STATEMENT	
	v, I have determined that no individuals associated with this equire the completion of this Form A.	organization meet
This Disclosure Form A	is submitted on behalf of the CONTRACTOR listed on the pr	evious page.
	Signature of Authorized Representative	Date

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for all bids.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative	Date

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership.

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

🗌 Yes 🗌 N	o 🗌 N/A	(Form A	disclosure(s)	established	100% ownership)
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SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Department of Human Rights Act 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 Title 44, Illinois Administrative Code, Section 750.120. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



Contract No. 61B09 DUPAGE County Section 12-00076-00-PV (Glen Ellyn) Project TE-M-4003(124) Route FAU 1409 (Crescent Boulevard) District 1 Construction Funds

PART I. IDENTIFICATION

Dept. of Human Rights # Duration of Project:

Name of Bidder:

PART II. WORKFORCE PROJECTION

A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract: TABLE A TABLE B

TOTAL Workforce Projection for Contract								CURRENT EMPLOYEES TO BE ASSIGNED										
				MINORITY EMPLOYEES TRAINEES							TO CONTRACT							
JOB CATEGORIES		TAL OYEES	BLACK H		HISP	HISPANIC		*OTHER MINOR.		APPREN- TICES		HE JOB INEES		TOTAL EMPLOYEES			MINORITY EMPLOYEES	
	М	F	Μ	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																		
TABLE C							FOF											
	OTAL Tra		ojectio	n for C	ontract				_			101	FOR DEPARTMENT USE ONLY					
EMPLOYEES	TO	TAL					*0	THER										

TOTAL Training Projection for Contract											
TO	TAL					*OTHER					
EMPLO	OYEES	BLA	٩CK	HISP	ANIC	MINOR.					
М	F	М	F	М	F	М	F				
	TO EMPLO M	TOTAL EMPLOYEES M F	TOTAL EMPLOYEES BLA M F M	TOTAL EMPLOYEES BLACK M F M F	TOTAL EMPLOYEES BLACK HISP M F M F M	TOTAL EMPLOYEES BLACK HISPANIC M F M F M F	TOTAL *OT EMPLOYEES BLACK HISPANIC MIN M F M F M F M M F M F M				

*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. 12/11/07)

Note: See instructions on page 2

Contract No. 61B09 DUPAGE County Section 12-00076-00-PV (Glen Ellyn) Project TE-M-4003(124) Route FAU 1409 (Crescent Boulevard) District 1 Construction Funds

PART II. WORKFORCE PROJECTION - continued

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

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

office or base of operation is located.

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____

Telephone Number _____

Address	

NOTICE REGARDING SIGNATURE					
	signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs ad only if revisions are required.				
Signature:	Title: Date:				
Instructions:	All tables must include subcontractor personnel in addition to prime contractor personnel.				
Table A -	Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.				
Table B -	Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.				
Table C -	Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.				

BC-1256 (Rev. 12/11/07)

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 _____
 - If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES _____ NO _____

Contract No. 61B09 DUPAGE County Section 12-00076-00-PV (Glen Ellyn) Project TE-M-4003(124) Route FAU 1409 (Crescent Boulevard) District 1 Construction Funds

PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Business Address	
	Firm Name	
	Ву	
(IF A CO-PARTNERSHIP)	Business Address	
		Name and Address of All Members of the Firm:
_		
	Corporate Name	
	Ву	Signature of Authorized Representative
(IF A CORPORATION)		Signature of Admon266 http://sonitative
		Typed or printed name and title of Authorized Representative
	A ttest	
	Allesi	Signature
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
(IF A JOINT VENTURE)	By	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	Signature
	Business Address	Ŭ
If more than two parties are in the joint venture r		



Return with Bid

Division of Highways Annual Proposal Bid Bond

This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on

and shall be valid until

11:59 PM (CDST).

KNOW ALL PERSONS BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the PRINCIPAL may submit bid proposal(s) to the STATE OF ILLINOIS, acting through the Department of Transportation, for various improvements published in the Transportation Bulletin during the effective term indicated above.

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

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

In TESTIMONY WHEREC caused this instrument to day of	DF, the said PRINCIPAL has be signed by its officer A.D., .	In TESTIMONY WHEREOF, th instrument to be signed by its o day of	ne said SURETY has caused this officer A.D., .	
day of	A.D.,	day of	^.U.,	
(Coi	mpany Name)	(Comp	any Name)	
Ву		Ву		
(S	ignature and Title)	(Signature of Attorney-in-Fact)		
Notary for PRINCIPAL		Notary for SURETY		
STATE OF		STATE OF		
Signed and attested before me on (date)		Signed and attested before me on (date)		
by		by		
(Name	of Notary Public)		Notary Public)	
(Seal)		(Seal)		
	(Signature of Notary Public)		(Signature of Notary Public)	
	(Date Commission Expires)		(Date Commission Expires)	

BDE 356A (Rev. 1/21/14)

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

Electronic Bid Bond ID #

Company/Bidder Name

Signature and Title

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



Division of Highways Proposal Bid Bond

Item No.

Letting Date

KNOW ALL PERSONS BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

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

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

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

	EREOF, the said PRINCIPAL has ent to be signed by its officer	In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer	
day of	A.D.,	day of A.D.,	
	(Company Name)	(Company Name)	
Ву		Ву	
	(Signature and Title)	(Signature of Attorney-in-Fact)	
Notary for PRINCIP	AL	Notary for SURETY	
STATE OF		STATE OF	
COUNTY OF		COUNTY OF	
Signed and attested before me on (date)		Signed and attested before me on (date) by	
(N	lame of Notary Public)	(Name of Notary Public)	
(Seal)		(Seal)	
	(Signature of Notary Public)	(Signature of Notary Public)	
	(Date Commission Expires)	(Date Commission Expires)	
proposal the Princip		d form, the Principal may file an Electronic Bid Bond. By signing the bond has been executed and the Principal and Surety are firmly	

bound unto the State of Illinois under the conditions of the bid bond as shown above.

Electronic Bid Bond ID #

Signature and Title



(1) Policy

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

(2) Obligation

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

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

(4) Assurance

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

Meets or exceeds contract award goals and has provided documented participation as follows:

Disadvantaged Business Participation _____ percent

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

Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation _____ percent

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

	Company	The "as read" Low Bidder is required to com	ply with the Special Provision.
Ву		Submit only one utilization plan for each pro submitted in accordance with the special pro	
Title		Bureau of Small Business Enterprises 2300 South Dirksen Parkway Springfield, Illinois 62764	Local Let Projects Submit forms to the Local Agency
Date			

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



DBE Participation Statement

Subcontractor Registration Number	Letting
Participation Statement	Item No.
(1) Instructions	Contract No.

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

(2) Work:

Please indicat	ie: J	I/V	Manufacturer	Supplier (60%)	Subcont	ractor	Trucking
Pay Item No.			Description		Quantity	Unit Price	Total
						Total	

(3) Partial Payment Items (For any of the above items which are partial pay items) Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount:

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement, with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Contractor 1 st Tier 2 nd Tier	Signature for DBE Firm1 st Tier2 nd Tier
Title	Title
Date	Date
Contact Person	Contact Person
Phone	Phone
Firm Name	Firm Name
Address	Address
City/State/Zip	City/State/Zip
	Ε
The Department of Typese dution is requesting disclosure of information that is reasonable to a	wC

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:	
Address:	
Phone No.	

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

Contract No. 61B09 DUPAGE County Section 12-00076-00-PV (Glen Ellyn) Project TE-M-4003(124) Route FAU 1409 (Crescent Boulevard) District 1 Construction Funds



SUBCONTRACTOR DOCUMENTATION

Public Acts 96-0795, 96-0920, and 97-0895 enacted substantial changes to the provisions of the Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors that entered into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Code and approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Illinois Department of Transportation's CPO upon request within 15 calendar days after execution of the subcontract.

Financial disclosures required pursuant to Sec. 50-35 of the Code must be submitted for all applicable subcontractors. The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Code. This Notice to Bidders includes a document incorporating all required subcontractor certifications and disclosures for use by the Contractor in compliance with this mandate. The document is entitled <u>State Required Ethical Standards Governing Subcontractors</u>.

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The CPO may terminate or void the contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.

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

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

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

B. Felons

Section 50-10. Felons.

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

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

C. Debt Delinguency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

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

 Name of Subcontracting Company

 Authorized Officer
 Date

SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 individual 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 individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form. **The current annual salary of the Governor is \$177,412.00**.

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. If a subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on the second page of Form A must be signed and dated by an individual that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

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

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

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

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

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

Yes No

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ____No ___
- 2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive
(i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?

Yes No

- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes ____No ___
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous 2 years.

Yes <u>No</u>

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ____No ___
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of of 100% of the annual salary of the Governor? Yes No ___
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?

Yes <u>No</u>

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

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

- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ____No ___
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ____No ___

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ____No ___
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes <u>No</u>

3 Communication Disclosure.

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

Name and address of person(s): _____

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

t

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

ail Address	Fax Number (if available)
1	ail Address

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The SUBCONTRACTOR shall identify whether it has any pending contracts, subcontracts, including leases, bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes ____No ____ If "No" is checked, the subcontractor only needs to complete the signature box on this page.

2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive

information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Officer	Date

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

🗌 Yes	🗌 No	□ N/A (Form A disclosure(s) established 100% ownership)
-------	------	---

NOTICE TO BIDDERS



- TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.mApril 24, 2015. 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 10:00 a.m.
- 2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 61B09 DUPAGE County Section 12-00076-00-PV (Glen Ellyn) Project TE-M-4003(124) Route FAU 1409 (Crescent Boulevard) District 1 Construction Funds

Work consists of full depth pavement reconstruction, retaining walls, soldier pile retaining walls, storm sewer, construction of a fluted concrete barrier wall, sidewalks combination curb and gutter, water main, relocation of street lighting and pedestrian signals, pavement markings and landscaping, from Park Boulevard to Lake Road in the Village of Glen Ellyn.

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

By Order of the Illinois Department of Transportation

Randall S. Blankenhorn, Acting Secretary

CONTRACT 61B09

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-15)

SUPPLEMENTAL SPECIFICATIONS

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706	Impact Attenuators, Temporary	
707	Movable Traffic Barrier	
708	Temporary Water Filled Barrier	
730	Wood Sign Support	
780	Pavement Striping	
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1102	Hot-Mix Asphalt Equipment	
1103	Portland Cement Concrete Equipment	
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1106	Work Zone Traffic Control Devices	

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

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3		EEO	
4		Specific EEO Responsibilities Non Federal-Aid Contracts	
5		Required Provisions - State Contracts	
6		Asbestos Bearing Pad Removal	
7		Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	
8		Temporary Stream Crossings and In-Stream Work Pads	
9		Construction Layout Stakes Except for Bridges	
10	Х		
11		Use of Geotextile Fabric for Railroad Crossing	
12		Subsealing of Concrete Pavements	
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27		English Substitution of Metric Reinforcement Bars	
28		Calcium Chloride Accelerator for Portland Cement Concrete	
29		Reserved	
30		Quality Control of Concrete Mixtures at the Plant	
31		Quality Control/Quality Assurance of Concrete Mixtures	
32		Digital Terrain Modeling for Earthwork Calculations	
33		Pavement Marking Removal	
34		Preventive Maintenance – Bituminous Surface Treatment	
35		Preventive Maintenance – Cape Seal	
36		Preventive Maintenance – Micro-Surfacing	
37		Preventive Maintenance – Slurry Seal	
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LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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

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LRS 4		
LRS 5 Contract Claims		
LRS 6 Bidding Requirements and Conditions for Contract Proposals		
LRS 7 Bidding Requirements and Conditions for Material Proposals		
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GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: March 6, 2015 Letting

<u>Pg</u> #		File Name	Title	Effective	Revised
<u>#</u>					
	ļ	GBSP 4	Polymer Modified Portland Cement Mortar	June 7, 1994	July 26, 2013
		GBSP 12	Drainage System	June 10, 1994	Jan 1, 2007
		GBSP 13	High-Load Multi-Rotational Bearings	Oct 13, 1988	Oct 30, 2012
		GBSP 14	Jack and Remove Existing Bearings	April 20, 1994	Jan 1, 2007
		GBSP 15	Three Sided Precast Concrete Structure	July 12, 1994	Dec 29, 2014
		GBSP 16	Jacking Existing Superstructure	Jan 11, 1993	Jan 1, 2007
		GBSP 17	Bonded Preformed Joint Seal	July 12, 1994	Jan 1, 2007
		GBSP 18	Modular Expansion Joint	May 19, 1994	Dec 29, 2014
		GBSP 21	Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	May 18, 2011
		GBSP 25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	April 19, 2012
		GBSP 26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	April 30, 2010
		GBSP 28	Deck Slab Repair	May 15, 1995	Oct 15, 2011
		GBSP 29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995	Dec 29, 2014
		GBSP 30	Bridge Deck Latex Concrete Overlay	May 15, 1995	Dec 29, 2014
		GBSP 31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	Dec 29, 2014
		GBSP 32	Temporary Sheet Piling	Sept 2, 1994	Jan 31, 2012
		GBSP 33	Pedestrian Truss Superstructure	Jan 13, 1998	Dec 29, 2014
		GBSP 34	Concrete Wearing Surface	June 23, 1994	Feb 6, 2013
		GBSP 35	Silicone Bridge Joint Sealer	Aug 1, 1995	Oct 15, 2011
		GBSP 38	Mechanically Stabilized Earth Retaining Walls	Feb 3, 1999	Dec 29, 2014
		GBSP 42	Drilled Soldier Pile Retaining Wall	Sept 20, 2001	Jan 3, 2014
116	X	GBSP 43	Driven Soldier Pile Retaining Wall	Nov 13, 2002	Jan 3, 2014
		GBSP 44	Temporary Soil Retention System	Dec 30, 2002	May 11, 2009
		GBSP 45	Bridge Deck Thin Polymer Overlay	May 7, 1997	Feb 6, 2013
		GBSP 46	Geotextile Retaining Walls	Sept 19, 2003	July 26, 2013
120	X	GBSP 51	Pipe Underdrain for Structures	May 17, 2000	Jan 22, 2010
		GBSP 53	Structural Repair of Concrete	Mar 15, 2006	Aug 29, 2014
		GBSP 55	Erection of Curved Steel Structures	June 1, 2007	
		GBSP 56	Setting Piles in Rock	Nov 14, 1996	April 19, 2012
		GBSP 57	Temporary Mechanically Stabilized Earth Retaining Walls	Jan 6, 2003	Dec 29, 2014
		GBSP 59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	Jan 3, 2014
		GBSP 60	Containment and Disposal of Non-Lead Paint Cleaning Residues	Nov 25, 2004	Mar 6, 2009
		GBSP 61	Slipform Parapet	June 1, 2007	Dec 29, 2014
		GBSP 62	Concrete Deck Beams	June 13, 2008	Oct 9, 2009
		GBSP 64	Segmental Concrete Block Wall	Jan 7, 1999	Oct 30, 2012
		GBSP 65	Precast Modular Retaining Walls	Mar 19, 2001	Dec 29, 2014
		GBSP 67	Structural Assessment Reports for Contractor's Means and Methods	Mar 6, 2009	
		GBSP 70	Braced Excavation	Aug 9, 1995	May 18, 2011
		GBSP 71	Aggregate Column Ground Improvement	Jan 15, 2009	Oct 15, 2011

GBSP 72	Bridge Deck Fly Ash or GGBF Slag Concrete Overlay	Jan 18, 2011	Dec 29, 2014
GBSP 73	Cofferdams	Oct 15, 2011	
GBSP 74	Permanent Steel Sheet Piling (LRFD)	Jan 31, 2012	Aug 17, 2012
GBSP 75	Bond Breaker for Prestressed Concrete Bulb-T Beams	April 19, 2012	
GBSP 76	Granular Backfill for Structures	April 19, 2012	Oct 30, 2012
GBSP 77	Weep Hole Drains for Abutments, Wingwalls, Retaining Walls And Culverts	April 19, 2012	Oct 22, 2013
 GBSP 78	Bridge Deck Construction	Oct 22, 2013	April 18, 2014
 GBSP 79	Bridge Deck Grooving (Longitudinal)	Dec 29, 2013	April 10, 2014
GBSP 80	Fabric Reinforced Elastomeric	Aug 29, 2014	

LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW

The following Guide Bridge Special Provisions have been incorporated into the 2012 Standard Specifications:

File	Title	Std Spec
Name		Location
GBSP22	Cleaning and Painting New Metal Structures	506
GBSP36	Surface Preparation and Painting Req. for Weathering Steel	506
GBSP50	Removal of Existing Non-composite Bridge Decks	501
GBSP58	Mechanical Splicers	508
GBSP63	Demolition Plans for Removal of Existing Structures	501
GBSP68	Piling	512
GBSP69	Freeze-Thaw Aggregates for Concrete Superstructures Poured on Grade	1004

The following Guide Bridge Special Provisions have been discontinued or have been superseded:

File	Title	Disposition:
Name		
GBSP37	Underwater Structure Excavation Protection	Replaced by GBSP73
GBSP11	Permanent Steel Sheet Piling	Replaced by GBSP74
GBSP47	High Performance Concrete Structures	Discontinued
GBSP52	Porous Granular Embankment (Special)	Replaced by GBSP76
GBSP66	Wave Equation Analysis of Piles	Discontinued

INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

LR # LR SD12 LR SD13 LR 107-2 LR 107-4 LR 108 LR 109 LR 212 LR 355-1	<u>Pg #</u> 121	Special Provision Title Slab Movement Detection Device Required Cold Milled Surface Texture Railroad Protective Liability Insurance for Local Lettings Insurance Combination Bids Equipment Rental Rates Shaping Roadway Bituminous Stabilized Base Course, Road Mix or Traveling	Effective Nov. 11, 1984 Nov. 1, 1987 Mar. 1, 2005 Feb. 1, 2007 Jan. 1, 1994 Jan. 1, 2012 Aug. 1, 1969	Revised Jan. 1, 2007 Jan. 1, 2007 Jan. 1, 2006 Aug. 1, 2007 Mar. 1, 2005 Jan. 1, 2002
LR 355-2 LR 400-1 LR 400-2 LR 400-3 LR 400-4 LR 400-5 LR 400-6 LR 400-7 LR 402		Plant Mix Bituminous Stabilized Base Course, Plant Mix Bituminous Treated Earth Surface Bituminous Surface Plant Mix (Class B) Hot In-Place Recycling (HIR) – Surface Recycling Full-Depth Reclamation (FDR) with Emulsified Asphalt Cold In-Place Recycling (CIR) With Emulsified Asphalt Cold In Place Recycling (CIR) with Foamed Asphalt Full-Depth Reclamation (FDR) with Foamed Asphalt Full-Depth Reclamation (FDR) with Foamed Asphalt Salt Stabilized Surface Course	Oct. 1, 1973 Feb. 20, 1963 Jan. 1, 2007 Jan. 1, 2008 Jan. 1, 2012 Apr. 1, 2012 Apr. 1, 2012 June 1, 2012 June 1, 2012 Feb. 20, 1062	Jan. 1, 2007 Jan. 1, 2007 Apr. 1, 2012 Jun. 1, 2012 Jun. 1, 2012
LR 402 LR 403-1		Surface Profile Milling of Existing, Recycled or Reclaimed Flexible Pavement	Feb. 20, 1963 Apr. 1, 2012	Jan. 1, 2007 Jun. 1, 2012
LR 403-2 LR 406 LR 420 LR 442 LR 451 LR 503-1 LR 503-2 LR 542 LR 663 LR 702 LR 1000-1		Bituminous Hot Mix Sand Seal Coat Filling HMA Core Holes with Non-shrink Grout PCC Pavement (Special) Bituminous Patching Mixtures for Maintenance Use Crack Filling Bituminous Pavement with Fiber-Asphalt Furnishing Class SI Concrete Furnishing Class SI Concrete (Short Load) Pipe Culverts, Type (Furnished) Calcium Chloride Applied Construction and Maintenance Signs Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures	Aug. 1, 1969 Jan. 1, 2008 May 12, 1964 Jan. 1, 2004 Oct. 1, 1991 Oct. 1, 1973 Jan. 1, 1989 Sep. 1, 1964 Jun. 1, 1958 Jan. 1, 2004 Apr. 1, 2012	Jan. 1, 2007 Jun. 1, 2007 Jan. 1, 2007 Jan. 1, 2007 Jan. 1, 2002 Jan. 1, 2002 Jan. 1, 2007 Jan. 1, 2007 Jun. 1, 2007 Jun. 1, 2012
LR 1000-2 LR 1004 LR 1030 LR 1032-1 LR 1102		Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Foamed Asphalt Mix Design Procedures Coarse Aggregate for Bituminous Surface Treatment Growth Curve Emulsified Asphalts Road Mix or Traveling Plan Mix Equipment	June 1, 2012 Jan. 1, 2002 Mar. 1, 2008 Jan. 1, 2007 Jan. 1, 2007	Jan. 1, 2007 Jan. 1, 2010 Feb. 7, 2008

BDE SPECIAL PROVISIONS

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

File	Pg.		Special Provision Title	Effective	<u>Revised</u>
Name 80240		[About Crade Inlet Distantian		1 1 0010
80240 80099			Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80274			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80192			Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
80192	122	X	Automated Flagger Assistance Device	Jan. 1, 2008	1 0040
80241	122		Bituminous Materials Cost Adjustments Bridge Demolition Debris	Nov. 2, 2006	Aug. 1, 2013
50241			Building Removal-Case I (Non-Friable and Friable Asbestos)	July 1, 2009	Amil 1 0010
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491			Building Removal-Case II (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80310			Coated Galvanized Steel Conduit	Sept. 1, 1990	April 1, 2010
80341			Coilable Nonmetallic Conduit	Jan. 1, 2013 Aug. 1, 2014	Jan. 1, 2015
80198			Completion Date (via calendar days)	Aug. 1, 2014 April 1, 2008	Jan. 1, 2015
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
* 80293			Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5		April 1, 2015
00200			Feet	April 1, 2012	April 1, 2013
80294			Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of	April 1, 2012	April 1, 2014
		L	Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	I ,	· · · · · · · · · · · · · · · · · · ·
80311			Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
80334	125	X	Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	Aug. 1, 2014
80277			Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
80261	126	X	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80335	129	X	Contract Claims	April 1, 2014	
* 80029	130	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2015
* 80358	141	X	Equal Employment Oppurtunity	April 1, 2015	
80265	145	X	Friction Aggregate	Jan. 1, 2011	Nov. 1, 2014
80229	149	X	Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80329			Glare Screen	Jan. 1, 2014	
80304			Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	153	Х	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80322			Hot-Mix Asphalt – Mixture Design Composition and Volumetric	Nov. 1, 2013	Nov. 1, 2014
80323			Requirements	No. 4 0040	N. 4 0044
* 80347			Hot-Mix Asphalt – Mixture Design Verification and Production Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits –	Nov. 1, 2013	Nov. 1, 2014
00041			Jobsite Sampling	Nov. 1, 2014	April 1, 2015
80348	155	Х	Hot-Mix Asphalt – Prime Coat	Nov. 1, 2014	
80315			Insertion Lining of Culverts	Jan. 1, 2013	Nov. 1, 2013
80351			Light Tower	Jan. 1, 2015	- ,
80336		indolocitismeren librales	Longitudinal Joint and Crack Patching	April 1, 2014	
* 80324			LRFD Pipe Culvert Burial Tables	Nov. 1, 2013	April 1, 2015
* 80325	160	Х	LRFD Storm Sewer Burial Tables	Nov. 1, 2013	April 1, 2015
80045			Material Transfer Device	June 15, 1999	Aug. 1, 2014
80342	170	Х	Mechanical Side Tie Bar Inserter	Aug. 1, 2014	Jan. 1, 2015
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80337			Paved Shoulder Removal	April 1, 2014	
80349			Pavement Marking Blackout Tape	Nov. 1, 2014	
80298			Pavement Marking Tape Type IV	April 1, 2012	
80254	172	X	Pavement Patching	Jan. 1, 2010	
80352	173	X	Pavement Striping - Symbols	Jan. 1, 2015	
* 80359			Portland Cement Concrete Bridge Deck Curing	April 1, 2015	

<u>File</u> Name	Pg.		Special Provision Title	Effective	<u>Revised</u>
* 80353			Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2015
80338			Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80343			Precast Concrete Handhole	Aug. 1, 2014	
80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
80328	174	X	Progress Payments	Nov. 2, 2013	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	175	Х	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306			Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 2, 2015
80350	177	X	Retroreflective Sheeting for Highway Signs	Nov. 1, 2014	
80327	179	X	Reinforcement Bars	Nov. 1, 2013	
80344	1000 XXX 400 XXX 400 XXXX		Rigid Metal Conduit	Aug. 1, 2014	
* 80354	181	X	Sidewalk, Corner, or Crosswalk Closure	Jan. 1, 2015	April 1, 2015
80340			Speed Display Trailer	April 2, 2014	
80127	182	Х	Steel Cost Adjustment	April 2, 2004	April 1, 2009
80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80355			Temporary Concrete Barrier	Jan. 1, 2015	
80301			Tracking the Use of Pesticides	Aug. 1, 2012	
80356			Traffic Barrier Terminals Type 6 or 6B	Jan. 1, 2015	
20338	186	Х	Training Special Provisions	Oct. 15, 1975	
80318			Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
* 80345			Underpass Luminaire	Aug. 1, 2014	April 1, 2015
80357			Urban Half Road Closure with Mountable Median	Jan. 1, 2015	
* 80346			Waterway Obstruction Warning Luminaire	Aug. 1, 2014	April 1, 2015
80288	189	Х	Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2014
* 80302	191	X	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071]	Working Days	Jan. 1, 2002	

The following special provisions are in the 2015 Supplemental Specifications and Recurring Special Provisions:

<u>File</u> Name	Special Provision Title	New Location	Effective	<u>Revised</u>
80292	Coarse Aggregate in Bridge Approach Slabs/Footings	Articles 1004.01(b) and 1004.02(f)	April 1, 2012	April 1, 2013
80303	Granular Materials	Articles 1003.04, 1003.04(c), and 1004.05(c)	Nov. 1, 2012	
80330	Pavement Marking for Bike Symbol	Article 780.14	Jan. 1, 2014	
80331	Payrolls and Payroll Records	Recurring CS #1 and #5	Jan. 1, 2014	
80332	Portland Cement Concrete – Curing of Abutments and Piers	Article 1020.13	Jan. 1, 2014	
80326	Portland Cement Concrete Equipment	Article 1103.03(a)(5)	Nov. 1, 2013	
80281	Quality Control/Quality Assurance of Concrete Mixtures	Recurring CS #31	Jan. 1, 2012	Jan. 1, 2014
80283	Removal and Disposal of Regulated Substances	Articles 669.01, 669.08, 669.09, 669.09, 669.14, and 669.16	Jan. 1, 2012	Nov. 2, 2012
80319	Removal and Disposal of Surplus Materials	Article 202.03	Nov. 2, 2012	
80307	Seeding	Article 250.07	Nov. 1, 2012	
80339	Stabilized Subbase	Article 312.06	April 1, 2014	
80333	Traffic Control Setup and Removal Freeway/Expressway	Articles 701.18(I) and 701.19(a)	Jan. 1, 2014	

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

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation

- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
 - Working Days

Crescent Boulevard Section 12-00076-00-PV DuPage County Contract 61B09

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SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD); and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids; and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Crescent Boulevard in Glen Ellyn, DuPage 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 OF IMPROVEMENTS

The project is located in the Village of Glen Ellyn in DuPage County on Crescent Boulevard between Park Boulevard to Lake Road. The improvement begins east of the Park Boulevard and Crescent Boulevard intersection at Station 103+36.76 and extends northeasternly to west of the Lake Road and Crescent Boulevard intersection at Station 119+58.83. The project is located in Township 39N and Range 10E. The net and gross length is 166 feet (0.30 miles).

DESCRIPTION OF IMPROVEMENTS

The work consists of the pavement reconstruction PCC jointed concrete pavement, construction of retaining walls, soldier pile retaining walls with form liner, erosion control, storm sewer, water main, earthwork, signing, pavement removal, maintenance of traffic, traffic control, relocation of existing street lighting, relocation of existing pedestrian signals, pavement marking, landscaping, irrigation, and utility structure adjustments.

MAINTENANCE OF ROADWAYS

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

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

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

COMPLETION DATE PLUS WORKING DAYS

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

Revise Article 108.05 (b) of the Standard Specifications as follows:

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, <u>August 22, 2015</u> except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within <u>5</u> working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the completion date and the number of working days.

STATUS OF UTILITIES TO BE ADJUSTED

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

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

Name of Utility	Туре	Location	Estimated Duration for Start and Completion of Relocation or Adjustments
Village of Glen Ellyn Glen Ellyn Public Works Department 30 South Lambert Road Glen Ellyn, IL 60137 630-547-5514	Watermain	Various Hydrant Relocations Water Main replace from station 116+50 to 120+00.	Work is included in the contract and an estimated 15 days is needed to complete the work
Village of Glen Ellyn Glen Ellyn Public Works Department 30 South Lambert Road	Sanitary Sewer	Park ROW	No adjustments identified

Glen Ellyn, IL 60137 630-547-5514

Name of Utility	Туре	Location	Estimated Dates for Start and Completion of Relocation or Adjustments
Nicor Gas Engineering Department 1844 Ferry Road Naperville, IL 60563 Attention: Connie Lane 630-338-3830 clane@agIresources.com	Gas main	North side of Crescent Boulevard	Nicor is anticipating starting the relocation of the line by February 2015 and be completed in March 2015.
ComEd Regional Engineering Glenbard 1-N 423 Swift Road Lombard, IL 60148 Attention: Cori Johnson 630-424-5154 Cori.Johnson@ComEd.com	Electric	North side of Crescent Boulevard	No adjustments identified
Comcast 688 Industrial Drive Elmhurst, Illinois 60126 Attention: Martha Gieras Phone: (630) 600-6352 martha_gieras@cable.comcast.com	Cable TV	South side of Crescent Boulevard	No adjustments identified
AT&T Osp Plng & Engrg Design 1000 Commerce Dr. Oak Brook, IL 60523 Attention: Nathan Shelton T - 630-673-6455 M- 630-272-6349 ns9854@att.com	Telephone	South side of Crescent Boulevard	No adjustments identified
Wide Open West 1030 National Parkway Schaumburg IL 60173 Attn. Chris Kasallis 630 523-1264 c_kasallis10@wideopenwest.com	Cable	South side of Crescent Boulevard	No adjustments identified

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

PUBLIC CONVENIENCE AND SAFETY (DIST 1)

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

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

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

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

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

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

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

PRE-CONSTRUCTION VIDEO LOG

The Contractor shall prepare pre-construction video documentation of all features in the areas affected by construction in the form of two color videos in DVD format. All video cameras, recorders, tapes, accessories and appurtenances shall be high quality DVD format equipment. Pre-construction video documentation shall consist of a series of high-resolution color audio-video digital images showing all areas affected by construction. All pertinent exterior and interior features within the construction's zone of influence shall be shown in sufficient detail to document its pre-construction condition. Features to be shown shall include but not be limited to pavements, curbs, driveways, sidewalks, retaining walls, buildings, landscaping, trees, shrubbery, fences, light posts, interior features and equipment, etc. View orientation shall be maintained by audio commentary on the audio track of each videotape to help explain what is being viewed.

The pre-construction videotaping shall be completed after the initial walkthrough and two copies of the DVDs submitted to the Village of Glen Ellyn before commencing with any construction activities, including material delivery. After delivery of the DVDs to the Village of Glen Ellyn, the work shall be paid for at the contract lump sum price for PRE-CONSTRUCTION VIDEO TAPING, which price shall be payment in full for labor, equipment and material necessary to complete the work as specified herein. The video recording must be professionally done by a competent and qualified person. The engineer shall determine if the recording meets the above requirements.

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

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

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

Reclaimed Asphalt Pavement (RAP) maybe blended with gravel, crushed gravel, crushed stone crushed concrete, crushed slag, chats, crushed sand stone or wet bottom boiler slag. The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". The RAP shall be uniformly graded and shall pass the 1.0 in. (25 mm) screen. When RAP is blended with any of the coarse aggregate listed above, the blending shall be done mechanically with calibrated feeders. The feeders shall have an accuracy of \pm 2.0 percent of the actual quantity of material delivered. The final blended product shall not contain more than 40 percent by weight RAP.

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

AGGREGATE SUBGRADE IMPROVEMENT (D-1)

Effective: February 22, 2012 Revised: November 1, 2014

Add the following Section to the Standard Specifications:

"SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

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

303.02 Materials. Materials shall be according to the following.

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

Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradations CS 01 or CS 02 but shall not exceed 40 percent of

the total product. The top size of the Coarse RAP shall be less than 4 in. (100 mm) and well graded.

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

Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".

303.03 Equipment. The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer.

303.04 Soil Preparation. The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.

303.05 Placing Aggregate. The maximum nominal lift thickness of aggregate gradations CS 01 or CS 02 shall be 24 in. (600 mm).

303.06 Capping Aggregate. The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When Reclaimed Asphalt Pavement (RAP) is used, it shall be crushed and screened where 100 percent is passing the 1 1/2 in. (37.5 mm) sieve and being well graded. RAP that has been fractionated to size will not be permitted for use in capping. Capping aggregate will not be required when the aggregate subgrade improvement is used as a cubic yard pay item for undercut applications. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.

303.07 Compaction. All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

303.08 Finishing and Maintenance of Aggregate Subgrade Improvement. The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

303.09 Method of Measurement. This work will be measured for payment according to Article 311.08.

303.10 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified.

Add the following to Section 1004 of the Standard Specifications:

"**1004.06 Coarse Aggregate for Aggregate Subgrade Improvement.** The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete.
- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
- (c) Gradation.
 - (1) The coarse aggregate gradation for total subgrade thicknesses of 12 in. (300 mm) or greater shall be CS 01 or CS 02.

Grad No.	COARSE AGGREGATE SUBGRADE GRADATIONS Sieve Size and Percent Passing									
	8" 6" 4" 2" #4									
CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20					
CS 02		100 80 ± 10 10 ± 20 ± 20 ± 20								

	COARSE	AGGREGAT	E SUBGRADE	GRADATION	IS (Metric)
Grad No.		Sieve Si	ze and Percen	t Passing	
	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 02		100	80 ± 10	25 ± 15	

(2) The 3 in. (75 mm) capping aggregate shall be gradation CA 6 or CA 10.

PCC PAVEMENT, SPECIAL

<u>Description:</u> This work shall consist of the construction of a colored concrete crosswalk and truck apron at the roundabout, as indicated on the plans. This work shall be in accordance with the appropriate articles of Section 420 of the Standard Specifications.

The Contractor shall match the staining that is used on the FLUTED KNEE WALL in this contract. The Contractor shall not begin work without written approval from the Engineer of the color to be used.

The concrete pavement, special shall also have a heavy brush finish.

Method of Measurement: This work shall be measured in place in square yards.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE PAVEMENT 8", SPECIAL.

SLIPFORM PAVING (D-1)

Effective: November 1, 2014

Revise Article 1020.04 Table 1, Note (5) of Standard Specifications to read:

"The slump range for slipform construction shall be 1/2 to 1 1/2 in."

Revise Article 1020.04 Table 1 (metric), Note (5) of Standard Specifications to read:

"The slump range for slipform construction shall be 13 to 40 mm."

CALCIUM ALUMINATE CEMENT (BMPR)

Effective: July 1, 2013

Revise Article 1001.01(e) to read:

"(e) Calcium Aluminate Cement. Calcium aluminate cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to AASHTO M 85, except the time of setting shall not apply. The chemical requirements shall be determined according to AASHTO T 105 and shall be as follows: minimum 37 percent aluminum oxide (AI2O3), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO3), maximum 1.75 percent loss on ignition, and maximum 7 percent insoluble residue."

HEAT OF HYDRATION CONTROL FOR CONCRETE STRUCTURES (D-1)

Effective: November 1, 2013

Article 1020.15 shall not apply.

HMA MIXTURE DESIGN REQUIREMENTS (D-1)

Effective: January 1, 2013 Revised: November 1, 2014

1) Design Composition and Volumetric Requirements

Revise the last sentence of the first paragraph of Article 312.05 of the Standard Specifications to read:

"The minimum compacted thickness of each lift shall be according to Article 406.06(d)."

Delete the minimum compacted lift thickness table in Article 312.05 of the Standard Specifications.

Revise the second paragraph of Article 355.02 of the Standard Specifications to read:

"The mixture composition used shall be IL-19.0."

Revise Article 355.05(a) of the Standard Specifications to read:

"(a) The top lift thickness shall be 2 1/4 in. (60 mm) for mixture composition IL-19.0."

Revise the Leveling Binder table and second paragraph of Article 406.05(c) of the Standard Specifications to read:

"Leveling Binder	
Nominal, Compacted, Leveling	Mixture Composition
Binder Thickness, in. (mm)	
≤ 1 1/4 (32)	IL-4.75, IL-9.5, or IL-9.5L
> 1 1/4 to 2 (32 to 50)	IL-9.5 or IL-9.5L

The density requirements of Article 406.07(c) shall apply for leveling binder, machine method, when the nominal compacted thickness is: 3/4 in. (19 mm) or greater for IL-4.75 mixtures; and 1 1/4 in. (32 mm) or greater for IL-9.5 and IL-9.5L mixtures."

"MINIMUM COMPACTED LIFT THICKNESS					
Mixture Composition Thickness, in. (mm)					
IL-4.75	3/4 (19)				
SMA-9.5, IL-9.5, IL-9.5L	1 1/2 (38)				
SMA-12.5	2 (50)				
IL-19.0, IL-19.0L	2 1/4 (57)"				

Revise the table in Article 406.06(d) of the Standard Specifications to read:

Revise the ninth paragraph of Article 406.14 of the Standard Specifications to read: "Test strip mixture will be evaluated at the contract unit price according to the following."

Revise Article 406.14(a) of the Standard Specifications to read:

"(a) If the HMA placed during the initial test strip is determined to be acceptable the mixture will be paid for at the contract unit price."

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

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

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

"(c) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF according to the Department's test results, the mixture shall be removed. Removal will be paid according to Article 109.04. This initial mixture will be paid for at the contract unit price. An additional test strip shall be constructed and the mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF."

Delete Article 406.14(d) of the Standard Specifications.

Delete Article 406.14(e) of the Standard Specifications.

Delete the last sentence of Article 407.06(c) of the Standard Specifications.

Revise Note 2. of Article 442.02 of the Standard Specifications to read:

"Note 2. The mixture composition of the HMA used shall be IL-19.0 binder, designed with the same Ndesign as that specified for the mainline pavement."

Delete the second paragraph of Article 482.02 of the Standard Specifications.

Revise the first sentence of the sixth paragraph of Article 482.05 of the Standard Specifications to read:

"When the mainline HMA binder and surface course mixture option is used on resurfacing projects, shoulder resurfacing widths of 6 ft (1.8 m) or less may be placed simultaneously with the adjacent traffic lane for both the binder and surface courses."

Revise the second sentence of the fourth paragraph of Article 601.04 of the Standard Specifications to read:

"The top 5 in. (125 mm) of the trench shall be backfilled with an IL-19.0L Low ESAL mixture meeting the requirements of Section 1030 and compacted to a density of not less than 90 percent of the theoretical density."

Revise the second sentence of the fifth paragraph of Article 601.04 of the Standard Specifications to read:

"The top 8 in. (200 mm) of the trench shall be backfilled with an IL-19.0L Low ESAL mixture meeting the requirements of Section 1030 and compacted to a density of not less than 90 percent of the theoretical density."

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

"(c) Gradation. The fine aggregate gradation for all HMA shall be FA 1, FA 2, FA 20, FA 21, or FA 22. The fine aggregate gradation for SMA shall be FA/FM 20.

For mixture IL-4.75 and surface mixtures with an Ndesign = 90, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag meeting the FA 20 gradation.

For mixture IL-19.0, Ndesign = 90 the fine aggregate fraction shall consist of at least 67 percent manufactured sand meeting FA 20 or FA 22 gradation. For mixture IL-19.0, Ndesign = 50 or 70 the fine aggregate fraction shall consist of at least 50 percent manufactured sand meeting FA 20 or FA 22 gradation. The manufactured sand shall be stone sand, slag sand, steel slag sand, or combinations thereof.

Gradation FA 1, FA 2, or FA 3 shall be used when required for prime coat aggregate application for HMA."

Delete the last sentence of the first paragraph of Article 1004.03(b) of the Standard Specifications.

"Use	Size/Application	Gradation No.
Class A-1, 2, & 3	3/8 in. (10 mm) Seal	CA 16
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & 3	Cover	CA 14
HMA High ESAL	IL-19.0	CA 11 ^{1/}
	IL-9.5	CA 16, CA 13 ^{3/}
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
	IL-9.5L	CA 16
	Stabilized Subbase	
	or Shoulders	
SMA ^{2/}	1/2 in. (12.5mm)	CA13 ^{3/} , CA14 or CA16
	Binder & Surface	
	IL 9.5	CA16, CA 13 ^{3/}
	Surface	

Revise the table in Article 1004.03(c) of the Standard Specifications to read:

1/ CA 16 or CA 13 may be blended with the gradations listed.

- 2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.
- 3/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.

Revise Article 1004.03(e) of the Supplemental Specifications to read:

"(e) Absorption. For SMA the coarse aggregate shall also have water absorption \leq 2.0 percent."

Revise the nomenclature table in Article 1030.01 of the Standard Specifications to read:

"High ESAL	IL-19.0 binder;
	IL-9.5 surface; IL-4.75; SMA-12.5,
	SMA-9.5
Low ESAL	IL-19.0L binder; IL-9.5L surface;
	Stabilized Subbase (HMA) ^{1/} ;
	HMA Shoulders ^{2/}

1/ Uses 19.0L binder mix.

2/ Uses 19.0L for lower lifts and 9.5L for surface lift."

Revise Article 1030.02 of the Standard Specifications and Supplemental Specifications to read:

"1030.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	
(b) Fine Aggregate	
(c) RAP Material	
(d) Mineral Filler	
(e) Hydrated Lime	
(f) Slaked Quicklime (Note 1)	
(g) Performance Graded Asphalt Binder (Note 2)	
(h) Fibers (Note 3)	
(i) Warm Mix Asphalt (WMA) Technologies (Note 4)	

Note 1. Slaked quicklime shall be according to ASTM C 5.

Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be an Elvaloy or SBS PG 76-22 for IL-4.75, except where modified herein. The elastic recovery shall be a minimum of 80.

Note 3. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS)

may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 4. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, "Warm Mix Asphalt Technologies"."

Revise Article 1030.04(a)(1) of the Standard Specifications and the Supplemental Specifications to read:

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

Sieve	IL-19.0 mm SMA 47 SMA 47		/A ^{4/}	IL-9.	5 mm	IL-4.75 mm				
Size				IL-12.5 mm IL-9.5 mm						
	min	max	min	max	min	max	min	max	min	ma
1 1/2 in	1					1				
(37.5 mm)										
1 in.				+						
(25 mm)		100								
3/4 in.		100		100			+			
(19 mm)	90	100								
1/2 in.	75	89	80	100	1	100		100		10
(12.5 mm)		03						100		
3/8 in.				65	90	100	90	100		10
(9.5 mm)								100		
#4	10	60	20	30	36	50	24	60	90	10
(4.75 mm)	40	60					34	69		
#8	20	42	16	24 ^{5/}	16	325/	34 6/	52 ^{2/}	70	90
(2.36 mm)	20	-+2					J.+	32		
#16	15	30					10	32	50	65
(1.18 mm)	51	20					1.0	26		
#30			12	16	12	18				
(600 µm)										
#50		15					4	15	15	30
(300 µm)	6	15					~+	C1		
#100							3	10	10	18
(150 µm)	4	9					3	10		
#200	3	6	7.0	9.0 ^{3/}	7.5	9.5 ^{3/}	4	6	7	9 ³
(75 µm)							+	0		

Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0
High ESAL, N	IIXTURI	E COMI	POSITIO] DN (% F	PASSIN	G) ¹⁷	J	4	1	. I
Sieve	IL-19	IL-19.0 mm		4/	SMA	4/	IL-9.5	5 mm	IL-4.	75 mm
Size			IL-12	.5 mm	IL-9.5	5 mm				
	min	ma x	min	ma x	min	ma x	min	ma x	min	ma x
1 1/2 in (37.5 mm)								1		
1 in. (25 mm)		100								
3/4 in. (19 mm)	90	100		100						
1/2 in. (12.5 mm)	75	89	80	100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	90	100
#8 (2.36 mm)	20	42	16	24 5/	16	325/	34 6/	52 2/	70	90
#16 (1.18 mm)	15	30					10	32	50	65
#30 (600 μm)			12	16	12	18				
#50 (300 μm)	6	15					4	15	15	30
#100 (150 μm)	4	9					3	10	10	18
#200 (75 μm)	3	6	7.0	9.0 3/	7.5	9.5 3/	4	6	7	9 3/
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.

- 4/ The maximum percent passing the #635 (20 μ m) sieve shall be \leq 3 percent.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 6/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

Delete Article 1030.04(a)(3) of the Standard Specifications.

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

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

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

VOLUMETRIC REQUIREMENTS High ESAL					
Voids in the Mineral Aggregate (VMA), % minimum				Voids Filled with Asphalt Binder	
Ndesign	IL-4.75 ^{1/}			(VFA),	
	IL-19.0	IL-9.5		%	
50			18.5	65 – 78 ^{2/}	
70	13.5	15.0		65 - 75	
90	10.0	10.0		00 - 70	

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

Revise the table in Article 1030.04(b)(2) of the Standard Specifications to read:

"VOLUMETRIC REQUIREMENTS Low ESAL				
Mixture	VFA (Voids			
Composition	Compactive	Air Voids	in the	Filled with
	Effort	Target %	Mineral	Asphalt
			Aggregate),	Binder),
			% min.	%
IL-9.5L	N _{DES} = 30	4.0	15.0	65-78
IL-19.0L	N _{DES} =30	4.0	13.5	N/A"

Replace Article 1030.04(b)(3) of the Standard Specifications with the following:

"(3) SMA Mixtures.

Volumetric Requirements SMA ^{1/}				
Ndesign	Design Air Voids Target %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %	
80 ^{4/}	3.5	17.0 ^{2/} 16.0 ^{3/}	75 - 83	

- 1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.
- 2/ Applies when specific gravity of coarse aggregate is \geq 2.760.
- 3/ Applies when specific gravity of coarse aggregate is < 2.760.
- 4/ Blending of different types of aggregate will not be permitted.. For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

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

Delete Article 1030.04(b)(5) from the Supplemental Specifications.

Delete last sentence of the second paragraph of Article 1102.01(a) (13) a.

Add to second paragraph in Article 1102.01 (a) (13) a.:

"As an option, collected bag-house dust may be used in lieu of manufactured mineral filler, provided; 1) there is enough available for the production of the SMA mix for the entire project and 2) a mix design was prepared with collected bag-house dust."

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

F		
	Frequency of Tests	Test Method
		See Manual of
"Parameter	High ESAL Mixture	Test Procedures
	Low ESAL Mixture	for Materials
Aggregate		
Gradation	1 washed ignition	Illinois
	oven test on the mix	Procedure
	per half day of	
	production	
% passing sieves:		
1/2 in. (12.5 mm),	Note 3.	
No. 4 (4.75 mm),		
No. 8 (2.36 mm),		
No. 30 (600 µm)		
No. 200 (75 µm)		
Asphalt Binder		
Content by Ignition	1 per half day of	Illinois-Modified
Oven	production	AASHTO T 308
Note 1.		
VMA	Day's production	Illinois-Modified
	≥ 1200 tons:	AASHTO R 35
Note 2.		
	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)	

r	·	
	Frequency of Tests	Test Method
		See Manual of
"Parameter	High ESAL Mixture	Test Procedures
	Low ESAL Mixture	for Materials
Air Voids	Day's production	
	≥ 1200 tons:	
Bulk Specific		Illinois-Modified
Gravity	1 per half day of	AASHTO T 312
of Gyratory Sample	production	
Note 4.	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)	
	Day's production	
Maximum Specific	\geq 1200 tons:	Illinois-Modified
Gravity of Mixture	= 1200 (0113.	AASHTO T 209
Oravity of winture	1 per half day of	AGIII 0 1 200
	production	
	production	
	Deule meduation	
	Day's production	
	< 1200 tons:	
	d non holf day of	
	1 per half day of	
	production for first	
	2 days and 1 per	
	day thereafter (first	
	sample of the day)	

Note 1. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 2. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design.

Note 3. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident.

Note 4. The WMA compaction temperature for mixture volumetric testing shall be 270 ± 5 °F (132 ± 3 °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be 270 ± 5 °F (132 ± 3 °C) if the mixture is not allowed to cool to room temperature. If the mixture is allowed to

cool to room temperature, it shall be reheated to standard HMA compaction temperatures."

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

"Parameter	High ESAL Mixture
	Low ESAL Mixture
Ratio	0.6 to 1.2
Dust/Asphalt Binder	0.0101.2
Moisture	0.3 %"

Revise the Article 1030.05(d)(4) of the Supplemental Specifications to read:

"(4) Control Limits. Target values shall be determined by applying adjustment factors to the AJMF where applicable. The target values shall be plotted on the control charts within the following control limits.

"CONTROL LIMITS						
	High ESAL		SMA		IL-4.75	
Parameter	Individual Test	Moving Avg. of 4	Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4
% Passing: ^{1/}						
1/2 in. (12.5 mm)	±6%	±4%	±6%	±4%		
3/8 in. (9.5mm)			±4%	±3%		
No. 4 (4.75 mm)	± 5 %	±4%	±5%	±4%		
No. 8 (2.36 mm)	± 5 %	±3%	±4%	±2%		
No. 16 (1.18 mm)			±4%	±2%	±4%	±3%
No. 30 (600 µm)	±4%	± 2.5 %	±4%	± 2.5 %		
Total Dust Content	± 1.5 %	± 1.0 %			± 1.5 %	± 1.0 %
No. 200 (75 µm)						
Asphalt Binder	± 0.3 %	± 0.2 %	± 0.2 %	± 0.1 %	± 0.3 %	± 0.2 %
Content						
Voids	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %
VMA	-0.7 % 2/	-0.5 % 2/	-0.7 % 2/	-0.5 % 2/	-0.7 % ^{2/}	-0.5 % ^{2/}

1/ Based on washed ignition oven

2/ Allowable limit below minimum design VMA requirement

DENSITY CONTROL LIMITS			
Mixture Composition	Parameter	Individual Test	
IL-4.75	Ndesign = 50	93.0 - 97.4 % ^{1/}	
IL-9.5	Ndesign = 90	92.0 - 96.0 %	
IL-9.5,IL-9.5L	Ndesign < 90	92.5 - 97.4 %	
IL-19.0	Ndesign = 90	93.0 - 96.0 %	
IL-19.0, IL-19.0L	Ndesign < 90	93.0 ^{2/} - 97.4 %	
SMA	Ndesign = 80	93.5 - 97.4 %	

1/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge.

2/ 92.0 % when placed as first lift on an unimproved subgrade."

Revise the table in Article 1030.05(d)(5) of the Supplemental Specifications to read:

"CONTROL CHART	High ESAL,	
REQUIREMENTS	Low ESAL, SMA	
	& IL-4.75	
	% Passing Sieves:	
	1/2 in. (12.5 mm) ^{2/}	
Gradation ^{1/3/}	No. 4 (4.75 mm)	
	No. 8 (2.36 mm)	
	No. 30 (600 µm)	
Total Dust Content ¹⁷	No. 200 (75 µm)	
	Asphalt Binder Content	
	Bulk Specific Gravity	
	Maximum Specific	
	Gravity of Mixture	
	Voids	
	Density	
	VMA	

- 1/ Based on washed ignition oven.
- 2/ Does not apply to IL-4.75.
- 3/ SMA also requires the 3/8 in. (9.5 mm) sieve."

Delete Article 1030.05(d)(6)a.1.(b.) of the Standard Specifications.

Delete Article 1030.06(b) of the Standard Specifications.

Delete Article 1102.01(e) of the Standard Specifications.

2) Design Verification and Production

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

<u>Mix Design Testing</u>. Add the following below the referenced AASHTO standards in Article 1030.04 of the Standard Specifications:

AASHTO T 324	Hamburg Wheel Test
AASHTO T 283	Tensile Strength Test

Add the following to Article 1030.04 of the Standard Specifications:

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

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

(1)Hamburg Wheel Test criteria. The maximum allowable rut depth shall be 0.5 in. (12.5 mm). The minimum number of wheel passes at the 0.5 in. (12.5 mm) rut depth criteria shall be based on the high temperature binder grade of the mix as specified in the mix requirements table of the plans.

Illinois Modified AASHTO T 324 Requirements ^{1/}

Asphalt Binder Grade	# Repetitions	Max Rut Depth (mm)	
		1	

PG 70 -XX (or higher)	20,000	12.5	
PG 64 -XX (or lower)	10,000	12.5	

1/ When produced at temperatures of 275 ± 5 °F (135 ± 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions. For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000 repetitions.

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

Production Testing. Revise Article 1030.06(a) of the Standard Specifications to read:

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

Before start-up, target values shall be determined by applying gradation correction factors to the JMF when applicable. These correction factors shall be determined from previous experience. The target values, when approved by the Engineer, shall be used to control HMA production. Plant settings and control charts shall be set according to target values.

Before constructing the test strip, target values shall be determined by applying gradation correction factors to the JMF when applicable. After any JMF adjustment, the JMF shall become the Adjusted Job Mix Formula (AJMF). Upon completion of the first acceptable test strip, the JMF shall become the AJMF regardless of whether or not the JMF has been adjusted. If an adjustment/plant change is made, the Engineer may require a new test strip to be constructed. If the HMA placed during the initial test strip is determined to be unacceptable to remain in place by the Engineer, it shall be removed and replaced.

The limitations between the JMF and AJMF are as follows.

Parameter	Adjustment
1/2 in. (12.5 mm)	± 5.0 %
No. 4 (4.75 mm)	± 4.0 %
No. 8 (2.36 mm)	± 3.0 %
No. 30 (600 µm)	*
No. 200 (75 μm)	*
Asphalt Binder	± 0.3 %
Content	

* In no case shall the target for the amount passing be greater than the JMF.

Any adjustments outside the above limitations will require a new mix design.

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

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

The Department may conduct additional Hamburg Wheel tests on production material as determined by the Engineer."

Revise the title of Article 1030.06(b) of the Standard Specifications to read:

"(b) Low ESAL Mixtures."

Add the following to Article 1030.06 of the Standard Specifications:

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

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

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

Method of Measurement:

Add the following after the fourth paragraph of Article 406.13 (b):

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's G_{mb} ."

Basis of Payment.

Replace the seventh paragraph of Article 406.14 of the Standard Specifications with the following:

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

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

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (D-1)

Effective: November 1, 2012 Revise: January 2, 2015

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

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

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

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc...).
 - (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.
 - (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 inch single combined pass of surface/binder milling will be classified

as B quality. All millings from this application will be processed into FRAP as described previously.

- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

(b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall be sufficiently separated to prevent intermingling at the base. Each stockpile shall be signed indicating what type of RAS is present. However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of type 1 RAS with type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval. The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

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

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

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

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

- (b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.
 - (1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.
 - (2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Engineer will notify the Contractor of observed deficiencies.

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

Test Parameter	Acceptable Limits of Precision	
% Passing: ^{1/}	FRAP	RAS
1 / 2 in.	5.0%	
No. 4	5.0%	
No. 8	3.0%	4.0%
No. 30	2.0%	3.0%
No. 200	2.2%	2.5%
Asphalt Binder Content	0.3%	1.0%
G _{mm}	0.030	

1/ Based on washed extraction.

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

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

1031.05 Quality Designation of Aggregate in RAP and FRAP.

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

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

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

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

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

HMA Mixtures ^{1/2/}	Maximum % ABR		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified ^{3/}
30L	50	40	10
50	40	35	10
70	40	30	10
90	40	30	104/

Max Asphalt Binder Replacement for FRAP with RAS Combination

4.75 mm N-50	30
SMA N-80	20

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

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

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

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

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

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

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

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

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

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

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

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

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

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

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

production. The GTR modified asphalt binder shall meet the requirements of the following table.

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

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

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

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

"A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of \pm 0.40 percent."

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

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

Add the following note to 1030.02 of the Standard Specifications:

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

HOT MIX ASPHALT - QUANTITY CORRECTION (BMPR)

Effective: October 1, 2014 Revised: October 2, 2014

Revise the fifth paragraph of Article 406.13(b) of the Standard Specifications to read as follows:

"HMA and Stone Matrix Asphalt (SMA) mixture in excess of 103 percent of the quantity shown on the plans or the plan quantity as specified by the Engineer will not be measured for payment. The "adjusted quantity to be placed" and the "adjusted pay quantity" for HMA and SMA mixtures will be calculated as follows.

Adjusted Quantity To Be Placed = C x quantity shown on the plans or the plan quantity as specified by the Engineer

where: C = English: $C = \frac{G_{mb} \times 46.8}{U}$ Metric: $C = \frac{G_{mb} \times 24.99}{U}$

and where: G_{mb} = average bulk specific gravity from approved mix design U = unit weight of HMA shown on the plans in lb/sq yd/in. (kg/sq m/25 mm), used to estimate plan quantity 46.8 = English constant 24.99 = metric constant

Adjusted Pay Quantity (not to exceed 103 percent of the quantity shown on the plans or the plan quantity as specified by the Engineer) = B x HMA tons actually placed

where:
$$B = \frac{1}{C}$$

If project circumstances warrant a new mix design, the above equations shall be used to calculate the adjusted plan quantity and adjusted pay quantity for each mix design using its respective average bulk specific gravity."

DETECTABLE WARNINGS FOR SIDEWALK RAMPS

<u>Description</u>: This work shall consist of providing all labor, materials, tools, and equipment necessary to install cast-in-place detectable warnings with a truncated dome pattern. Detectable warnings shall be a prefabricated, cast-in-place system. Stamped concrete will not be allowed. The color shall be as close a match as possible to Federal Standard Color 30166, Brick Red, as identified using the color chart published by L. M. Scofield Company, or approved equivalent. Detectable warnings shall be cast-in-place systems manufactured by ADA Solutions (Cast in Place system) www.adatile.com, Armor Tile (Cast in Place systems), or approved equal. Contractor shall provide a sample of the proposed panel for inspection and approval by the Village prior to installation.

The detectable warning panels shall be installed according to the manufacturer's recommendations. The panels shall be cast into sidewalk meeting the requirements listed in the special provision PORTLAND CEMENT CONCRETE SIDEWALK.

The work will be done in coordination with Portland Cement Concrete Sidewalk where shown on the plans or as directed by the Engineer. Detectable warning panels must be installed across the entire width of the depressed curb, perpendicular to the direction of travel and per the standard details. At locations of curved ramps, additional areas may be required to achieve the required dimensions and direction of truncated dome pattern.

Construction shall conform to the requirements of Section 424 of the IDOT Standard Specifications except as modified herein.

Warning pattern will comply with all IDOT specifications.

This work will be paid for at the contract unit price per square foot of DETECTABLE WARNING, which price shall include all costs in full for materials, tools, labor, equipment and all work necessary to install the detectable warning panels per the plans and details.

Concrete sidewalk will be paid for separately as PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH.

FENCE REMOVAL

<u>Description</u>: This work consists of the removal and satisfactory disposal of existing fence at the locations shown on the plans or as directed by the Engineer. This work shall be performed in accordance with the applicable portions of Section 201 of the Standard Specifications and as herein specified.

<u>General:</u> The wood fence to be removed is approximately 5 feet in height with the posts set in concrete. Removal shall include posts, fittings, appurtenances, attachments and concrete

foundation. Any holes created by removal of the foundation shall be filled with clean earth fill to eliminate any hazard to the public.

Disposal of removed materials shall be in accordance with Article 202.03.

<u>Method of Measurement</u>: FENCE REMOVAL shall be measured in linear feet along the top of the fence.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per foot for FENCE REMOVAL, which price shall be payment in full for all labor, tools, equipment and materials necessary to remove and dispose of existing fence and restore the site as herein specified.

REMOVE EXISTING PARKING BLOCKS

<u>Description</u>: This work consists of the removal and satisfactory disposal of existing parking blocks at the locations shown on the plans or as directed by the Engineer. This work shall be performed in accordance with the applicable portions of Section 201 of the Standard Specifications and as herein specified.

<u>General:</u> The parking blocks are approximately 6 feet in length and anchored into the aggregate shoulder, or median surface. Removal shall include the units with the appurtenances and attachments. Disposal of removed materials shall be in accordance with Article 202.03.

<u>Method of Measurement</u>: REMOVE EXISTING PARKING BLOCKS shall be measured per each unit removed.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per each for REMOVE EXISTING PARKING BLOCKS, which price shall be payment in full for all labor, tools, equipment and materials necessary to remove and dispose of the blocks and restore the site as herein specified.

DELINEATOR REMOVAL

<u>Description</u>: This work consists of the removal and satisfactory disposal of existing traffic delineators at the locations shown on the plans or as directed by the Engineer. This work shall be performed in accordance with the applicable portions of Section 201 of the Standard Specifications and as herein specified.

The material shall become the property of the Contractor

Method of Measurement: DELINEATOR REMOVAL shall be measured per each unit removed.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per foot for DELINEATOR REMOVAL, which price shall be payment in full for all labor, equipment and materials necessary to remove and dispose of existing delineators.

TIMBER RETAINING WALL REMOVAL

<u>Description</u>: This work shall consist of the satisfactory removal of all or portions of existing wood retaining walls of all types at locations shown in the plans and as directed by the Engineer. This work shall be completed according to the applicable portions of Section 501 of the Standard Specifications and as noted herein.

The Contractor will be required to transport all removed material off the project site as specified in the applicable portions of Article 202.03 of the Standard Specifications.

<u>Method of Measurement</u>: This work shall be measured for payment in feet, along the base of the existing wall.

Basis of Payment: This work will be paid for at the contract unit price per foot for TIMBER RETAINING WALL REMOVAL

REMOVE WOOD POST

<u>Description</u>: This work shall consist of removing wood fence posts, including the concrete base, if present, at the locations indicated on the plans or as directed by the engineer. The holes remaining after removal shall be backfilled as directed by the Engineer.

The material shall become the property of the Contractor

Method of Measurement: This shall be measured per each unit removed.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per each for REMOVE WOOD POST

RETAINING WALL SPECIAL

<u>Description:</u> This work shall consist of constructing a concrete wall on to the lines, grades and details shown on the plans, according to Sections 502, 503, 637 and 1051 of the Standard Specifications, and as directed by the Engineer. This Work shall include all excavation, concrete, reinforcing steel, textured formed liner, staining, expansion joint filler, and protective coat.

Textured form liner on the front of the Wall shall conform to the Special Provision for Form Liner Textured Surface.

Staining on the front of the Wall shall conform to the Special Provision for Concrete Surface Color Treatment.

<u>Materials:</u> Materials shall meet the requirements of Section 1000 of the Standard Specifications, described herein and conform to Article 1040.25 of the Standard Specifications.

<u>Method of Measurement</u>. Retaining Wall Special will be measured for payment in feet, installed and accepted by the Engineer, measured along the top of wall from end to end.

Form Liner Textured Surface will not be measured for payment.

Staining will not be measured for payment

Basis of Payment. The work under this item will be paid for at the contract unit price per foot for RETAINING WALL SPECIAL, as indicated on the Plans, which payment shall constitute full compensation for all labor, materials, tools and equipment required for all concrete, reinforcing steel, form liner texturing, staining, expansion joint filler, protective coat; and other incidental items, as detailed in the plans, described herein and as directed by the Engineer.

FLUTED KNEE WALL

<u>Description:</u> This work shall consist of constructing a fluted concrete barrier wall on a concrete barrier base to the lines, grades and details shown on the plans, according to Sections 502, 503, 637 and 1051 of the Standard Specifications, and as directed by the Engineer. This Work shall include all concrete, reinforcing steel, textured formed liner, staining, expansion joint filler, and protective coat.

Textured form liner on the front and back face of the Fluted Knee Wall shall conform to the Special Provision for Form Liner Textured Surface.

Staining on the front and back face of the Fluted Wall shall conform to the Special Provision for Concrete Surface Color Treatment.

Fencing on the top of the Fluted Wall shall conform to the Special Provision for Ornamental Metal Fence, the Contractor must furnish all necessary bolts, nuts, latches, fittings, and, connections necessary to securely and rigidly install the fence. Color must be black. All materials to be the same color; black.

<u>Materials:</u> Materials shall meet the requirements of Section 1000 of the Standard Specifications, described herein and conform to Article 1040.25 of the Standard Specifications.

<u>Method of Measurement:</u> Fluted Knee Wall will be measured for payment in feet, installed and accepted by the Engineer, measured along the top of wall from end to end.

Form Liner Textured Surface will not be measured for payment.

Staining will not be measured for payment.

Fence will not be measured for payment.

<u>Basis of Payment</u>. The work under this item will be paid for at the contract unit price per foot for FLUTED KNEE WALL, as indicated on the Plans, which payment shall constitute full compensation for all labor, materials, tools and equipment required for all concrete, reinforcing steel, form liner texturing, staining, expansion joint filler, ornamental fencing, protective coat; and other incidental items, as detailed in the plans, described herein and as directed by the Engineer.

FORM LINER TEXTURED SURFACE

<u>Description</u>: This work consists of designing, developing, furnishing and installing form liner textured surface and forming concrete using reusable, high strength urethane and elastomeric form liners to achieve concrete treatment as shown on the Plans. Form liner textured surface shall be of the type specified at locations shown on the Plans or directed by the Engineer, and in accordance with the details shown in the Plans. This work shall also include furnishing and installing reveal and bevel strips.

<u>Materials:</u> Form liners shall be of high quality, highly reusable and capable of withstanding anticipated concrete pour pressures without causing leakage or physical defects. Forms for smooth surfaces shall be plastic coated to provide a smooth surface free of any impression or pattern. Reveals for the retaining walls shall be made of rubber material capable of reproducing the same quality texture with extended use on flat and curved surface.

Acceptable Form Liner Manufacturers for Fluted Knee Wall:

- 1. Custom Rock International (#5008 3" x 8" Smooth Brick (Round Mortar))
- 2. American Form liners (Brick Block 1509)
- 3. Scott System (128 Wire Cut Brick)
- 4. Approved Equal

Acceptable Form Liner Manufacturers for Retaining Wall Special and Soldier Pile wall:

- 1. Fitzgerald form liners (Pattern #17997)
- 2. Scott System (127A Split face stone)
- 3. Custom Rock International (#5000 8"x16" Split Face Block)
- 4. Approved Equal

Submittals

1. Shop drawings of the form liner texture surface shall be provided for each area of textured concrete and shall include the following:

- a. Individual form liner pattern descriptions, dimensions and sequencing of form liner sections, typical cross sections, joints, corners, joint locations, edge treatment and any other conditions.
- b. Elevation views and layouts showing the full height and length of the structure with each form liner outlined.
- 2. 24"x 24" minimum mockups of each texture and 24"x24" minimum mockups with all textures specified, adjacent to each other.
- 3. Mockup

<u>General Requirements:</u> Liners shall be attached to each other with flush seams and seams filled necessary to eliminate visible evidence of seams in cast concrete. Liner butt joints shall be blended into the pattern so as to create no vertical joints or reveals. Concrete pours shall be continuous form liner pattern fields. Finished textures shall be continuous without visual disruption and properly aligned over adjacent and multiple liner panels. After each use, liners shall be cleaned and visually inspected. Damaged liner shall be replaced when continued use or repair would diminish the aesthetics of the Work. At the end of the work, master molds and form liners shall be turned to the Owner, delivered at location designated by the Owner, for future use on other contracts.

<u>Method of Measurement</u>: This work will be measured for payment, complete in place, per square feet for FORM LINER TEXTURED SURFACE.

<u>Basis of Payment:</u> This work will be paid for at the Contract Unit Price per square feet for FORM LINER TEXTURED SURFACE which price includes furnishing and placing all material required, including all labor, equipment and incidentals necessary to complete the Work as herein specified.

Form liner for FLUTED KNEE WALL will not be measured for payment

Form liner for RETAINING WALL SPECIAL will not be measured for payment

CONCRETE SURFACE COLOR TREATMENT

<u>Description</u>: This work shall consist of furnishing and applying color stains to the exposed concrete surfaces. Color stain shall be of the type specified at locations and extents shown on the plans or directed by the Engineer, shall include those portions provided with a textured surface pattern produced through the use of a form liner, and in accordance with the details shown in the Plans.

<u>Materials:</u> The stain shall create a surface finish that is breathable (allowing water vapor transmission), and that resists deterioration from water, acid, alkali, fungi, sunlight, and/or

weathering. The stain shall be odor free and V.O.C. compliant. The stain shall meet the requirements for weathering resistance of 2000 hours accelerated exposure.

The color of the stains shall be approved by the Engineer. Any variation in the color or location of the proposed stain will not be allowed without prior written approval from the Engineer.

Acceptable Color Stain Manufacturers for Fluted Knee Wall:

- 1. Butterfield Color, Uni-Mix Integral Concrete Colorant
- 2. L. M. Scofield Co., Chromix P
- 3. Solomon Colors Inc., Dry Pigment Ready Mix
- 4. Approved Equal.

Acceptable Color Stain Manufacturers for for Retaining Wall Special and Soldier Pile wall:

- 1. Scofield C-20 Limestone
- 2. Butterfield SG-Buff
- 3. H&C Solid Color Stains and Sealers, neutral balance tan
- 4. Approved Equal.

Submittals

- 1. Contractor shall submit to the Engineer for approval evidence of the selected subcontractor's five years' experience applying color stains to concrete surfaces having textured surface patterns.
- 2. 24"x 24" minimum mockups of each texture and 24"x24" minimum mockups with all textures specified, adjacent to each other.
- 3. Mockup

<u>Construction Requirements:</u> The surfaces to be stained shall be structurally sound, clean, dry, and fully cured. The concrete shall be at least 30 days old prior to applying the stain. Curing agents must be removed a minimum of 14 days prior to staining to allow the concrete to dry out.

Temperature and relative humidity conditions shall meet the manufacturer's application instructions. Do not apply the stain under rainy conditions or within three (3) days after surfaces became wet from rainfall or other moisture. Do not apply when the weather is foggy or overcast.

The concrete surface shall be cleaned prior to applying the stain materials. The methods and materials used for cleaning the substrate shall be as recommended by the manufacturer of the water-repellent stain. The Contractor shall insure that the surface is free of latency, dirt, dust, grease, efflorescence, paint, or other foreign material. The Contractor shall not use sandblasting as a cleaning method. The preferred method to remove latency is pressure washing with water, at a minimum 3000 psi (3-4 gal/min), using fan nozzle. The nozzle should be positioned perpendicular to and at a distance of 1-2 feet from the concrete surface. The cleaned surface shall be free of blemished, discoloration, surface voids and unnatural form marks.

The stain shall be thoroughly mixed according to the manufacturer's directions using an air driven or other explosion-proof power mixer. Mix all containers thoroughly prior to application. Do not thin the material. Materials shall be applied at the rate as recommended by the manufacturer. Absorption rates may be increased or decreased depending upon the surface texture and porosity of the substrate so as to achieve even staining.

A test area of 10 square feet shall be prepared and the stain applied to the surface to verify the surface preparation, adhesion and color. Once the Engineer has approved the results from the test area, the application of the stain to the rest of the exposed surfaces may be completed.

Take precautions to ensure that workmen and work areas are adequately protected from fire and health hazards resulting from handling, mixing, and application of materials. Furnish all the necessary equipment to complete the work. Provide drop cloths and other forms of protection necessary to protect all adjoining work and surfaces to render them completely free of overspray and splash from the concrete stain work. Any surfaces, which have been damaged or splattered shall be cleaned, restored, or replaced to the satisfaction of the Engineer.

Assure staining is fully applied to the inset joints of the surface pattern.

Schedule the color stain application with earthwork and back-filling of any wall areas, making sure that the stain extends below final grade prior to back-filling. Delay adjacent plantings until color application is completed. Coordinate work to permit coloring applications without interference from other trades. Where exposed soil is adjacent which may splatter dirt or soil from the rainfall, or where surface may be subject to over-spray from other processes, provide temporary cover of completed work. Assure stain is kept off of pedestrian railing and railing post bases mounted to top of the walls.

<u>Method of Measurement</u>: The surfaces stained will be measured for payment, complete in place, per square feet for CONCRETE SURFACE COLOR TREATMENT.

<u>Basis of Payment</u>. This work will be paid for at the Contract Unit Price per square feet for CONCRETE SURFACE COLOR TREATMENT which price includes furnishing and placing all material required, including labor, equipment and incidentals necessary to complete the Work as herein specified.

Staining for FLUTED KNEE WALL will not be measured for payment

Staining for RETAINING WALL SPECIAL will not be measured for payment

ORNAMENTAL RAILING

<u>Description</u>: This work includes: designing, furnishing and installing metal railing at the new Concrete Steps; preparation, cleaning and painting of all metal work, and all related work, complete as shown on drawings and as specified.

Materials:

Steel Fencing Materials:

The commercial ornamental railing system shall conform to Ameristar Aegis Plus or Montage Plus, Majestic style, 3 rail, style manufactured by Ameristar Fence Products, Inc.

Steel material for fence framework (i.e. tubular pickets, rails and posts), when galvanized prior to forming, shall conform to the requirements of ASTM A924/A924M, with a minimum yield strength of 45,000 psi (310 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.60 oz/ft² (276 g/m²), Coating Designation G-60.

Material for fence pickets shall be 3/4" square x 17 Ga. tubing. The cross-sectional shape of the rails shall conform to the manufacturer's ForeRunner[™] double-wall design with outside cross-section dimensions of 1.50" square and a minimum thickness of 14 Ga. Picket holes in the ForeRunner rail shall be spaced 4.70" o.c. Picket retaining rods shall be 0.125" diameter galvanized steel. High quality PVC grommets shall be supplied to seal all picket-to-rail intersections. Fence posts shall be minimum 2" square x 12 ga.

Finish

The manufactured galvanized framework shall be subjected to thermal stratification coating process (high-temperature, in-line, multi-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of any epoxy base, and a separate electrostatic spray application of a polyester finish. The base coast shall be a thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils (0.0508mm). The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be Black.

<u>Method of Measurement</u>: This work will be measured for payment in place in feet. The length measured will be the overall length along the top longitudinal railing member through all posts and gaps.

Basis of Payment: This work will be paid for at the contract unit price per foot for ORNAMENTAL RAILING.

ORNAMENTAL METAL FENCE

<u>Description</u>: This work includes: designing, furnishing and installing ornamental metal fencing to the fluted knee wall; preparation, cleaning and painting of all metal work, and all related work, complete as shown on drawings and as specified.

Steel Fencing Materials:

The commercial ornamental railing system shall conform to Ameristar Aegis Plus, 3 rail, style manufactured by Ameristar Fence Products, Inc.

Steel material for fence framework (i.e. tubular pickets, rails and posts), when galvanized prior to forming, shall conform to the requirements of ASTM A924/A924M, with a minimum yield strength of 45,000 psi (310 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.60 oz/ft² (276 g/m²), Coating Designation G-60.

Material for fence pickets shall be 3/4" square x 17 Ga. tubing. The cross-sectional shape of the rails shall conform to the manufacturer's ForeRunner[™] double-wall design with outside cross-section dimensions of 1.50" square and a minimum thickness of 14 Ga. Picket holes in the ForeRunner rail shall be spaced 4.70" o.c. Picket retaining rods shall be 0.125" diameter galvanized steel. High quality PVC grommets shall be supplied to seal all picket-to-rail intersections. Fence posts shall be minimum 2" square x 12 ga.

Finish

The manufactured galvanized framework shall be subjected to thermal stratification coating process (high-temperature, in-line, multi-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of any epoxy base, and a separate electrostatic spray application of a polyester finish. The base coast shall be a thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils (0.0508mm). The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be Black.

Method of Measurement: ORNAMENTAL METAL FENCE will not be measured for payment.

CONCRETE STEPS

<u>Description:</u> This work shall consist of constructing new concrete stairs to the lines, grades and details shown on the plans, according to Sections 502, 503, and 1006 of the Standard Specifications, and as directed by the Engineer. This Work shall include all excavation, compacted fill material, concrete, reinforcing steel, and protective coat.

<u>Materials:</u> Materials shall meet the requirements of Section 1000 of the Standard Specifications. <u>Method of Measurement</u>. Concrete Steps will be measured for payment based on the plan dimensions for the steps and the volume computed in cubic yards of concrete.

Reinforcing steel will not be measured for payment.

Compacted backfill material will not be measured for payment

<u>Basis of Payment</u>. The work under this item will be paid for at the contract unit price per cubic yard for CONCRETE STEPS, as indicated on the Plans, which payment shall constitute full compensation for all labor, materials, tools and equipment required for all concrete, reinforcing steel, excavation, granular backfill material, protective coat; and other incidental items, as detailed in the plans, described herein and as directed by the Engineer.

CONCRETE REMOVAL (SPECIAL)

<u>Description</u>: This work shall consist of the satisfactory removal and subsequent replacement of a portion of the existing concrete step, the wall behind the railing, and the slab around the existing inlet to allow the installation of a new catch basin and ductile iron storm sewer pipe.

This work shall be completed according to the applicable portions of Section 501, 502 and 503 of the Standard Specifications and as noted herein.

The Contractor will be required to protect and maintain the existing handrails and restore them to their existing condition if the handrail is removed or damaged.

<u>Method of Measurement</u>: This work shall be measured for payment in place and the area computed in square yards.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per square yard for CONCRETE REMOVAL (SPECIAL) as indicated on the Plans, which payment shall constitute full compensation for all labor, materials, tools and equipment required for all concrete, reinforcing steel, excavation, protective coat; and other incidental items, as detailed in the plans, described herein and as directed by the Engineer.

CONCRETE STRUCTURE REPAIR

<u>Description</u>: This work shall consist of the satisfactory removal and subsequent reconstruction of the specified portions of the existing concrete wall. This work includes concrete removal, furnishing and installing drilled and grouted reinforcement bars, and placement of new concrete according to the details in the plans. The work also includes the removal, storage, modification and replacement of the existing railing on the wall. This work shall be completed according to

the applicable portions of Section 501, 503, 506, 508 and 584 of the Standard Specifications and as noted herein.

The portion of the wall to be reconstructed is shorter than the portion being removed due to the modified sidewalk geometry. Therefore the Contractor will be required to remove a portion of the existing handrail to fit the new wall prior to replacing it.

Grind smooth any areas where modification of the railing results in an uneven metal surface or burrs. When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color.

<u>Method of Measurement</u>: This work shall be measured for payment in place and the area computed in cubic feet of concrete removed.

Furnishing and placing reinforcement bars, drilling and grouting reinforcement bars, and furnishing and placement of new concrete will not be measured separately.

Removal, modification, storage, and replacement of the existing railing will not be measured separately.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per cubic foot for CONCRETE STRUCTURE REPAIR as indicated on the Plans, which payment shall constitute full compensation for all labor, materials, tools and equipment required for all concrete, reinforcing steel, excavation, granular backfill material, protective coat; and other incidental items, as detailed in the plans, described herein and as directed by the Engineer.

DRAINAGE STRUCTURES, SPECIAL

This work shall consist of construction of drainage structures in accordance with Section 602 of the "Standard Specification for Road and Bridge Construction" and per the drainage structure state standards, and as directed by the Engineer.

<u>Materials</u>: Standard Village manhole frame and cover is East Jordan Iron Works (EJIW) Catalog Number 1022-2 with Heavy Duty Solid Cover (minimum assembled weight of 300 lbs.) or approved equal. "VILLAGE OF GLEN ELLYN" and the word "STORM", "SANITARY" or "WATER", as appropriate, shall be cast in the cover in 2-inch raised letters. Sanitary manhole lid shall be a self-sealing solid lid with watertight gasket and concealed pickhole.

For most conditions, barrier-type curb, use EJIW 7000 with Type T1 Back and Type M1 Grate (Neenah R-3275). In depressed curb situations, use EJIW 7000 with Type M3 Flat Grate. For B-6.12 curb applications in PCC pavement, install per IDOT Standard BD-48 'PCC PAVEMENT ROUND OUTS AT CURB AND GUTTER' Details 'A', 'C' and 'D'.

Flat Slap Tops shall be provided when the depth is less than six (6) feet measured between the rim elevation and any invert elevation.

Method of Measurement: This work will be measured for payment in units of each, in place.

Basis of Payment: This work shall be paid for at the contract unit price per each installed for MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL, MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL, CATCH BASINS, TYPE A, 4'-DIAMETER, WITH SPECIAL FRAME AND GRATE, INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE

MANHOLES TYPE A, TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE

This work shall consist of construction of drainage structures with restrictor plates, in accordance with Section 602 of the "Standard Specification for Road and Bridge Construction" and as detailed in the plans, and as directed by the Engineer.

Structures shall be constructed with two type 1 frames with closed lids. Standard Village manhole frame and cover is East Jordan Iron Works (EJIW) Catalog Number 1022-2 with Heavy Duty Solid Cover (minimum assembled weight of 300 lbs.) or approved equal. "VILLAGE OF GLEN ELLYN" and the word "STORM" as appropriate, shall be cast in the cover in 2-inch raised letters. The openings shall be oriented as shown in the plans to allow access to either side of the restrictor plate. All frames and lids shall be non-rocking style.

Cut steel plate to fit and mount to manhole walls as shown on the plans. Grind steel to remove burs and create as a sharp edge.

Basis of Payment: This work shall be paid for at the contract unit price per each installed for MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE.

STORM SEWERS, RUBBER GASKET

This work shall be done in accordance with Section 550 of the Standard Specifications except as modified herein.

550.01 Description. Revise this Article to read:

'550.01 Description. This work shall consist of construction storm sewers of the required inside diameter with rubber gaskets and the necessary fittings.'

550.02 Materials. Add the following sentence to the end of this Article: 'Except as otherwise specified, reinforced concrete pipe shall conform to ASTM C-76.

The rubber gasketed (O-ring) joints shall be rubber ring gasket joint conforming to the requirements of ASTM Designation C-361 (latest revision) for Joints for Circular Concrete Sewer and Culvert Pipe, Using Flexible Watertight Rubber Gaskets. The bell and spigot or tongue and groove ends shall be formed on machine rings formed to ensure accurate joint surfaces and shall be stepped to accommodate a round compression type rubber gasket.

Rubber gasketed (O-ring) joints shall be extruded or molded in such a manner that any cross section with be dense, homogenous, and free of porosity, blisters, pitting and other imperfections. The gaskets shall be fabricated from a high grade rubber compound containing no reclaimed rubber. The basis polymer shall be natural rubber, synthetic rubber or a blend of both. The physical properties of the rubber gaskets and the permissible variations in dimensions shall conform to the requirements of those specified in the specifications for Rubber Gaskets, ASTM Designation C361.'

550.10 Basis of Payment: Revise the first paragraph of this Article to read:

550.02 Basis of Payment. This work will be paid for at the contract unit price per foot for STORM SEWERS, RUBBER GASKET, of the class, type, and diameter specified.

STORM SEWERS SPECIAL 8"

This work shall be done in accordance with Section 550 of the Standard Specifications except as modified herein.

550.01 Description. Revise this Article to read:

'550.01 Description. This work shall consist of construction ductile iron pipe storm sewers of the required inside diameter with rubber gaskets and the necessary fittings.'

550.02 Materials. Add the following sentence to the end of this Article: 'Except as otherwise specified, ductile iron pipe shall conform to ASTM A746.

The rubber gasketed (O-ring) joints shall be rubber ring gasket joint conforming to the requirements of AWWA C-111 (latest revision) for Rubber-Gasket Joints for Ductile Iron Pipe and Fittings. The bell and spigot or tongue and groove ends shall be formed on machine rings formed to ensure accurate joint surfaces and shall be stepped to accommodate a round compression type rubber gasket.

Rubber gasketed (O-ring) joints shall be extruded or molded in such a manner that any cross section with be dense, homogenous, and free of porosity, blisters, pitting and other imperfections. The gaskets shall be fabricated from a high grade rubber compound containing no reclaimed rubber. The basis polymer shall be natural rubber, synthetic rubber or a blend of both. The physical properties of the rubber gaskets and the permissible variations in dimensions shall conform to the requirements of those specified in the specifications for Rubber Gaskets.

550.10 Basis of Payment: Revise the first paragraph of this Article to read:

550.02 Basis of Payment. This work will be paid for at the contract unit price per foot for STORM SEWERS SPECIAL 8" type, and diameter specified.

STORM SEWER CONNECTION

This work shall consist of connecting proposed pipes to existing manholes or catch basins at the locations and elevations as shown on the plans. The work shall be performed in accordance with applicable portions of Sections 550 and 602 of the Standard Specifications.

Materials:

Materials for the pipe drains shall be in accordance with Section 602 and 1040 of the Standard Specifications.

Construction Requirements:

Excavation and backfill for connections to existing manholes or catch basins shall be in accordance with Section 550 of the Standard Specifications. A hole adequate to receive the new pipe shall be cored into the manhole or catch basin with proper coring equipment. The invert shall be brought into the existing manhole at the elevation shown on the Drawings. The downstream pipe in manholes shall be screened to prevent entry of mortar or other debris from entering the system. The connection shall be made watertight using concrete or equivalent method with approval of the Engineer.

After connection is made to a storm drain manhole and the mortar holding the pipe in place has set, cut the pipe off evenly so that no more than two inches (2") of pipe protrudes into the manhole and any screening shall be removed. Any mortar or other debris that has entered the existing manhole or catch basin as a result of the work shall be removed.

Method of Measurement:

This work will be measured for payment in units of each, in place.

Basis of Payment:

This work will be paid for at the Contract unit price per each for PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE.

PROPOSED MANHOLE/CATCH BASIN CONNECTION OVER EXISTING STORM SEWER

This work shall consist of placing a new catch basin over an existing storm sewer junction at the location as shown on the plans. The work shall be performed in accordance with applicable portions of Sections 550 and 602 of the Standard Specifications.

Materials:

Materials for the pipe drains shall be in accordance with Section 602 and 1040 of the Standard Specifications.

Construction Requirements:

Excavation and backfill for connections to existing sewer shall be in accordance with Section 550 of the Standard Specifications. Structure opening shall be pre-formed by the manufacturer or saw cut to fit the pipe outside diameter plus 6-inches. Opening to be filled around existing pipe with non-shrink grout. Wrap existing pip with neoprene gasket material prior to filling structure void.

Reinforced Concrete Sections shall be in accordance with ASTM C478 and barrel joints shall have rubber type gaskets in accordance with ASTM C-443. Construction of Proposed Catch Basin Connection over Existing Storm Sewer shall be in accordance to the detail provided in Contract Documents.

Method of Measurement:

This work will be measured for payment in units of each, of PROPOSED MANHOLE/CATCH BASIN CONNECTION OVER EXISTING STORM SEWER constructed in place.

Basis of Payment:

This work will be paid for at the Contract unit price per each for PROPOSED MANHOLE/CATCH BASIN CONNECTION OVER EXISTING STORM SEWER.

UNDERDRAIN CONNECTION TO STRUCTURE

This work shall consist of making a pipe underdrain connection to an existing catch basin or manhole as shown in the plans and as directed in Sections 601 of the Standard Specifications.

Construction Requirements:

The Contractor shall carefully core a hole into the existing drainage structure the same size as the external diameter of the proposed pipe underdrain, at the line and grade as shown on the plans. The protrusion of the proposed pipe underdrain into the drainage structure must not exceed one inch. After the pipe underdrain is installed, the drainage structure shall be mortared with a non-shrink concrete grout.

Method of Measurement:

This work will be measured for payment, in place, in units of each.

Basis of Payment:

This work shall be paid for at the contract unit price per each for UNDERDRAIN CONNECTION TO STRUCTURE.

PLUG EXISTING STORM SEWERS AND MANHOLES

Sewers to be abandoned and plugged shall have a bulkhead constructed at the limits of the pipe. Bulkheads shall be comprised of a cement based dry pack plug conforming to ASTM C1107, Grade B or C with a minimum thickness of 18-inches. The pipe shall be filled and additional grout installed over end of pipe to reduce groundwater access.

Structures with wall penetrations to be plugged shall use cement based dry pack plug conforming to ASTM C1107, Grade B or C. Wall penetration shall be completely filled to prevent groundwater access.

Basis of Payment. This work will be paid for at the contract unit price for each PLUG EXISTING STORM SEWER or PLUG PIPE PENETRATION. Materials and labor for plugging pipes and structures of sufficient quality and quantity shall be included in the cost for each PLUG EXISTING STORM SEWER OR PLUG PIPE PENETRATION.

PRECAST CONCRETE RISER

This work shall include constructing a concrete riser for the drainage structures located in the median.

<u>General Requirements:</u> Precast concrete riser grade rings shall comply with ASTM C 478 and must provide interlocking keyways on rings for stability. Joints between riser rings shall be filled with a double layer of plastic sealing compound for watertightness. Plastic sealing compound shall comply with Federal Specification SS-S-00210.

Precast concrete riser grade rings shall be provided in combination that when stacked on top the manhole cover slab they will provide the correct finished grade for the manhole casting and cover. Precast concrete riser grade rings will be considered as a separate item only for those structures located within the roadway median beneath the retaining wall foundation.

Basis of Payment. This work will be paid for at the contract unit price each for PRECAST CONCRETE RISERS.

STEEL CASING PIPE IN TRENCH, 24 INCH

STEEL CASING PIPE, 24-INCH in diameter shall be provided for crossings where separation cannot be achieved as required by the Recommended Standards for Water Works (10-State Standards). Steel casing pipe shall be of adequate length measured 10-ft out from outer edge of pipe on both sides of the contaminant pipe.

Casing chocks or spacers shall be used to aid in the installation and properly positioning of water main in the casing. Casing spacers shall have a bolt-on shell which is manufactured in 2-sections. Shell shall have an elatomeric liner to isolate shell from the water main and plastic runners shall be attached to the shell to support the water main from bottom of casing and maintain a clearance from the top of the casing. Shell shall be comprised of Type 304 stainless steel, liner of neoprene rubber and spacers of high density polyethylene (HDPE). Casing shock width shall be a minimum of 8-inches with spacing at 2 per full length section of water main pipe.

Basis of Payment. This work will be paid for at the contract unit price per foot for STEEL CASING PIPE IN TRENCH, 24 INCH. Materials and labor for providing casing in an open trench construction scenario with appropriate casing spacers for support shall be included in the cost per foot of STEEL CASING PIPE IN TRENCH, 24 INCH.

WATER MAIN QUALITY STORM SEWER

Water main quality storm sewer shall meet the requirements of ASTMD-2241 and the fittings shall meet the requirements of ASTM D-3212. Water main quality pipe as shown on the plans shall be installed in accordance with the Recommended Standards for Water Works (10-State

Standards) for separation from other utilities and in accordance with Article 550 of the Standard Specifications.

Where water main quality pipe is used it shall be constructed with a 2-ft horizontal separation and pressure tested to 30psi for one hour to assure watertightness before backfilling. Maximum allowable leakage is 0.1 gallon/hour per 1,000 feet per inch diameter.

Basis of Payment. This work will be paid for at the contract unit price per foot of STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12". Trench backfill will be paid for according to Article 208.04.

VIDEO INSPECTION OF STORM SEWER

<u>Description</u>. All proposed newly installed storm sewer to be constructed shall be inspected via closed circuit TV before acceptance. All testing of sanitary sewers shall be witnessed and approved by the Village before final acceptance. The entire length between manholes of sewer sections shall be televised

The Contractor shall submit one color digital record (in DVD format) of the sewer and 2 copies of the televising report to the Engineer, showing distance between manholes, location of service connections, direction of flow and direction of TV camera during televising. Viewing format shall be as directed by the Village.

Prior to televising, the Contractor shall flush and clean all sewers. If the sewers are found not to be clean during televising, the Contractor will be required to flush and clean and re-televise said sewers found not to be clean.

Unless otherwise specified, sewers must be straight between manholes. They may be tested for straightness by flashing a light from manhole to manhole, lamping, or by other suitable means.

The timing of the televising of sewers is of the utmost importance. No roadway work will be allowed until the video records have been viewed and accepted with the approval of the Engineer.

Basis of Payment. The cost of televising sewers shall be paid for at the contract unit price per foot for VIDEO INSPECTION OF STORM SEWER, which price shall include all materials, equipment and labor required for the successful televising of all sewer sections as described in these Specifications. If the inspected sewers are not acceptable, the problems found shall be repaired and the TV test repeated until deemed satisfactory by the Village and at no additional cost to the Village.

ADJUSTMENTS AND RECONSTRUCTIONS

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

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

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

"Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.05 to read:

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

Revise Article 603.06 to read:

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

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

Revise the first sentence of Article 603.07 to read:

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

DUCTILE IRON WATER MAIN

Water main shall be Ductile Iron Pipe, thickness class 52 or greater, cement lined and bituminous coated. Push-on joints shall have neoprene or synthetic rubber gaskets. All DIP water main and fittings to be encased in 8-mil polyethylene.

<u>Description:</u> This work shall consist of ductile iron water main pipe complete in place, including excavation; removal and disposal of waste excavated materials; protection, replacement, or repair of utilities; trench dewatering, including erosion and sedimentation control methods and devices to provide protection to environment from all pumping operations; installation of pipe; polyethylene wrapping of all pipe; bracing; bedding and covering of pipe; trench backfilling with and compaction of excavated materials; testing; disinfection; flushing; and finish grading; but not including backfilling with trench backfill material.

Restrained Joint Type (RJT) water main pipe shall be provided within 50-feet of all fittings as part of this pay item.

Sequence of Operations

As a rule the following sequence will be followed by the Contractor:

- a. Pipe laying
- b Cleaning and Flushing
- c. Pressure Testing
- d. Sterilization
- e. Bacteriological Testing
- f. Connection to Existing System
- g. Put Main in Service

Sewer Separation

Any water main constructed parallel to a sanitary sewer shall be separated in accordance with the Recommended Standards for Waterworks (10 State Standards). Water main shall be at least 10 feet, measured horizontally, from the edge of the sewer to the edge of the water main. Water main which crosses a sanitary sewer shall be separated by a distance of 18", measured from the outside of each pipe, at their closest points.

Disinfection

Disinfection shall consist of the following:

Flush thoroughly and disinfect in accordance with AWWA C651 before pressure testing and backfilling have been completed.

Disinfect by injecting a solution of calcium hypochlorite and water at a slow rate; concentration of solution shall provide minimum residual chlorine content of 25 ppm in water mains; system shall stand full of solution for not less than 24-hours.

Test to determine chlorine residual at pipe extremities; residual shall be not less than 10 ppm at end of 24-hour disinfection period.

Operate valves and hydrants in line to assure full disinfection. Repeat disinfection procedure if test indicates less than required residual. Thoroughly flush lines after disinfection and testing until extremities indicate same chlorine residual as supply water.

For connections to existing mains using tapping sleeve and valve; Thoroughly clean outside of existing main and inside sleeve and valve by swabbing or spraying with 1% hypochlorite solution.

After installing tapping sleeve and valve and before tapping existing main, place calcium hypochlorite inside sleeve and valve.

Place calcium hypochlorite around outside of valve and inside of fittings when making connections.

Take samples and submit 2 for bacteriological analysis on 2 successive days after disinfection of each section of new installation. If initial disinfection fails to produce satisfactory bacteriological results, main shall be re-chlorinated at no additional cost until satisfactory results are obtained. Do not place system into operation until test results of water samples are satisfactory.

Obtain permits for disinfection water discharge at no additional cost to the OWNER.

<u>Method of Measurement</u>. This work will be measured for payment in feet along the centerline of the pipe, and the measurement shall extend through fittings and valves.

Basis of Payment. This work will be paid for at the contract unit price per foot for WATER MAIN of the diameter specified.

ABANDON EXISTING WATER MAIN, FILL WITH CLSM

<u>Description.</u> This work shall be done in accordance with the Special Provisions for the ABANDON EXISTING WATER MAIN, FILL WITH CLSM. Where the plans call for the abandonment of water main of the diameter specified, the Contractor shall not proceed with the abandonment until the new water main is in place and operational by providing service to all previously associated customers. Contractor to schedule water service disruptions such that it minimizes disruption of service to utility customers. Customers shall receive a 24 hour notice

prior to any disruption of or temporarily shutting off service. Excavation, backfill, surface restoration and other related work shall be done in accordance with the conditions contain in other portions of these specifications.

Water main to be abandoned shall be physically separated from the functioning water main of the remaining part of the system as indicated on the plans or specified by the engineer. Water mains to be abandoned shall be abandoned in place by using mechanical devices manufactured specifically for capping or plugging the ends of the pipe completely. Mechanical joint plugs or mechanical joint caps with watertight gaskets must be installed at the termination points of the main to be abandoned. The Contractor shall cut and remove a sufficient amount of pipe to provide the physical gap previously discussed. The abandoned main shall be drained of all water prior to filling pipe with CLSM.

Water main to be abaonded shall be filled with flowable material or Controlled Low-Strength Material (CLSM) prior to capping and shall be in accordance with the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction Adopted January 1, 2012 and the latest edition of the Supplemental Specifications and Recurring Special Provisions.

Oversized mechanical joint caps or plugs may be necessary depending on the outside diameter of the existing water main pipe. The end cap shall be restrained against thrust from water pressure as necessary per the thrust restraint requirements provided in the plans.

Basis of Payment. This work shall be paid for at the contract unit price per lineal foot of water main to be abandoned as ABANDON EXISTING WATER MAIN, FILL WITH CLSM.

DUCTILE IRON WATER MAIN FITTINGS

<u>Description.</u> This work shall be done in accordance with the Special Provisions for the DUCTILE IRON WATER MAIN and shall consist of furnishing and installing restrained joint type water main fittings complete in place in the new water main, at locations indicated on the plans.

Basis of Payment. This work shall be paid for at the contract unit price per pound for DUCTILE IRON WATER MAIN FITTINGS as shown on the Drawings.

FIRE HYDRANTS

Fire Hydrants shall consist of Mueller Super Centurion 250, A-423 with two (2) 2-1/2" side ports and 4-1/2" nozzle. FIRE HYDRANT COMPLETE shall include the hydrant, auxiliary valve, valve box. Hydrants shall be in accordance with the following:

- 1. Attach auxiliary valve to hydrant with Swivel Anchor Pipe & Couplings (Fab Pipe, Inc).
- 2. Hydrant Connection: Flange Joint, 6-inch
- 3. Hose Nozzle Threads: National Standard
- 4. Length of Hydrant: Length shall include and be measured from the main water

service line suitable for 5-ft 6-inch trench depth.

- 5. Hydrant valve opening: 5-1/4"
- 6. Packing: O-ring
- 7. Direction of opening: Counterclockwise
- 8. Operating nut: National Standard 1-1/2" Pentagon
- 9. Exterior Paint: Shop painted and must comply with AWWA C502
- 10. Interior coating: Epoxy complying with AWWA C550Provide flanged and mechanical joint end auxiliary valve complete with valve box for each hydrant.

Tie Rods shall be provided for use with mechanical joint fittings. Fire hydrant installations shall require the use of a hydrant tee on the main line. Hydrant valve shall be bolted to the hydrant tee for all installations. Mechanical joint hydrant tee shall be ductile iron class 350 and shall be produced in accordance with ANSI/AWWA A21.53/C153 and ANSI/AWWA A21.11/C111 for joints and ANSI/AWWA A21.4/C-104 for cement lining in sizes 3" through 24". Hydrant tee mechanical joint nuts and bolts shall be ductile iron, high strength, low alloy steel per ANSI/AWWA A21.11/C-111.

New and existing hydrants to remain but adjusted shall be sandblasted and painted as specified herein.

Installing Hydrants

Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place except as required for proper movement and performance, and accurately located and aligned with other Work.

Obtain and distribute copies of manufacturer's printed instructions and recommendations if not a part of Submittals, containers, or packaging to parties involved in the installation, including a copy to Engineer and Resident Project Representative.

Maintain one complete set of instructions at the Site during installation and until completion. Handle, install, connect, clean, condition, and adjust products in accordance with such

instructions and in conformance with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.

Hydrants shall be set on a firm bed of undisturbed earth or stone backfill material which has been cut properly to grade. The grade ring of the hydrant shall be at the finished surface grade at the hydrant location, and the barrel of the hydrant shall be plumb within 1" from top to bottom. Set fire hydrant plumb and brace at locations and grades as shown on Drawings. Place 1-inch-thick piece of standard sidewalk expansion joint material around section of barrel when barrel of hydrant passes through concrete slab.

The shutoff gate for the hydrant, and a connecting piece of 6" water main between the hydrant and the gate valve, shall have been installed, connected to the hydrant lead, and suitably restrained against thrust per detail in plans. Care will be exercised that there is no misalignment between the pipe, valve and hydrant.

Place plastic, sheet metal, plywood, or other material approved by Project Manager on pumper nozzles of new or relocated fire hydrants installed on new water lines not in service. Remove indicators after new water line is tested and approved by Project Manager.

Thrust blocks are required on all hydrant tees as shown in the detail provided in the plans. If hydrant lateral is not restrained, contractor shall provide a thrust block behind hydrant shoe. Do not cover drain ports, bolts, or fittings when placing concrete thrust block.

Obtain Project Manager's approval in writing prior to installation of hydrants which require changes in bury depth due to obstructions not shown on Drawings. Unit price adjustments will not be allowed for changes in water line flow line or fire hydrant barrel length caused by obstructions.

Plug branch lines to valves and fire hydrants shown on Drawings to be removed. Removed fire hydrants shall not be designated for salvage and is to be disposed of offsite by the Contractor.

Apply coatings in strict accordance with manufacturer's recommendations. No requirements of this specification shall cancel or supersede written directions and recommendations of specific manufacturer so as to jeopardize integrity of applied system.

Remove and dispose of unsuitable materials and debris in accordance with local or State requirements.

Paint Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Municipality will allow Contractor (with prior permission granted) to barricade spaces in public parking areas, at the request of the Contractor ensure access to the hydrant for the Contractor and minimize any damage to vehicles. The Contractor must submit requests to the Municipality 36 hours in advance.

The Contractor shall remove all paint from fire hydrants leaving the entire metal surface of the hydrant exposed via high pressure air blasts using eco-friendly crushed glass media, or approved equal by the Public Works Director. Any pain remaining on the hydrant shall be removed using a wire brush. The hydrant caps are to remain on during the blasting process.

Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Municipality immediately.

Painting

All material shall be brought to the job site in the original sealed and labeled containers of the pain manufacturer and shall be subject to inspection by the Municipality. The CONTRACTOR shall submit to the Municipality, immediately upon complete of the job, certification from the pain manufacturer indicating that the quantity of each coating purchase was sufficient to coat all surfaces in accordance with the specifications and manufacturer's recommendations.

Immediately after the surface preparation is complete, one coat of primer paint shall be applied to all exposed metal surfaces of the hydrant. All peaks in the surface profile shall be thoroughly coated. Choice of primer will be determined by each individual Municipality. The Municipality shall choose one of the following primers: Rust-Oleum Professional High Performance Primer, Sherwin Williams Kem Bond HS white or gray, or Tnemec Series 37H Chem Prime HS Gray. The primer shall be applied per the manufacturer's specification for complete coverage.

After the primer coat has thoroughly dried, the CONTRACTOR shall apply a top coat to all surfaces to achieve a wet film thickness recommended by the manufacturer. Top coat color of the hydrant shall be 'SAFETY YELLOW' and shall be of one of the following; Rust-Oleum Professional High Performance Protective Enamel, Sherwin Williams Industrial Urethane Alkyd Enamel, Sherwin Williams Steel-Master 9500, or Tnemec Series 82HS-02SF Versatone.

A second top coat shall be applied after the manufacturer's recommended drying time to provide complete coverage.

Primer and paint thickness shall be applied according to manufacturer's minimum spreading rate per coat plus 1.0 mils. Wet film thickness shall be measured in accordance with current ASTM D4415-95 'Standard Practice for Measurement of Wet Film Thickness by Notched Gages'. Dry film thickness shall be measured in accordance with current SSPC PA2, 'Dry Paint Thickness with Magnetic Guages'. If the specified thickness is not obtained, an additional coat(s) of pain shall be applied.

Paint and primer shall be applied evenly to prevent drips. If paint or primer is applied using a spray method, the CONTRACTOR shall not spray hydrants on days when wind exceeds twenty (20) M.P.H., unless a protective enclosure is used.

The CONTRACTOR shall apply paint in strict accordance with the applicable manufacturer's printed data sheet and container label outlining minimum and maximum surface and air temperatures required for application. Paint shall not be applied to wet damp surfaces and shall not be applied in the rain, snow, fog or mist or when the relative humidity exceeds 85%.

No paint shall be applied when it is expected that the relative humidity will exceed 85% and/or the air temperature will drop below recommended levels within 12 hours after paint application. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until certain that the surfaces are dry.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or coat of paint, the contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat, top coat, or 2nd top coat of paint is dry to touch, the signage may be removed. Wet pain signage shall be approved by the Municipality before use.

Hydrant Removal

Where plans call for the removal of watermain/hydrant lead, the Contractor shall not proceed with the work until the new water main or hydrants are in operation and providing service. At no point shall existing hydrants be removed prior to the installation, testing and start of service of the proposed hydrants.

Hydrants which are removed shall be disposed of offsite at no additional cost to the OWNER. The plug shall extend at least one pipe diameter into the pipe. If the hydrant lead is connected to a water main which is to remain in service, the Contractor shall excavate the tee or connection at the main, cut out a portion of the hydrant lead and install a plug in the tee or connection. The plug shall be suitably restrained against thrust.

Disruption of service is not expected but should a disruption be anticipated, it shall be limited with all customers receiving a 24-hour notice prior to temporarily shutting off service. Excavation, backfill, surface restoration, and related work shall be done in accordance with the conditions contained in other portions of these specifications.

REMOVE FIRE HYDRANT AND VALVE ASSEMBLY shall be measured for each hydrant identified to be removed. The Village of Glen Ellyn reserves the right to salvage any hydrant and/or assembly. Contractor shall notify Glen Ellyn public works to request an inspection of the hydrants for salvage. Contractor responsible for disposal offsite at no additional cost if removed hydrants deemed not appropriate for salvage by the Village of Glen Ellyn.

Hydrant Adjustment

Where hydrants will be not be relocated but raised to grade, the hydrant adjustment shall consist of installing a suitable barrel and stem extension kit.

FIRE HYDRANTS TO BE ADJUSTED shall be measured by each location identified in the plans to be adjusted.

Cut and Cap Water main

Mechanical joint plugs or mechanical joint caps with watertight gaskets must be installed at the termination points of the water main to be removed. Oversized mechanical joint caps or plugs maybe required depending on the outside diameter of the existing water pipe.

For removal of pipe/hydrant lead, cutting and capping work and disposal of existing hydrants and valves, the Contractor shall excavate, remove, and dispose of the pipe as directed by the Engineer or as specified herein.

Plug branch lines to valves and fire hydrants shown on Drawings to be removed. Removed fire hydrants shall be inspected by Village personnel to determine if suitable for salvage, if not then hydrants shall be disposed of offsite by the Contractor.

<u>Method of Measurement:</u> Hydrants shall be measured by the unit each for each hydrant properly installed at the location shown on the plans. Payment shall be at the contract unit price each and shall be full compensation for cost of excavation, placing the hydrant assembly and auxiliary valve, adjusting to grade, painting, plugging drain hole, and installing thrust block or other restraint system.

Removing of hydrants shall be measured by the unit each for each hydrant removed and disposed of shall be at the contract unit price each and shall cover the cost of excavating and removing hydrant and valve (within 10 feet), cutting, abandoning or capping the hydrant lead at the main, and backfilling.

The pay item of CONNECTION TO EXISTING WATERMAIN of the diameter specified shall consist of non-pressure connections to existing water mains complete in place, including saw cutting, and removal and disposal of waste excavated materials; trench dewatering, including erosion and sedimentation control for discharge resulting from all pumping operations; protection, replacement, or repair of utilities; removal of existing plugs or caps; cutting and removal of the pipe if necessary; bracing; polyethylene wrapping of pipe and valves; bedding and covering of pipe; testing; disinfection; flushing; finish grading; including backfilling and compacting excavated material or trench backfill material; but not including the pipe, valve vault/box or fittings.

Before the connection is made, it shall be the Contractor's responsibility to excavate the connection area to determine if the proposed fittings will be adequate for the existing field conditions.

The maximum time allowable per each connection for water pressure shut off is two (2) hours. Each connection must be made within two (2) hours. All connections to be coordinated with Glen Ellyn Public Works.

CUT AND CAP EXISTING WATER MAIN of the diameter specified shall be measured by each location identified in the plans to be cut and capped.

Basis of Payment: This work will be paid for at the contract unit price each for FIRE HYDRANTS TO BE REMOVED, FIRE HYDRANT COMPLETE, FIRE HYDRANTS TO BE ADJUSTED, CONNECTION TO EXISTING WATER MAIN 6", CONNECTION TO EXISTING WATER MAIN 12", CUT AND CAP EXISTING 6" WATER MAIN, CUT AND CAP 8" WATER MAIN. Hydrant lead pipe shall be paid for as WATER MAIN of the diameter specified.

GATE VALVE 8" WITH VAULT, 5' DIAMETER

<u>Description.</u> This work shall be done in accordance with Article 602 of the Standard Specifications and shall consist of furnishing and installing restrained joint type water main fittings complete in place on the new water main, at locations indicated on the plans. The valve shall be of ductile iron body, bronze fitted, modified wedge disc, resilient seat type with non-rising stem and O-ring packing and conform to the latest revised requirements of AWWA Specifications C515.

Excavation shall be in accordance with applicable portions of Section 202 of Standard Specifications. Excavation shall be limited to the area shown on the plans and details, or as directed by the Engineer. All shoring required shall be considered incidental to this item. Any dewatering required shall not be paid for separately but will be incidental to the contract unit price of this item.

Valve vault work shall include additional vault structure riser sections to establish frame adjusting ring heights of 8 inches or less.

Trench Backfill shall be placed and compacted in accordance with Section 208 of the Standard Specification and shall be included in the cost of this item. Trench backfill shall be FA 2 gradation.

Valve Vault shall be pre-cast and provided with a Standard Village manhole frame and cover by East Jordan Iron Works (EJIW) 1022-2 with Heavy Duty Solid Cover (minimum assembled weight of 300lbs) or approved equal. 'VILLAGE OF GLEN ELLYN' and the word 'WATER' shall be cast in the cover in 2-inch raised letters.

<u>Basis of Payment.</u> This work will be paid for at the contract unit price for each GATE VALVE 8" WITH VAULT, 5' DIAMETER installed.

Fire hydrant auxiliary valves will be paid for according to the Special Provision for FIRE HYDRANT.

ADJUSTING AND REMOVAL OF VALVE AND DOMESTIC SERVICE BOXES

Description: All existing valve and domestic service boxes to be adjusted shall be in accordance with Article 563 of the Standard Specifications. Conflicts encountered with unidentified domestic water service boxes shall require adjustment to bring the domestic water service box to finished grade.

If location of relocated domestic water service box cannot be located outside of sidewalk then a 1-inch-thick piece of standard sidewalk expansion joint material shall be placed around the section of barrel passing through concrete.

<u>Method of Measurement</u>: Service boxes shall be measured by each unit adjusted or removed at the location shown on the plans.

<u>Basis of Payment:</u> The work will be measured for payment at the contract unit price per each for DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED or VALVE BOXES TO BE REMOVED.

COMBINATION CONCRETE CURB AND GUTTER (SPECIAL)

<u>Description</u>: This work shall be constructed in accordance with Section 606 of the Standard Specifications, State Standard 606001, as detailed in the plans, and to the lines, grades and cross section shown on the plans and as directed by the Engineer.

Method of Measurement:

The work will be measured for payment at the contract unit price per foot. Tie Bars will not be measured for payment.

<u>Basis of Payment:</u> The work will be measured for payment at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, of the type specified, (SPECIAL).

CONCRETE CURB SPECIAL

<u>Description</u>: This work shall be constructed in accordance with Section 606 of the Standard Specifications, State Standard 606001, special drawings in the plans, and to the lines, grades and cross section shown on the plans and as directed by the Engineer.

Method of Measurement:

The work will be measured for payment at the contract unit price per foot.

Tie Bars will not be measured for payment.

Basis of Payment: The work will be measured for payment at the contract unit price per foot for CONCRETE CURB (SPECIAL).

TRAFFIC CONTROL PLAN

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

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

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

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

STANDARDS:

701006-05	OFF-RD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24" (600 mm) FROM
	PAVEMENT EDGE
701301-04	LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS
701311-03	LANE CLOSURE 2L, 2W MOVING OPERATIONS DAY ONLY
701501-06	URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED
701701-09	URBAN LANE CLOSURE, MULTILANE INTERSECTION
701801-05	LANE CLOSURE, MULTILANE 1W OR 2W CROSSWALK OR
	SIDEWALK CLOSURE
701901-02	TRAFFIC CONTROL DEVICES

DETAILS:

- TC-10 TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS AND DRIVEWAYS
- TC-13 DISTRICT ONE TYPICAL PAVEMENT MARKINGS
- TC-16 PAVEMENT MARKING LETTERS AND SYMBOLS FOR TRAFFIC STAGING
- TC-21 DETOUR SIGNING FOR CLOSING STATE HIGHWAYS
- TC-22 ARTERIAL ROAD INFORMATION SIGN
- TC-26 DRIVEWAY ENTRANCE SIGNING

SPECIAL PROVISIONS:

TRAFFIC CONTROL AND PROTECTION (ARTERIALS) TEMPORARY INFORMATION SIGNING. AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS

TRAFFIC CONTROL AND PROTECTION (ARTERIALS)

Effective: February 1, 1996 Revised: March 1, 2011

Specific traffic control plan details and Special Provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route according to the details shown in the plans.

Method of Measurement: All traffic control (except Traffic Control and Protection (Expressways)) and temporary pavement markings) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

Basis of Payment: All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

Temporary pavement markings will be paid for separately unless shown on a Standard.

TEMPORARY INFORMATION SIGNING

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

Description.

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

Materials.

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

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

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

Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIRMENTS

Installation.

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

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

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

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

Method Of Measurement.

This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

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

Basis Of Payment.

This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

WATER SERVICE CONNECTION 2"

<u>Description</u>: This work shall consist of performing service connection, excavation to the existing water main, exposing the water main, cleaning the exterior of the water main, furnishing and installing full body stainless steel service saddle and corporation stop, tapping the main, and placing and compacting trench backfill for each of the water service connections shown on drawings or as directed by the Engineer.

General Requirements: This work must be performed by Licensed Plumbing Contractor.

Excavation shall be in accordance with applicable portions of Section 202 of Standard Specifications. Excavation shall be the minimum area required to facilitate the water tap. All shoring required shall be considered incidental to this item. This item shall also include excavation required to install pipe from the water tap to the Water Valve Assembly.

The excavation for water taps to be installed under pavement shall be from the sub-grade elevation to the depth required to perform the water tap. The excavation for water taps under

non-paved areas shall be from the existing surface elevation to the depth required to perform the tap. Excavation shall not be paid for separately but shall be considered incidental to this item. Pavement removal and replacement shall be paid for using applicable line items. Restoration of non-paved areas shall be paid using applicable line items.

The Contractor shall clean the exterior of the water main to facilitate placement of the service saddle. The service saddle shall be a full body stainless steel sleeve, double bolt with AWWA taper (CC) thread. Two-inch corporation stop shall meet Village specifications.

The Contractor shall install Type K Copper Pipe, 2 inch diameter from the water tap to the Water Valve Assembly or water meter in vault.

Trench Backfill shall be placed and compacted in accordance with Section 208 of the Standard Specification and shall be included in the cost of this item. Trench backfill shall be FA 2 gradation.

Method of Measurement: Water Service Connections will be measured on a per each basis.

Basis of Payment: WATER SERVICE CONNECTION 2" shall be paid for per each, which price shall include all labor, material, and equipment required to complete the work as specified.

WATER VALVES 2"

<u>Description</u>: Work associated with this item shall include excavation, the furnishing and installation of water valves and water valve service boxes and sand backfill as indicated on the plans, and as directed by the Engineer.

Water valves, 2 inch, shall be curb stops fabricated of brass and provided with outlets suitable for copper connections. Curb stops shall be of the round-way type conforming to AWWA Standard C800-89 Underground Service Line Valves and Fittings. Curb stop shall be quarter-turn check and Minneapolis top thread. Curb stop shall be placed on a suitable support block.

Excavation shall be in accordance with applicable portions of Section 202 of Standard Specifications. Excavation shall be limited to the area shown on the plans and details, or as directed by the Engineer. All shoring required shall be considered incidental to this item.

Trench Backfill shall be placed and compacted in accordance with Section 208 of the Standard Specification and shall be included in the cost of this item. Trench backfill shall be FA 2 gradation.

Curb Stops shall be housed in curb boxes. Curb boxes shall be screw type, with the base threaded to attach to the curb stop or shall be Buffalo or "arch" type, and of such construction that it shall be capable of extension to finished grade. Base sections and lids shall be cast of heavy, high grade iron. "Water" shall be marked on lid. Curb box shall be 1 ½" diameter and Minneapolis pattern meeting Village Standards.

Method of Measurement: Water valve assembly will be measured per an each basis.

Basis of Payment: WATER VALVES, 2" will be paid for per each, which price shall include all labor, material, and equipment required to complete the work as specified.

WATER METER IN VAULT

<u>Description</u>: This work shall consist of installing a water meter and appurtenances in a concrete vault at locations indicated on the plans or as directed by the Engineer.

The Village will supply the water meter for Contractor to install. The size of the meter will be determined based on final irrigation flow requirements. The Contractor shall supply and install all pipe, adaptors, fittings, valves, support blocks, and other appurtenant materials inside the vault to complete the installation.

Shut-off valves shall be provided on either side of the meter. Downstream of the downstream shut-off valve, the Contractor shall install a tee with a drain valve. All valves shall be curb stops capable of being operated using a shut-off rod from the ground surface via the vault manhole cover.

The installation of the water service line shall conform to Section 562 of the Standard Specifications and the Village of Glen Ellyn requirements.

The Contractor must notify the Village of Glen Ellyn seventy two (72) hours before this work commences so that the Village can provide field inspectors to oversee this work.

Method of Measurement: Water meter in vault will be measured on a per each basis.

<u>Basis of Payment:</u> WATER METER IN VAULT, 2 INCH shall be paid for at the contract unit price per each which price shall include meter installation, frame and lid, piping inside the vault, valves, fittings, connections and adjustments. Valve vault shall be paid for as Valve Vault, 5'-0" Diameter.

BACKFLOW PREVENTER (RPZ), 2 INCH

<u>Description</u>: This item shall consist of excavation, installation of ASSE standard backflow preventers, and sand backfill as indicated on the plans, and as directed by the Engineer.

General Requirements: Backflow preventers shall be of the size indicated for maximum flow rate and maximum pressure loss required. City approved with AGD Series air gap.

- 1. Working Pressure: 150 psi minimum except where otherwise indicated.
- 2. 2 Inches and Smaller: Bronze body with threaded ends.
- 3. 2-1/2 Inches and Larger: Bronze, cast-iron, steel, or stainless-steel body with flanged ends. Provide AWWA C550, interior protective epoxy coating for backflow preventers with cast-iron or steel body.

Interior Components must be Corrosion-resistant materials.

Other incidental items:

- 1. Strainer supplied within RPZ and compatible with size and capacity of unit, on the inlet.
- 2. Winterizing pipe caps.
- 3. RPZ Enclosure fastened to concrete base and concrete filled steel bollards.

Reduced-Pressure-Principle Backflow Preventer: ASSE 1013, with (OS&Y) gate valves on inlet and outlet, and strainer on inlet. Include test cocks and pressure-differential relief valve with ASME A112.1.2 air-gap fitting located between 2 positive-seating check valves for continuous pressure application.

- 1. Pressure Loss: 15 psig maximum, through middle third of flow range.
- 2. Gate valves supplied with and compatible for size and testing of unit on inlet and outlet. Valves 2 inches (50 mm) and smaller may be ball valves if these are unit manufacturer's standard valve for this application.
- 3. Test Kit: Unit manufacturer supplied, complete calibrated backflow preventer testing equipment kit with carrying case.

Anti-siphon, Pressure-Type Vacuum Breakers: ASSE 1020, with valves, spring-loaded check valve, and spring-loaded floating disc. Include test cocks and atmospheric vent for continuous pressure application.

- 1. Pressure Loss: 6 psig maximum, through middle third of flow range.
- 2. Gate valves supplied with and compatible for size and testing of unit on inlet and outlet. Valves 2 inches and smaller may be ball valves if these are unit manufacturer's standard valve for this application.
- 3. Test Kit: Unit manufacturer supplied, complete calibrated backflow preventer testing equipment kit with carrying case.

Pressure Gauge:

ASME B40.1, 4-1/2-inch (115 mm) diameter dial, with dial range of 2 times system operating pressure and bottom outlet.

Concrete Base: Concrete: Portland cement mix, 3000 psi.

- 1. Cement: ASTM C 150, Type I.
- 2. Fine Aggregate: ASTM C 33, sand.
- 3. Coarse Aggregate: ASTM C 33, crushed gravel.
- 4. Water: Potable.

Reinforcement: Steel conforming to the following:

- 1. Fabric: ASTM A 185, welded wire fabric, plain.
- 2. Reinforcement Bars: ASTM A 615, Grade 60, deformed.

Backflow Preventers: RPZ's shall be FEBCO Model No. 825YA complete with shutoff valves; wye strainers shall be FEBCO Model 650. RPZ's shall be furnished with flanged unions to facilitate field removal for freeze protection or maintenance.

Valves for above ground installation shall be:

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- 1. Grinnell Supply Sales Co., Grinnell Corp
- 2. Milwaukee Valve Co., Inc.
- 3. Nibco, Inc.
- 4. Hammond Valve Div., Prairie Manufacturing Corp.
- 5. Or an approved equivalent

Type K 2 inch copper pipe shall be installed from the backflow preventer (RPZ) to a point five (5) feet downstream. From that point the system will either be paid as IRRIGATION SYSTEM or WATER SERVICE LINE.

The copper piping may be converted to PVC pipe five (5) feet downstream of the backflow preventer.

Excavation shall be in accordance with applicable portions of Section 202 of Standard Specifications. Excavation shall be the limited to the area shown on the plans and details, or as directed by the Engineer. All shoring required shall be considered incidental to this item.

Pavement removal and replacement shall be paid for using applicable line items. Restoration of non-paved areas shall be paid using applicable line items.

Trench Backfill placed and compacted in accordance with Section 208 of the Standard Specification and shall be included in the cost of this item. Trench backfill shall be FA 2 gradation.

Method of Measurement: Backflow preventers (RPZ) will be measured per each installed.

<u>Basis of Payment:</u> BACKFLOW PREVENTER (RPZ) shall be paid for at the contract unit price per each, which price shall include excavation, disposal of excavated material, backflow preventer (RPZ), enclosure, locks, keys, pipe caps, and sand backfill required to complete the work as specified.

WATER SERVICE LINE

<u>Description</u>. This work shall consist of furnishing and installing Type K copper pipe, 2-inch diameter for each of the water service locations shown on the drawings or as directed by the Engineer.

The Contractor shall excavate a trench at least 5.5' deep, install the pipe and backfill with Trench Backfill. Trench backfill shall be placed and compacted in accordance with Section 208 of the Standard Specifications and shall be included in the cost of this item. Trench backfill shall be FA-2 gradation.

Restoration of non-paved areas shall include four (4) inches of topsoil and seeding (Seeding Class 2A). Restoration of non-paved areas shall be included in the cost of this item.

The line shall be Type K, Copper pipe with a minimum pressure rating of 200 PSI.

The pipe shall be installed as one piece per location. No joints or splice will be allowed. Installation of the Type K Copper Pipe 2" shall be performed in a manner meeting the approval of the Engineer.

Additional Conduits.

Water service line shall also include the installation of additional conduits in structural excavation area. At all designated locations one (1) three (3") inch PVC Conduit Schedule #80 shall be installed as shown on the plan.

Polyvinyl chloride (PVC) conduit shall conform to the requirements of National Electrical Manufacturers Association Standard, Publication Number TC2 for EPC-40.

<u>Method of Measurement</u>: This work will be measured for payment in foot along the center line of the pipe excluding fittings, valves and other appurtenances.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per foot for WATER SERVICE LINE of the diameter specified.

IRRIGATION SYSTEM

Description:

- A. This work includes design and installation of the irrigation system as indicated on the drawings and as specified herein.
- B. Contractor shall prepare design drawings and shop drawings for approval by the Engineer and the Village of Glen Ellyn prior to commencement of any work on this item.
- C. This work shall include all labor, material, equipment, permits, and services to construct the irrigation system as designed in approved shop drawings, in accordance with Sections 561, 562, 563, and 565 of the Standard Specification for Road and Bridge Construction and the Standard Construction Details, except as herein modified.
- D. This work shall include monitoring and adjusting the completed system to assure healthy plant development.

Water Services:

- A. Work described in the items WATER SERVICE CONNECTION; WATER VALVE, 2 INCH; WATER METER IN VAULT, 2 INCH; BACKFLOW PREVENTER (R.P.Z.), 2 INCH; and WATER SERVICE LINE, 2 INCH; will collectively be described as Water Service Components within this specification.
- B. Water Service Components must be installed prior to the installation of the irrigation system, unless otherwise approved by the Engineer.
- C. The Water Service Components to be provided in this contract are shown in the plans. The number of water services and sizes shown in the plans have been designed to provide an adequate amount of water supply to service the areas to be irrigated. If it is determined the Irrigation System requires a greater water supply to conform with the requirements of this specification the Contractor must notify the Engineer immediately.

Contractor is to verify existing water pressure at the main and notify the Engineer in writing

D. The locations of Water Service Components are shown on the plans schematically. The location the Water Service Components will be determined by the Engineer in the field. The irrigation system must be designed to accommodate the location of the Water Service Components as installed.

Electrical Services:

- A. This contract will use battery powered controllers.
- B. This specification includes requirements for battery powered components.
- C. Contractor shall label all wire to indicate they belong to the irrigation system, as directed by the Engineer.

Codes and Standards:

- A. Codes: All plumbing work shall be installed in accordance with the Plumbing Code.
- B. Standards: Items listed to conform to ASTM, ANSI, or manufactures recommendations, for installation.

Design:

The design will be completed, reviewed, and signed by a Licensed Professional Engineer or a Licensed Plumber. The design will follow these guidelines:

- A. Max velocity = 5 feet per second.
- B. Spray head distribution system shall be designed, unless the existing water main pressure is not sufficient. If main pressure is not sufficient a drip line system could be designed if approved by the Engineer.
- C. Spray Heads Minimum Height:

Non-Turf Areas: 12 inches expandable to 18 inches Turf Areas: minimum 4 inches or sufficient height to account for grade differentials

D. PSI Variance:

All spray heads should operate at ± 3 psi at every spray head within a zone. All zones should operate at ± 3 psi at every zone within a system.

E. Isolation Valves:

Median Planters Isolate each median planter Parkway Planters Isolate every 300 feet Turf, Parks, & Malls Per Engineer's Approval

F. Head Spacing:

Median and Parkway Planters: 10 feet max spacing Turf, Parks, Malls, and Plazas: 50% of the diameter of throw minimum. Square or triangular spacing must be used. The heads should have a matched precipitation rate.

- G. Angle of Trajectory: Should be calculated so that the spray will be above the mature plant height.
- H. Precipitation:

Non-turf: Minimum 1 ½ Inch per week Turf: Minimum 1 Inch per week

I. Watering Run Times:

Spray Head: Three (3) waterings per watering maximum duration. Drip: Three (3) run times per week, twenty-four (24) hour per watering maximum duration.

- J. Wiring size: calculations must be made to account for voltage drops and any splicing must be reflected on the shop drawings.
- K. Quick Couple Valves Spacing: Median Planters: 200 feet or 1 per median Parkway Planters: 200 feet or 3 per block Parks, Malls and Plazas: 100 feet radius between valves, minimum
- L. Master Irrigation System Control Valve

A master control valve shall be installed in the irrigation mainline piping at a designated location specified by the Engineer during construction and on Public Property. The valve shall only be open during irrigation run times. The valve must be located in a valve box.

Submittals:

- A. Shop drawings shall be prepared by a Licensed Professional Engineer or a Licensed Plumber with proven experience in the design of irrigation systems of the magnitude of this project.
- B. Shop drawings shall include pipe detailing, controller layout, fabrication and installation of irrigation systems. Indicate plans, elevations and dimensions, including all accessories.
- C. Submittals shall include hydraulic calculations for circuit pressure losses and existing water pressure at the main.
- D. Submittals shall include wiring sizes and electrical calculations.
- E. Submittals shall include a complete package of catalog cut sheets for all equipment used in this irrigation system.

Manufacturers and Minimum Requirements:

Manufacturers: All products list herein are acceptable. However, the contractor can specify other products. These will be subject to review for approval prior to installation. Judgment of whether a product is equal to the approved will be based on the product information sheet, and the Engineer's past experiences with products.

- 1. PVC or Polyethylene Piping & Fittings:
 - a. All sprinkler piping mainlines and lateral pipe shall be SDR-21, Class 200, Polyvinyl Chloride (PVC) with a minimum pressure rating of 200 PSI. Pipe shall

be permanently and continuously marked with the manufacturer's name, trademark, size, type, and National Sanitation Foundation (NSF) seal of approval. Pipe shall conform with the requirements of Commercial Standard CFS-256 and ASTM D-2241. PVC pipe shall be as manufactured by Crestline, or approved equivalent.

- b. All PVC fittings shall be solvent weld, Schedule #40 and shall conform to ASTM D-2466. Fittings shall be manufactured from PVC Type I materials and shall meet National Sanitation Foundation (NSF) standards. PVC fittings shall be as manufactured by Spears Manufacturing Company, or approved equivalent. PVC fittings shall be joined with an approved PVC primer and cement.
- c. Polyethylene piping 1 inch thru 1 ½ inch can be used for lateral piping, (down stream of the control valve). The pipe shall be polyethylene NT80 irrigation pipe SIDR-15 PE2406 NSF-PW ASTM D 2239 PPFA manufactured by Crestline, or approved equivalent. The pipe must be permanently continuously labeled accordingly. The insert fittings are to be constructed of PVC and shall conform to ASTM D 2609 and National Sanitation Foundation Standard #14 plastic fittings for potable water. Insert fittings shall be clamped to pipe with two (2) stainless steel crimp type clamps on each pipe end.
- d. Plastic insert fittings for polyethylene plastic pipe are manufactured by Spears Manufacturing Company, or approved equivalent. Clamps shall be manufactured by Oetiker, or approved equivalent.
- 2. Installation Main & Lateral Piping:
 - a. All sprinkler main lines shall be installed by open trench method using either a chain type trencher or hand excavated. Trenches shall be excavated so as to provide sufficient depth and width to permit proper handling and installation of pipe and fittings. Excavate the trench deep enough to provide a minimum of 18 inches of cover over the pipe. Ensure that the bottom of the trench is clean and smooth with all rock, loose soil and organic matter removed. Trench bottom must provide a smooth and continuous bearing surface to support the pipe.
 - b. When the cutting of pipe is required the pipes shall be cut clean and square with all burrs removed prior to solvent welding. Pipe must be free of all dust, dirt, moisture, grease, oil, or any other foreign material.
 - c. Pipe shall be joined by solvent welding method using a quality primer and cement applied according to the manufacturer's recommendation. Excess solvent shall be wiped clean from the pipe and fittings.
 - d. Sprinkler lateral piping may be installed by either open trench method or with an approved "vibratory plow". Where the open trench method is employed, the above specifications shall apply. In both the "open trench" method and the "vibratory plow" method, the minimum depth of cover for the lateral lines shall be 18 inches.
 - e. Where the "vibratory plow" method is used, the "mole" or "bullet" of the plow which precedes the pipe and is used to form the opening for the pipe shall not be less than 1 inch larger diameter than the outside diameter of the pipe. Starting and finishing holes shall be of sufficient size to allow for proper connection of the required fittings.
 - f. For polyethylene pipe, the insert fittings are to be clamped with stainless steel clamps. All fittings are to be double clamped securely over the barbs on fittings.

- g. Detectable Warning Tape shall be installed over all pipes. The tape shall be placed so that it is 6 inches above the top of the pipe. Polyethylene film warning tape manufactured for marking and identifying underground utilities, 4 inches wide and 5 mils thick minimum continuously inscribed with "Irrigation" detectable by metal detector when tape is buried up to 30 inches deep.
- 3. Battery Operated Controller:
 - a. The controller shall be 6VDC powered, have 3 independent programs that offer concurrent operation capability, have a large easy-to-read LCD display, have a non-volatile memory that retains all program data, a 365- day calendar, and be able to skip up to 50 days.
 - b. The battery operated controller shall be as manufactured by Irritrol Systems (or equivalent) and as a minimum have the capabilities of an IBOC 12 PLUS Series Controller. If latching solenoids are needed to convert valves from AC to DC, their cost and any other costs incurred for having a battery operated controller for the irrigation system are included under this pay item.
- 4. Install Irrigation Controller:
 - a. The irrigation controller shall be installed in a secured enclosure (cabinet). The enclosure shall be UL NEMA 4X Hinge Clip with provisions for a padlock and safety chain for door stops. The approximate dimensions are 20"x20"x8" with 4 legs. It shall be constructed of all stainless steel type 316 code gauge all seam weld grinded smooth. All conduits shall enter from the bottom. The enclosure shall be equipped with proper ventilation. The enclosure shall be primed and painted (brown in mulch area and green in turf area or black if determined by the Engineer). The controller and equipment shall be mounted on a back plate. It shall include protected fuses. All equipment housed in the enclosure shall be labeled as UL assembly. The enclosure shall be securely fastened square and level to the concrete pad using all stainless steel fasteners.
 - b. The cabinet will be able to be locked with a single lock. The lock will be provided by the Engineer.
 - c. The low voltage irrigation control wiring is to be installed in 2 inch steel heavy wall electrical conduit for protection. The conduit shall run from the controller, down and out 12 inches into the soil area. Conduit fittings are to be used to make 90 degree turn backs on the conduit at points of exit from the walls. (In no case shall the low voltage irrigation control wiring be installed in Class 160 or 200 PVC sprinkler pipe and Schedule 40 PVC 90-degree elbows).
 - d. The locations of all zones and recommended run times shall also be labeled on the controller along with the name, address, and phone number of the irrigation Installer.
- 5. Solenoid & Control Module for Control Valves (Battery Operated):
 - a. The irrigation system shall be operated with latching solenoids, control modules and field transmitters. The latching solenoid shall be supplied with an installed filtered adapter allowing installation of the solenoid to the appropriate solenoid valve.
 - b. The DC latching solenoid shall be as manufactured by Rain Bird Sprinkler Mfg. Corp. or an approved equivalent.
- 6. Installation Solenoid and Control Module for Control Valves (Battery Operated):

- a. The control module shall be mounted inside the valve box with stainless steel fasteners. It will be mounted for ease of accessibility and connection to irrigation controller.
- b. At sometime after the completion of this project, the Engineer may deem it necessary to utilize a power source. Wiring as for the model PEB series as manufactured by Rain Bird is required. The wiring should terminate at the location of the RPZ.
- 7. Heads; Rotary, Spray, Swing Joints:
 - a. Median and Parkway Planters: The Sprinkler Heads shall be fixed spray type designed for in-ground installation. The body of the sprinkler shall be constructed of non-corrosive heavy-duty cycolac. The sprinkler heads shall have a riser screen filter to prevent entry of foreign materials to the nozzle. All parts shall be removable through the top of the sprinkler case. The sprinkler heads shall have a stainless steel retraction spring to ensure positive pop-down and shall have a Conilip seal and cap to provide proper sealing. The sprinkler heads shall be of pop-up design with an overall body height of 16 inches, and have a pop-up stroke of 12 inches. The Spray Heads shall be Model 1812 for landscaped areas as manufactured by the Rainbird, for turf areas Model 1804 is permitted provided that available pressure does not allow for the use of rotary heads.
 - b. Turf Areas (when approved by the Engineer): Full and Part Circle Rotary Sprinkler Heads shall be gear drive rotary sprinkler heads with a built in check valve to eliminate low head drainage. Radius reduction shall be adjustable by up to 25% by means of radius adjustment screw accessible from the top of the cap. Water distribution shall be via two (2) nozzles mounted in a stainless nozzle turret. The dual nozzles shall elevate 2-3/8 inches when in operation. Retraction shall be achieved by a heavy-duty stainless steel retraction spring. The sprinkler head shall have a riser seal and a wiper which permits limited flushing on the up and down stroke. Rotation shall be of high impact molded plastic with a 1 inch NPT connection. The rotary heads shall be 1-25 ADS series with stainless steel sleeve, manufacturing by Hunter.
 - c. All heads will be installed with swing joints. Sprinkler head swing joints are to be factory assembled PVC swing joints constructed of 315-psi pressure rated materials. Swing joints shall be three-elbow construction with pre-lubricated buttress threaded connections and double O-Ring seals. Sprinkler head swing joints shall be manufactured by Spears Manufacturing Company, Sylmar, California.
- 8. Installation Heads; Rotary, Spray, Swing Joints:
 - a. Sprinkler heads shall be installed flush and level with existing grades. Where sprinkler heads are installed along curbs or sidewalks, heads are to be placed 4 inches from the curb or sidewalk to allow for mechanized trimming. Where sprinkler heads are installed in plant beds, the sprinkler heads must be installed 2 inches from the edge of the planter wall. Soil around sprinkler head shall be tightly compacted.
 - b. All lines are to be flushed clean of debris prior to the installation of sprinkler head. Sprinkler heads and spray arcs are to be adjusted so that spray does not encroach into roadways or wet buildings and other structures.

- 9. Quick Couple Valves:
 - a. Quick Couple Valves shall be 1 inch with one-piece body construction from heavy cast bronze.
 - b. Quick Couple Valves shall be model QCV100N manufactured by Storm irrigation Products, or approved equivalent.
 - c. Two quick Coupler Keys shall be provided. The keys shall be one (1) inch single lug coupler made from heavy cast bronze.
 - d. Quick Couple Keys shall be model C-100 with hose swivel model HS100 manufactured by Storm irrigation Products, or approved equivalent.
- 10. Installation of Quick Couple Valves:
 - a. Quick coupler valves are to be installed plumb in a 10 inch round valve box (see Valve Box for product) The quick coupler valves are to be secured with a 36 inch x 5/8 inch epoxy coated steel rebar driven into stable ground. The quick coupler valve and rebar are to be secured together with three separate heavy duty stainless hose clamps. All quick coupler valves shall be mounted on a prefabricated triple swing joint assembly.
 - b. The swing joint assembly shall be model 5806-01-012 manufactured by Spears Manufacturing Company, or approved equivalent.
- 11. Control Wiring:
 - a. The irrigation control wire shall be a minimum of 14 gauge, single conductor, low energy circuit cable. A single 12-gauge single conductor white control wire shall be utilized as the common wire and connected in series to each valve. Zone wire shall be red, yellow, or orange in color. Irrigation Control Wire shall be a 14 gauge minimum PVC jacketed, single conductor, 600 volt rated, low energy direct burial circuit cable. The irrigation control wire shall be UL listed.
 - b. Irrigation control wiring shall be manufactured by Paige Electric Company, Union New Jersey, or approved equivalent.
- 12. Installation of Control Wiring:
 - a. Every other solenoid valve should have a spare control wire running from the irrigation controller. The spare wires should be marked at both termination points. The irrigation control wires are to be bundled and taped together at five-foot intervals. An expansion loop shall be provided every 100 feet, at every 90-degree angle, and at each valve location. Where irrigation control wiring is installed by itself, the minimum depth of cover shall be 24 inches. Under no circumstance shall the control wires be pulled through the ground. If a vibratory plow is utilized to install control wire, the plow must be used with a wire or cablelaying blade, which allows for cable installation without pulling the wire through the ground.
 - b. Splicing is not permissible unless approved on the shop drawings. If splicing has been approved all splices shall be waterproof. Should splices be required other than at valve locations, those splices must be installed in a valve box and noted on the As Built Plans. Under no circumstances shall splices be buried.
 - c. Splice Kits shall be Scotch DBY Direct Bury Splice Kit as manufactured by Electric Products Division/3M, St. Paul, MN.
- 13. Valve Boxes:
 - a. Valve Access Boxes shall be constructed of a combination of polyolefin and fibrous inorganic components (Superflexon Plastic) which is chemically inert and

normally unaffected by moisture, corrosion and the effects of temperature change. Valve Boxes shall have a tensile strength of 3,400 psi.

- b. For the control valves, the Valve Box Base shall be #170101 and Valve Box Lid shall be #17314 as manufactured by Ametek Plymouth Products Division, Sheboygan, Wisconsin, or approved equivalent.
- c. For the quick couple valves, the Valve Box shall be Model #181014 as manufactured by Ametek Plymouth Products Division, Sheboygen, Wisconsin, or approved equivalent.

d. The lids and boxes shall be green for turfed areas and brown for mulched areas.

- 14. Installation of Valve Boxes:
 - a. Each control valve shall be installed in a valve box. A minimum of two valve boxes shall be stacked. The valve boxes shall be installed so that the valve is centered in the box allowing sufficient room for servicing of the valves. Clearance between the highest part of the valve and the bottom of the valve box lid shall be 2 inch minimum. The lid must not be too deep for convenient service. The valve box must not rest on the pipe. Clearance between the top of the piping and the bottom of the valve box shall be a minimum of 1 inch. Each valve box is to be installed flush and plumb to grade.
 - b. As a part of the valve box installation 3 to 4 inches of ½ to 1 inch stone, free of fines should be placed so that the top of the stone is 2" below the valve.
- 15. Drip Lines:
 - a. The drip system shall include all necessary components for a drip system. Such as, filter for solenoid, drip tubing, check valves, air vacuum relief valve, lateral piping, line flush valve and fittings.
 - b. The drip tubing is to have a root barrier which makes it resistant to root intrusion.
 - c. The drip tubing is to be Netafim Techline pipe with a dripper flow rate of 0.9 GPH part # TLDL 9-1210 with 12 inch on center spacing for the drippers.
- 16. Drip Lines Installation:
 - a. The drip tubing will be installed in rows 12 to 16 inches apart. The rows closest to the walls of the landscaped planter shall be 2 to 4 inches from the edge of the walls. The drip tubing shall be laid on the finished grade of the soil mixture. The drip tubing must be secured a minimum of every 3 feet with Techline Staples (TLS6). The drip tubing must be installed parallel to the longest wall of the landscaped planter. If the drip tubing needs to go around a plant or obstacle, the tubing must return to its original line as soon as possible. The installation must be complete prior to mulch installation.
 - b. When possible the system shall use a center feed layout. The drip tubing shall feed from a PVC or Polyethylene supply header in a grid layout. The exhaust header and the supply header shall form a continuous loop with PVC or Polyethylene piping. The maximum distance between each supply header and exhaust header is 70 feet. The furthest distance in each direction of the solenoid valve shall contain a Netafim Line Flushing Valve, model TLFV-1, or approved equivalent. The flush valve will be below grade in a valve box with a sump. A filter shall be installed down stream of the solenoid valve with the appropriate filter mesh in accordance with Techline design manual. An air vacuum relief valve is to be installed at the highest points of each zone. The air vacuum relief valve is to be installed in a valve box. A single micro-spray head is required for

each zone. The spray head is required to indicate that a zone is on and working. It should not be used as a main watering source for an area.

c. In situations where the slope is greater than or equal to 4% install the drip tubing perpendicular to the slope. Check valves must be installed to prevent water from draining to the lower elevations.

Hydrostatic Testing:

- A. The test shall consist of pressurizing the mainline piping system to a minimum of 150 psi for a period of four (4) hours.
- B. During the test, the piping system shall maintain 150 psi with an allowable pressure drop of not more that 5 psi, if any deficiencies in the piping system are found, the piping or fittings shall be repaired or replaced at no additional cost to the contract.

Pressure & Flow Testing:

- A. A test shall be taken of the static pressure on the upstream and downstream sides of the RPZ valve.
- B. A pressure reading shall be taken at each zone while each zone is running.
- C. The flow rate shall be recorded from the water meter at each running zone for a 5minute period.
- D. This information shall be recorded on the As-Built drawings.

As Built Drawings:

A. Upon completion of the installation the Contractor shall prepare and submit an "As-Built" drawing of the completed project. The drawings will show the accurate locations of all valves, quick couplers, mainline, wire splices, backflow devices, and controllers. The drawing shall also show the approximate location of sprinkler heads and lateral lines. Each controller shall be labeled on the plan alphabetically starting with A and the zones controlled by that controller shall be labeled A-1, A-2, A-3...etc. The drawings must also show the locations of Water Service Components.

Demonstration:

A. Demonstrate to Engineer's maintenance personnel operation of equipment, sprinklers, specialties, and accessories. Review operating and maintenance information. Provide 7 days notice to all parties in advance of each demonstration.

Method of Measurement: Irrigation system shall be measured per square yard of planted area.

Basis of Payment: IRRIGATION SYSTEM will be paid for at the contract unit price per square yard of planted area. Which price shall be payment in full for all labor, material, equipment, and services necessary for providing the landscape irrigation systems in a serviceable, fully operational manner, including, but not limited to, excavation, backfilling, sprinkler heads, solenoid control valves, isolation valves, valve boxes, automatic controls, system testing, owner personnel training, piping, equipment identification, plumbing permits, inspection fees, valve tags, charts, supports, sleeves, fittings, valves, and accessories.

MULCH PLACEMENT FOR EXISTING WOODY PLANTS

Effective: February 8, 2007

This work shall be done in accordance with the applicable portion of Section 253.02 (c) and Section 1081.06 of the Standard Specifications for Road and Bridge Construction.

<u>Description</u>. This work shall consist of furnishing, transporting, and spreading approved shredded hardwood bark mulch to the depth specified in areas as shown in the plans or as directed by the Engineer.

<u>Material.</u> Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark meeting the following requirements:

- Material shall be free of sticks, leaves, stones, dirt clods, and other debris.
- Individual wood chips shall not exceed 2 inches (50 mm) in the largest dimension.

A mulch sample and request for material inspection must be supplied to the Engineer for approval prior to performing any work 72 hours prior to application.

<u>Method</u>. The grade, depth, and condition of the area must be approved by the Engineer prior to placement.

The Contractor shall remove and properly dispose of all weeds, litter and plant debris before mulching. Pre-emergent herbicide, if specified, shall be applied prior to the placement of shredded mulch. The Contractor shall prepare a neatly spaded edge between the landscaped bed and/or tree ring and the turf. The Contractor shall repair the grade by raking and adding topsoil as needed, before mulching.

The shredded mulch shall be placed according at the required depth as specified in the plans for planting trees, shrubs, vines and perennial plants. Care shall be taken not to bury leaves, stems, or vines under mulch material. Mulch shall not be in contact with the base of the trunk.

All finished mulch areas shall be left smooth and level to maintain uniform surface and appearance.

After the mulch placement, any debris or piles of material shall be immediately removed from the right of way, including raking excess mulch out of turf areas.

<u>Method of Measurement</u>. Mulch placement will be not be measured for payment but shall be included in the cost of the plantings.

<u>Basis of Payment</u>. Any mulch placement included as part of the work in other work items will not be measured separately for payment. Pre-emergent herbicide, if required, shall be paid for separately.

GENERAL ELECTRICAL REQUIREMENTS

Effective: January 1, 2012

Add the following to Article 801 of the Standard Specifications:

"Maintenance transfer and Preconstruction Inspection:

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

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

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

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

<u>Condition of Existing Systems</u>. The Contractor shall conduct an inventory of all existing electrical system equipment within the project limits, which may be affected by the work, making note of any parts which are found broken or missing, defective or malfunctioning. Megger and load readings shall be taken for all existing circuits which will remain in place or be modified. If a circuit is to be taken out in its entirety, then readings do not have to be taken. The inventory and test data shall be reviewed with and approved by the Engineer and a record of the

inventory shall be submitted to the Engineer for the record. Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition."

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

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

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

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

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

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

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

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

<u>Energy and Demand Charges.</u> The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not, (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance." Add the following to Section 801 of the Standard Specifications:

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

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

Revise the 2nd paragraph of Article 801.16 of the Standard Specifications to read:

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

Add the following to Article 801.16 of the Standard Specifications:

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

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

• Fiber Optic Splice Locations

Datum to be used shall be North American 1983.

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

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

Examples:

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

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

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

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

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

MAINTENANCE OF LIGHTING SYSTEM

Effective: January 1, 2012

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

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

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

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

Maintenance of Existing Lighting Systems

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

Extent of Maintenance.

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

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

Maintenance of Proposed Lighting Systems

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

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

Lighting System Maintenance Operations

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

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

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

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

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

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

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Village of Glen Ellyn reserves the right to assign any work not completed within this timeframe. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Village of Glen Ellyn within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from any monies owed to the Contractor. Repeated failures and/or

a gross failure of maintenance shall result in the Village of Glen Ellyn being directed to correct all deficiencies and the resulting costs deducted from any monies owed the contractor.

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

Operation of Lighting

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

Method of Measurement

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

Basis of Payment. Maintenance of lighting systems shall be paid for at the contract unit price per calendar month for MAINTENANCE OF LIGHTING SYSTEM, which shall include all work as described herein.

UNDERGROUND RACEWAYS

Effective: January 1, 2012

Revise Article 810.04 of the Standard Specifications to read:

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

Add the following to Article 810.04 of the Standard Specifications:

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

Add the following to Article 810.04 of the Standard Specifications:

"All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum or 300 mm (12") or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped. The ends of rigid

metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap. The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125") thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring."

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

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

UNIT DUCT

Effective: January 1, 2012

Revise the first paragraph of Article 810.04 to read:

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

Revise Article 1088.01(c) to read:

"(c) Coilable Nonmetallic Conduit.

General:

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

The duct shall be made of high density polyethylene which shall meet the requirements of ASTM D 2447, for schedule 40. The duct shall be composed of black high density

polyethylene meeting the requirements of ASTM D 3350, Class C, Grade P33. The wall thickness shall be in accordance with Table 2 for ASTM D 2447.

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

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

Dimensions:

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

	Nominal	Size	Nomin	al I.D.	Nomina	I O.D.	Minimu	ım Wall
L	mm	in	mm	in	mm	in	mm	in
	31.75	1.25	35.05	1.380	42.16	1.660	3.556 +0.51	0.140 +0.020
	38.1	1.50	40.89	1.610	48.26	1.900	3.683 +0.51	0.145 +0.020

Nomin	al Size	Pulled	Tensile
mm	in	N	lbs
31.75	1.25	3322	747
38.1	1.50	3972	893

Marking:

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

Performance Tests:

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

	ict neter	Min. force required t deform sample 50%	
mm	in	N	lbs
35	1.25	4937	1110
41	1.5	4559	1025

WIRE AND CABLE

Effective: January 1, 2012

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

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

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

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

Aerial Electric Cable Properties

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

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

Revise Article 1066.04 to read:

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

Revise the second paragraph of Article 1066.05 to read:

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

HANDHOLE TO BE ADJUSTED

<u>Description</u>: This item shall consist of rebuilding and bringing to grade a handhole at a location shown on the plans or as determined by the Engineer. The work shall consist of removing the handhole frame and cover and the walls of the handhole to a depth of eight (8) inches below the finished grade. Care shall be taken not to damage existing cables or conduit.

Upon completion of the above work, four (4) holes, four (4) inches in depth and one half inch in diameter, shall be vertically drilled into the remaining concrete; one hole centered one each of the four handhole walls. Four (4) No. 3 steel dowels, eight (8) inches in length shall be furnished and shall be installed in the drilled holes with a masonry epoxy.

All concrete debris shall be removed from the right-of-way to a location approved by the Engineer.

The area adjacent to each side of the handhole shall be excavated to allow forming. All steel hooks, handhole frame, cover, and concrete shall be provided to construct a rebuilt handhole according to applicable portions of Section 814 and Section 1088.06 of the Standard Specifications. (The existing frame and cover shall be replaced if it was damaged during removal or as determined by the Engineer). The frame and cover shall be installed at the proposed finished grade.

<u>Basis of Payment</u>: This work shall be paid for at the contract unit price, per each, for HANDHOLE TO BE ADJUSTED, which price shall include all work, excavation, materials, all equipment and labor required to complete the work as specified and to restore the existing ground or pavement.

RELOCATE EXISTING FLASHING BEACON

<u>Description</u>: This item shall consist of the relocation of an existing pedestrian flashing beacon, post mounted, solar powered installation, as shown on the plans and as described herein.

The relocation of an existing pedestrian flashing beacon installation shall conform to sections 800 and 1000 of the Standard Specifications for Road and Bridge Construction, District 1 Traffic Signal Specifications, District 1 Flashing Beacon Installation Drawing except as revised herein.

This work shall include the complete relocation of the existing pedestrian flashing beacon post mounted, solar powered installation. This item is furnished with double yellow flashing modules, 180 degrees apart, on an existing post as shown on the plans. This installation includes a flasher controller that is integrated within the signal head, with discrete solar panels, LED module, battery, electronics, compact housing and is capable of operating 24 hours, 7 days a week. The flasher unit is installed on a metal post. The battery and electronics may be located inside the solar panel housing or signal head.

Maintenance shall meet the requirements of the Traffic Signal Specifications and District Specifications for Maintenance of existing traffic Signal Installation. Maintenance of the existing flashing beacon installation shall be included in the cost of this item. The Contractor shall be fully responsible for the maintenance of the existing flasher installation(s) as soon as any physical work on the contract begins or on any portion thereof. In addition a minimum of seven (7) days prior to assuming maintenance of the existing flasher installation(s) under this contract, the Contractor shall request that the Engineer contact the Village for an inspection.

Basis of Payment: This work shall be paid for at the contract unit price, per each, for

RELOCATE EXISTING FLASHING BEACON. The price shall be payment in full for all labor and material necessary to complete the work described above, including all costs for the modifications required for traffic staging during construction and maintenance of the flashing beacon installation(s).

The removal of the foundation shall not be paid under this item, but under REMOVAL OF POLE FOUNDATION. The new foundation shall also not be paid under this item, but under LIGHT POLE FOUNDATION, 24" DIAMETER.

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

Effective: August 1, 2012

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

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

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

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

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this Special Provision.

METHOD OF MEASUREMENT: The unit of measurement is in hours.

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is \mathcal{I} . During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate

Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

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

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

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

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



Storm Water Pollution Prevention Plan

Route	FAU 1409	Marked Rte.	Crescent Boulevard
Section _	12-00076-00-PV	Project No.	M-4003 (124)
County _	DuPage County	Contract No.	61B09

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) for storm water discharges from construction site activities.

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

Bob Minix, P.E.
Print Name
Village Engineer
Title
Village of Glen Ellyn
Agency

Signature Date

I. Site Description:

A. Provide a description of the project location (include latitude and longitude):

The reconstruction of Crescent Boulevard includes the complete reconstruction of Crescent within the project limits, the construction of a new roundabout intersection at Crescent Court and an improved intersection with Park Boulevard, the installation of new parallel parking lanes in front of Glenbard West High School and Biester Gym, and the construction of new crosswalks and sidewalks which will improve pedestrian safety and mobility. SE 1/4 Section 11 T39N R10E (N41d52'43.68" W88d03'34.56")

B. Provide a description of the construction activity which is the subject of this plan:

Removal of existing pavement, sidewalk, retaining wall and minor storm sewer systems. Construction of new roadway inclusive of roundabout, sidewalk, retaining walls and new main conveyance system. Erosion and Sediment Control will be established prior to beginning any construction work, maintained throughout construction and removed upon completion of construction.

C. Provide the estimated duration of this project:

January 2015 - August 2015

D. The total area of the construction site is estimated to be 3.5 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is <u>3.5</u> acres.

E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:

	Acres	CN	AxCN
Area 1	0.45	96.51	43.82
Area 2	1.52	70.03	106.45
Area 3	0.86	76.12	65.46
Area 4	0.04	93.40	3.27
Area 5	0.34	94.70	31.82
Area 6	1.30	71.69	93.27
Area 7	0.15	94.69	14.49
Area 8	0.16	92.32	14.59

Area 9	0.18	82.71	15.05
	5.00		388.21
•	77.66	Compo	site CN

F. List all soils found within project boundaries. Include map unit name, slope information, and erosivity:

318D2 Lorenzo Loam, 6 - 12% Slopes eroded

369B Waupecan Silt Loam, 2-4% Slopes

805B Orthents, clayey, Undulating

854B Markham-Ashkum-Beecher Complex, 1-6% Slopes

G. Provide an aerial extent of wetland acreage at the site:

0.0 acres

H. Provide a description of potentially erosive areas associated with this project:

Sloped areas between Ellyn Avenue and Lake Road along the north right-of-way line provide the greatest potential for erosion.

I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):

Stage 1

Restrictions: Crescent Blvd closed between Ellyn Avenue and Riford Road.

Work Performed:

1. Construct Crescent Blvd between Ellyn Avenue and Lake Street. This includes the entire length of the main storm conveyance system between the eastern end of the project and Ellyn Avenue and the access driveway to Glenbard West High School.

2. Construct the westbound side sidewalk

3. If possible, stage construct the improvements at the intersection of Ellyn Avenue and Crescent Blvd. including any proposed median landscaping and eastbound side sidewalk.

Stage 2

Restrictions: Westbound Crescent Blvd closed between Park Blvd and Ellyn Avenue. Southbound Ellyn Avenue must turn left at Crescent Blvd.

Work Performed:

1. Construct the westbound land of Crescent Blvd, including westbound side parking lane and the new sidewalk between Ellyn Avenue and Park Blvd.

2. Install sewer trunk line between Ellyn Avenue and Park Blvd.

Stage 3

Restrictions: Westbound Crescent Blvd closed between Park Blvd and Ellyn Avenue Southbound Ellyn Blvd must turn left at Crescent Blvd.

Work Performed:

1. Construct the eastbound parking and travel lane of Crescent Blvd and new sidewalk between Ellyn Avenue and Park Blvd.

Slopes are well established but will be disturbed with proposed construction. Retaining walls will be provided along the north side of Crescent between Ellyn Avenue and Park Road. Slopes behind the walls will be stabilized as found on the Erosion and Sediment Control Plan. Areas disturbed behind the existing and proposed retaining walls will be minimized to the greatest extent possible thereby reducing the potential for erosion.

- J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.
- K. Identify who owns the drainage system (municipality or agency) this project will drain into:

Village of Glen Ellyn, IL

L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located.

Village of Glen Ellyn, IL

M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans:

East Branch of the DuPage River

N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.

The existing right-of-way for Crescent Blvd from North Park Blvd to Lake Road will be disturbed in its entirety with the roadway footprint being virtually maintained.

- O. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:
 - Floodplain
 - Wetland Riparian
 - Threatened and Endangered Species
 - Historic Preservation
 - 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
 - Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
 - Applicable Federal, Tribal, State or Local Programs
 - Other
 - 1. 303(d) Listed receiving waters (fill out this section if checked above):
 - a. The name(s) of the listed water body, and identification of all pollutants causing impairment:
 - b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:
 - c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:
 - d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:
 - 2. TMDL (fill out this section if checked above)
 - a. The name(s) of the listed water body:

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- b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:
- c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:
- P. The following pollutants of concern will be associated with this construction project:

\boxtimes	Soil Sediment	\Box	Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)
\boxtimes	Concrete		Antifreeze / Coolants
	Concrete Truck Waste		Waste water from cleaning construction equipment
\boxtimes	Concrete Curing Compounds		Other (specify)
	Solid Waste Debris		Other (specify)
\boxtimes	Paints	\Box	Other (specify)
\boxtimes	Solvents		Other (specify)
\boxtimes	Fertilizers / Pesticides		Other (specify)

II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

- A. Erosion and Sediment Controls: At a minimum, controls must be coordinated, installed and maintained to:
 - 1. Minimize the amount of soil exposed during construction activity;
 - 2. Minimize the disturbance of steep slopes;
 - 3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
 - 4. Minimize soil compaction and, unless infeasible, preserve topsoil.
- B. Stabilization Practices: Provided below is a description of interim and permanent stabilization practices, including site- specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include 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(B)(1) and II(B)(2), stabilization measures shall be initiated immediately where construction activities have temporarily or permanently ceased, but in no case more than one (1) day 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 fourteen (14) or more calendar days.
 - 1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
 - 2. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.

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)
- Printed 12/1/2014

- Erosion Control Blanket / Mulching
- Sodding
- Geotextiles
- □ Other (specify)
- Other (specify)

- Temporary Mulching
- Permanent Seeding

Other (specify) Other (specify)

Describe how the stabilization practices listed above will be utilized during construction:

Tree protection and preservation of mature vegetation will be provided to minimize soil disturbance and to maintain soil stabilization. Tree protection fencing will be utilized to protect trees identified by the Village.

 \square

Existing and proposed inlets will receive geotextile inlet filters that will be installed prior to the removal of the existing pavement or ground disturbance

Temporary Erosion Control Seeding, Permanent Seeding and Erosion Control Blanket will be utilized for all disturbed areas including those areas identified for proper landscaping.

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

Erosion and Sediment Control items will remain in place until vegetation has been established and erosion or the transport of sedment has been minimized to the greatest extent possible.

C. 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:

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

Describe how the structural practices listed above will be utilized during construction:

Perimeter Erosion Barrier will be installed initially prior to beginning any other proposed work.

A weir orifice control structure is proposed to control releases from the proposed inline storage. This control will allow any sediment to settle out of the system stormwater rather than being conveyed downstream.

Describe how the structural practices listed above will be utilized after construction activities have been completed:

A weir orifice control structure is proposed to control releases from the proposed inline storage. This control will allow any sediment to settle out of the system stormwater rather than being conveyed downstream.

D. Treatment Chemicals

Will polymer flocculants or treatment chemicals be utilized on this project:

If yes above, identify where and how polymer flocculants or treatment chemicals will be utilized on this project.

- E. **Permanent Storm Water Management Controls:** Provided below is a description of measures that will be installed during the construction process to control volume and 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.
 - 1. 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 Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design and Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

2. 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 permanent storm water management controls:

A weir orifice control structure is proposed to control releases from the proposed inline storage. This control will allow any sediment to settle out of the system stormwater rather than being conveyed downstream.

Catch Basins will be provided with sumps allowing sediment to settle out of the system waters.

F. 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. 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, 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 the 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:

ILR10 Requirements

- G. **Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.
 - 1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:

- Approximate duration of the project, including each stage of the project
- Rainy season, dry season, and winter shutdown dates
- Temporary stabilization measures to be employed by contract phases
- Mobilization timeframe
- Mass clearing and grubbing/roadside clearing dates
- Deployment of Erosion Control Practices
- Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
- Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
- Paving, saw-cutting, and any other pavement related operations
- Major planned stockpiling operations
- Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
- Permanent stabilization activities for each area of the project
- 2. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
 - Vehicle Entrances and Exits Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
 - Material Delivery, Storage and Use Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
 - Stockpile Management Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
 - Waste Disposal Discuss methods of waste disposal that will be used for this project.
 - Spill Prevention and Control Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
 - Concrete Residuals and Washout Wastes Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
 - Litter Management Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
 - Vehicle and Equipment Fueling Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Vehicle and Equipment Cleaning and Maintenance Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Dewatering Activities Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
 - Polymer Flocculants and Treatment Chemicals Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
 - Additional measures indicated in the plan.

III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides to the Contractor for the practices associated with this project. The following additional procedures 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. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

No manufactured BMPs are required/ or will be provided for this project.

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 using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm or by the end of the following business or work day that is 0.5 inch or greater or equivalent snowfall.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs.

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 notify the appropriate IEPA Field Operations Section office by email at: <u>epa.swnoncomp@illinois.gov</u>, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA 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 non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

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

Additional Inspections Required:

No additional inspections are anticipated above those described in ILR-10.

V. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.



Contractor Certification Statement

Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.G of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

Route	FAU 1409	Marked Rte.	Crescent Boulevard
Section	_12-00076-00-PV	Project No.	M-4003(124)
County	DuPage County	Contract No.	_61B09

This certification statement is a part of SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

□ Contractor

□ Sub-Contractor

Dick					
Print Name	Signature				
Title	Date				
·					
Name of Firm	Telephone				
Street Address	City/State/ZIP				
Items which this Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP:					

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Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Division of Water Pollution Control Notice of Intent (NOI) for General Permit to Discharge Storm Water Associated with Construction Site Activities

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at the above address.

				For Onice Use Only			
OWNER INFORMATION	Permit No. ILR10						
Company/Owner Name: Village of Glen Ellyn							
Mailing Address: 535 Duane Str	eet			hone: 1.630.469.5000			
City: Glen Ellyn	State: IL	Zip: <u>60137</u>	F	ax:			
Contact Person: Bob Minix, PE			E-mail: Bobm	@glenellyn.org			
Owner Type (select one) City							
	N		MS4	Community: 🔽 Yes 🗌 No			
Contractor Name:							
Mailing Address:				Phone:			
City:	State:	Zip:	F	ax:			
CONSTRUCTION SITE INFO	RMATION						
Select One: 🛛 New 🗌	Change of informatic	n for: ILR10					
Project Name: FAU 1409 (Creso	cent Blvd) from Park	Blvd to Lake Roa	<u>d</u> C	ounty: DuPage			
Street Address: Crescent b/n F	ark Blve & Lake Rd	City: Glen E	lyn	IL Zip: <u>60137</u>			
Latitude: <u>41 52 6</u>	8 Longitude:	<u>88 03</u>					
(Deg) (Min)	(Sec)	(Deg) (Mi	n) (Sec)	Section Township Range			
Approximate Construction Start I	Date 4/2015	Approxir	nate Constructio	on End Date10/2015			
Total size of construction site in a	acres: <u>3.6</u>			Fee Schedule for Construction S	ites:		
If less than 1 acre, is the site par ☐ Yes ☐ No	Less than 5 acres - \$250 5 or more acres - \$750						
STORM WATER POLLUTION	PREVENTION PL	AN (SWPPP)					
Has the SWPPP been submitted to			Yes	✓ No			
(Submit SWPPP electronically to				Citru			
Location of SWPPP for viewing: A	\ddress:						
SWPPP contact information:				Inspector qualifications: P.E.			
Contact Name: Bob Minix							
Phone: 1.630.469.5000			E-mail: Bot	om@glenellyn.org			
Project inspector, if different from	above			Inspector qualifications:			
Inspector's Name:							
Phone:	Fax:		E-mail:				
IL 532 2104 WPC 623 disclose this inform each day during wh	ation may result in: a civil per	alty of not to exceed \$5 5 ILCS 5/42) and may a	0,000 for the violation iso prevent this form fi	nental Protection Act (415 ILCS 5/4, 5/39). Failure and an additional civil penalty of not to exceed \$10 rom being processed and could result in your appli-	,000 for		

109

TYPE OF CONSTRUCTION (select one)

Construction Type Transportation

SIC Code:

Type a detailed description of the project:

Work includes the reconstruction of Crescent Blvd between Lake Blvd and Lake Road, the construction of a new

roundabout intersection at Crescent Court and an improved intersection with Park Blvd, the installation of new parallel

parking lanes, retaining walls, new storm sewer, fire hydrant relocation, watermain replacement new crosswalks and

sidewalks along with MOT and Erosion and Sediment Control.

HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE

Has the project been submitted to the following state agencies to satisfy applicable requirements for compliance with Illinois law on:

Historic Preservation Agency	V Yes			
Endangered Species	✓ Yes	🗌 No		
RECEIVING WATER INFORMA	TION			
Does your storm water discharge di	rectly to:	Waters of the	e State or 🔽 Storm Sewer	
Owner of storm sewer system: Vill	age of Glen E	Ilyn, Illinois		
Name of closest receiving water boo	ly to which yo	u discharge:	East Branch of the DuPage River	*******
Mail completed form to: Illinois Envir Division of V Attn: Permi	Water Pollution		уу Уу	

Post Office Box 19276 Springfield, Illinois 62794-9276 or call (217) 782-0610 FAX: (217) 782-9891

Or submit electronically to: epa.constdr10swpcp@illicois.gov

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

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Robert J. Minix

Printed Name:

12/31/14

Professional Engineer Title:

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

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

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at:

Illinois Environmental Protection Agency Division of Water Pollution Control Permit Section Post Office Box 19276 Springfield, Illinois 62794-9276 or call (217) 782-0610 FAX: (217) 782-9891

Or submit electronically to: epa.constilr10swppp@illinois.gov

Reports must be typed or printed legibly and signed.

Any facility that is not presently covered by the General NPDES Permit for Storm Water Discharges From Construction Site Activities is considered a new facility.

If this is a change in your facility information, renewal, etc., please fill in your permit number on the appropriate line, changes of information or permit renewal notifications do not require a fee.

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

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

	Example	Format
~ <i>.</i> .	10	
Section	12	1 or 2 numerical digits
Township	12N	1 or 2 numerical digits followed by "N" or "S"
Range	12W	1 or 2 numerical digits followed by "E" or "W"

For the Name of Closest Receiving Waters, do not use terms such as ditch or channel. For unnamed tributaries, use terms which include at least a named main tributary such as "Unnamed Tributary to Sugar Creek to Sangamon River."

Submission of initial fee and an electronic submission of Storm Water Pollution Prevention Plan (SWPPP) for Initial Permit prior to the Notice of Intent being considered complete for coverage by the ILR10 General Permits. Please make checks payable to: Illinois EPA at the above address.

Construction sites with less than 5 acres of land disturbance - fee is \$250.

Construction sites with 5 or more acres of land disturbance - fee is \$750.

SWPPP should be submitted electronically to: <u>epa.constilr10swppp@illinois.gov</u> When submitting electronically, use Project Name and City as indicated on NOI form.

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Illinois Environmental Protection Agency

Bureau of Water • 1021 N. Grand Avenue E. • Box 19276 • Springfield • Illinois • 62794-9276

Division of Public Water Supplies Application for Construction Permit

The regulations referenced in this application are taken from the Illinois Environmental Protection Act, 2007. All subsequent rules, regulations, and violations listed in this document can be found within the Act. This application may be completed online, a copy saved locally, and printed before it is signed and mailed to the Illinois EPA.

1.	Name of Public Water Supply:	Village of Glen Ellyn				
2	Facility ID:	IL 0430450	County:	DuPage		
3.	Location of Project:	Crescent Blvd between N. Park Blvd and Lake Road				
4.	Title of Plans: Number of Construction Drawi	Plans for Proposed Federal Aid Proje ngs: <u>Plan Set = 66 Sheets</u>	ct FAU 140	9 Crescent Blvd		
5.	Documents being Submitted:	Application for Construction Permi	E Er	ngineer's Design Summary		
		Schedule A - Cost Estimate				
		🔀 Schedule B - Water Main Construc	tion 🗌 Sc	hedule C-II Well Completion		
		⊠ Specifications	🗌 Pe	rmit Fee (Applicable Water Main Only)		
		☑ Construction Drawings				
6.	Scope of Project:					
sto	econstruction of Crescent Blvd i orm sewer system, relocation of rrking lanes on both sides of Cre	ncludes the complete reconstruction of fire hydrants, 200-ft watermain replace escent.	Crescent w ement, side	vithin the project limits, new walk and new parallel		

7. Illinois Commerce Commission: Are you a privately owned water company subject to Illinois Commerce Commission rules?

O Yes

No

8. Infringement on **Other Public Water Supplies:** Will any part of this project be located within the boundaries of an area served by another PWS:

Yes 🛛 No

9. Certifications

NOTE: EACH PERSON SIGNING THIS APPLICATION CERTIFIES THAT THE INFORMATION IN THE APPLICATION IS COMPLETE AND ACCURATE, AND THAT THE TEXT OF THE APPLICATION HAS NOT BEEN CHANGED FROM THE AGENCY'S OFFICIAL CONSTRUCTION PERMIT APPLICATION FORM.

9.1) Certificate by Design Engineer

I hereby certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate.

Name	Crystal Zamaites, P.E	., CFM, ENV SP	Regist	tration Number IL 062-058	3663
Firm	Burns & McDonnell				
Address	200 West Adams Str	eet, Suite 1600			
$^{City} \wedge$	Chicago	State IL	Zip 60606	Phone Number	+1 (312) 521-8941
(+	Dertal Joine	NOD	,	12De.4	
	Signa	ature		Date	
).2) Certifi	cate by Applicant(s) to	Construct			

9.2) Applicant(s) to Construct

I hereby certify that I have read and thoroughly understand the conditions and requirements of this submittal. I/the representative company hereby agree to conform with the Standard Conditions and any Special Conditions made part of this Construction Permit.

Name	Julius Hansen							
Address	30 S. Lambert							
City	Glen Ellyn	State IL	Zip 60137		+1 (630) 547-5515			
-0	Julius Ha Signature	men		12/3/14 Date				

9.3) Water Main Fees

Section 16.1 of the Illinois Environmental Protection Act (Act) requires the Agency to collect a fee for certain applications for the installation or extension of water mains. There are no permit fees for other improvements (for example, treatment facilities) to public water supply systems and only certain water main projects are affected. The Agency will not approve any construction application without the required fee. Except for the conditions listed in Section 9.4, the following fee schedule applies per Section 16.1(d) of the Act:

Fee	Total Length of Water Main
⊠\$ 0	200 feet or less
\$ 240	Greater than 200 feet but not more than 1,000 feet
\$ 720	Greater than 1,000 feet, but not more than 5,000 feet
\$1200	Greater than 5,000 feet

Please check the appropriate fee; make check or money order payable to: Treasurer, State of Illinois and submit along with this application. Any fee remitted to the Agency shall not be refunded at any time or for any reason, either in whole or in part.

9.4) Water Main Fee Exceptions - READ CAREFULLY BEFORE SIGNING THE FOLLOWING-

The Water Main Permit fee does not apply to:

- a) Any Department, Agency or Unit of State Government.
- b) Any unit of local government where all of the following conditions are met:
 - The cost of the installation or extension is paid wholly from monies of the unit of local government, i. state grants or loans, federal grants or loans, or any combination thereof.
 - The unit of local government is not given monies, reimbursed or paid, either in whole or in part, by ii.

DO NOT SIGN HERE UNLESS PROJECT MI	-FISEFFEXCEPTION (
9.5) Agreement to Furnish Water (this section must be c				
The	has pareed to furnic	h water to	the even in	
(City, Town, Village, Water Company or Water Authority)	has agreed to furnis	n water to	ule alea li	i which water main
extensions are proposed by			ar	cording to plans
(Applicant to co	onstruct)		d0	soluting to plans
titled				
prepared by				······································
(Engineeri	na Firm)			
ignature of Authorized Public Water Supply Official	ordinances. Title of Authorized Publ			
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Ignature of Authorized Public Water Supply Official (a) Certification by Owner(s) of Completed Public Water hereby certify that I have read and thoroughly understand ccept ownership of the project upon satisfactory completion illage of Glen Ellyn Name of Public Water Supply O S. Lambert Road Address Multip Mamaend	ordinances. Title of Authorized Publ Supply Improvement(s) the conditions and require n. Glen Ellyn	ic Water Si	upply Offic his submiti	ial Date tal. I hereby agre IL 0430450 Facility ID 60137

Felony Warning: Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony (415 ILCS 5/44 (h)).

This Agency is authorized to require this information under Illinois Compiled Statutes, 415 ILCS 5/39 (2000). Disclosure of this information is required under that Section. Failure to do so may prevent this form from being processed and could result in your application being denied.

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Page 3 of 3

of Public Water Supplies.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY DIVISION OF PUBLIC WATER SUPPLIES - PERMIT SECTION 1021 NORTH GRAND AVENUE, EAST - POST OFFICE BOX 19276 SPRINGFIELD, ILLINOIS 62794-9276

	SCHEDULE B - WATER MAIN CONSTRUCTION							
1.	Name of Public Water Supply_Village of Glen Ellyn							
2.	Name of Project_Proposed Federal Aid Project FAU 1409 Crescent Blvd							
3.	A. Standard Specifications for Water and Sewer Main Construction in Illinois (1986 Edition)	\boxtimes						
	B. Engineer's Approved Specifications on file with this Agency							
	C. Public Water Supply's Approved Specifications on file with this Agency							
	D. Specifications submitted with the plan documents							
4.	Existing population served by present supply 27,450							
5.	Population to be served by water main extensionN/A							
6.	Average daily pumpage from water works (annual basis) 2,592,679	GAL						
7.	Maximum day pumpage from water works6,000,000GAL							
8.	Capacity of water works6.6MGD							
9.	Capacity of raw water source5.1MGD							
10.	 Capacity of existing line(s) at point(s) of connection(s) <u>1.7</u>MGD 							
11 <u>.</u>	Capacity of proposed water main extension or system <u>2.2</u> MGD							
12.	Normal expected operating pressure on proposed water main extension65	PSI						
13.	Minimum expected operating pressure on proposed water main extension55	PSI						
14.	Pressure at point of connection at present maximum demand 60	PSI						

15. Calculated pressure at point of connection under maximum demand conditions after installation of water main. 60 PSI

IL 532-0159 PWS56 (REV. 8/99) PRINTED ON RECYCLED PAPER This Agency is authorized to require this information under IIInois Compiled Statutes, 1415 ILCS 5/39 (1994). Disclosure of this information is required under that Section. Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

1*\\$*

SCHEDULE B

16. Water mains to be installed must be listed below:

Pipe Size (inches)	6	8		
Total Length (feet)	96	200	-	

17. General material specifications and type of joints

DIP CL52 / Joints: Mechanical per ANSI/AWWA A21.53/C153 and ANSI/AWWA A21.11/C.11 for Joints

18. Depth of Cover 5.5-ft Minimum

19. Disinfection:

- A. Chemical used Calcium Hypochlorite
- B. Initial disinfectant concentration 25 mg/L
- C. Final disinfectant concentration 10 mg/L
- D. Retention time 24 hours
- E. Provisions must be made for collection of water samples to be collected for bacteriological analysis on two consecutive days taken at 24 hour intervals.

20. Sewer and Water Separation:

- A. Minimum horizontal and vertical separation requirements of this Agency to be followed
 Yes X No
- B. If "No", explain provisions for protection of water main

Water main Quality Storm Sewer will be used for proposed storm sewer crossings not meeting separation requirements.

21. List all deviations for this Agency's design criteria & state justification for deviations.

DRIVEN SOLDIER PILE RETAINING WALL

Effective: November 13, 2002 Revised: January 3, 2014

<u>Description</u>. This work shall consist of providing all labor, materials, and equipment necessary to fabricate, furnish, and drive the soldier piles into position to the specified elevations. Also included in this work is the furnishing and installation of lagging. All work shall be according to the details shown on the plans and as directed by the Engineer.

The remainder of the retaining wall components, if any, as shown on the plans, such as concrete facing, shear studs, reinforcement bars, tie backs, hand rails, and various drainage items etc., are not included in this Special Provision but are paid for as specified elsewhere in this Contract.

<u>Materials</u>. The materials used for the soldier piles and lagging shall satisfy the following requirements:

- (a) The structural steel components for the soldier piles shall conform to the requirements of AASHTO M270, Grade 36 (AASHTO M270M, Grade 250), unless otherwise designated on the plans.
- (b) The Controlled Low-Strength Material (CLSM), used for backfilling shaft excavations to the existing ground surface, shall be according to the Section 1019.
- (c) Timber Lagging. The minimum tabulated unit stress in bending (Fb), used for the design of the timber lagging, shall be 1000 psi (6.9 MPa) unless otherwise specified on the plans. When treated timber lagging is specified on the plans, the method of treatment shall be according to Article 1007.12. All timber shall meet the inspection requirements of Article 1007.01.
- (d) Precast Concrete Lagging. Precast concrete lagging shall be according to Section 504 of the Standard Specifications, except as modified herein. Unless specified otherwise, precast concrete lagging surfaces exposed to view in the completed wall shall be finished according to Article 503.15. When specified on the plans, the exposed surface shall be finished with a concrete form liner approved by the Engineer. The back face of the panel shall be roughly screeded to eliminate open pockets of aggregate and surface distortions in excess of 1/4 in. Reinforcement for precast concrete lagging shall be epoxy coated. Lifting inserts shall have a total minimum design capacity based on yield strength of 4 times the dead load calculated for the width of lagging used. Fabric bearing pads, when specified on the plans, shall meet the requirements of Section 1082. Threaded inserts, or other accessories, cast into the precast concrete lagging shall be galvanized according to AASHTO M111 or M232 as applicable.

Construction Requirements. The Contractor shall satisfy the following requirements:

(a) Soldier Pile Fabrication and Placement. The soldier pile is defined as the structural steel section(s) shown on the plans as well as any connecting plates used to join multiple sections. The types of soldier piles shall be defined as HP, W Sections, or Built-Up Sections. Cleaning and painting of all steel components, when specified, shall be as shown on the plans and accomplished according to Section 506. This work will not be paid for separately, but shall be considered included in the cost of Furnishing Soldier Piles of the type specified.

The soldier pile shall be shop fabricated such that no field welding is required. Piles shall be supplied and driven without splices unless approved by the Engineer. Soldier piles furnished with extra length shall be driven to the required tip elevation and cut to satisfy the top of pile elevation or driven past the required tip elevation to avoid cutting. Standard vibratory or impact hammers may be used to install the soldier piles. The Contractor shall use suitable bracing or pile leads to maintain the position of the soldier pile while driving such that the final location will satisfy the Construction Tolerances portion of this Special Provision. At the contractors option and at no extra cost to the department, the piles may be installed by setting them in predrilled excavations and backfilling with CLSM according to Section 593. The drilling methods used to maintain the shaft excavation side wall stability during the various phases of shaft excavation and concrete placement, must be appropriate for the site conditions encountered.

- (b) Obstructions. Obstructions shall be defined as any object (such as but not limited to, boulders, logs, old foundations, etc.) that cannot be penetrated with normal pile driving procedures, but requires special augers, tooling, core barrels or rock augers to remove the obstruction. When obstructions are encountered, the Contractor shall notify the Engineer and upon concurrence of the Engineer, the Contractor shall begin working to core, break up, push aside, or remove the obstruction.
- (c) Construction Tolerances. The soldier piles shall be installed to satisfy the following tolerances:
 - (1) The center of the soldier pile shall be within 2 in. (50 mm) of plan location in any direction at the top of the pile.
 - (2) The out of vertical plumbness of the soldier pile shall not exceed 1/8 in./ft. (10 mm/m).
 - (3) The top of the soldier pile shall be within ± 2 in. (± 50 mm) of the plan elevation.
- (d) Timber Lagging. Timber lagging, when required by the plans, installed below the original ground surface, shall be placed from the top down as the excavation proceeds. Lagging shown above grade shall be installed and backfilled against prior to installing any permanent facing to minimize post construction deflections. Over-excavation required to place the timber lagging behind the flanges of the soldier piles shall be the minimum necessary to install the lagging. Any voids produced behind the lagging shall be filled with porous granular embankment at the Contractors expense. When the plans require the Contractor to design the timber lagging, the design shall be based on established practices published in FHWA or AASHTO documents considering lateral earth pressure, construction loading,

traffic surcharges and the lagging span length(s). The nominal thickness of the lagging selected shall not be less than 3 in. (75 mm) and shall satisfy the minimum tabulated unit stress in bending (Fb) stated elsewhere in this Special Provision. The Contractor shall be responsible for the successful performance of the lagging system until the concrete facing is installed. When the nominal timber lagging thickness(s) and allowable stress are specified on the plans, the timber shall be rough cut or surfaced and according to Article 1007.03.

(e) Precast Concrete Lagging. Precast concrete lagging, when required by the plans, installed below the original ground surface, shall be placed from the top down as the excavation proceeds. Lagging shown above grade shall be installed and backfilled against prior to installing any permanent facing to minimize post construction deflections. Over-excavation required to place the precast lagging behind the flanges of the soldier piles shall be the minimum necessary to install the lagging. Any voids produced behind the lagging shall be filled with porous granular embankment at the Contractor's expense. When the plans require the Contractor to design the precast concrete lagging, the design shall be based on established practices published in FHWA or AASHTO documents considering lateral earth pressure, construction loading, traffic surcharges and the lagging span length(s). The Contractor shall be responsible for the successful performance of the lagging system until the permanent concrete facing, when specified on the plans, is installed.

The precast concrete lagging shall be reinforced with a minimum of 0.31 square inches/foot (655 Sq. mm/meter) of horizontal and vertical reinforcement per unit width of lagging with a minimum thickness of 3 in. (75 mm).

When precast concrete lagging is exposed to view in the completed wall, shop drawings for the lagging shall be submitted according to Article 1042.03(b) and Article 105.04 of the Standard Specifications. The supplier selected by the Contractor shall submit complete design calculations and shop drawings, prepared and sealed by an Illinois Licensed Structural Engineer, for approval by the Engineer.

- (f) Structure Excavation. When structure excavation is necessary to place a concrete facing, it shall be made and paid for according to Section 502 except that the horizontal limits for structure excavation shall be from the face of the soldier pile to a vertical plane 2 ft. (600 mm) from the finished face of the wall. The depth shall be from the top of the original ground surface to the bottom of the concrete facing. The additional excavation necessary to place the lagging whether through soil or CLSM shall be included in this work.
- (g) Geocomposite Wall Drain. When required by the plans, the geocomposite wall drain shall be installed and paid for according to Section 591 except that, in the case where a concrete facing is specified on the plans, the wall drain shall be installed on the concrete facing side of the lagging with the pervious (fabric) side of the drain installed to face the lagging. When a concrete facing is not specified on the plans, the pervious (fabric) side of the drain shall be installed to face the soil. In this case, the drain shall be installed in stages as the lagging is installed. The wall drain shall be placed in sections and spliced, or kept on a continuous roll, so that as each piece of lagging is placed, the drain can be properly located as the excavation proceeds.

<u>Method of Measurement</u>. The furnishing and driving of soldier piles will be measured for payment in feet (meters) along the centerline of the soldier pile for each of the types specified. The length shall be determined as the difference between the plan top of soldier pile and the required tip elevation.

Timber and precast lagging shall be measured for payment in square feet (square meters) of timber lagging installed to the limits as shown on the plans. The quantity shall be calculated using the minimum lagging length required on the plans multiplied by the as installed height of lagging, for each bay of lagging spanning between the soldier piles.

<u>Basis of Payment</u>. The furnishing of soldier piles will be paid for at the contract unit price per foot (meter) for FURNISHING SOLDIER PILES, of the type specified, for the total number of feet (meters) required by the plan design.

The driving of soldier piles will be paid for at the contract unit price per foot (meter) for DRIVING SOLDIER PILES. Any bracing, cutoffs, or splicing required will not be paid for separately but shall be included in this item.

The timber lagging will be paid for at the contract unit price per square foot (square meter) for UNTREATED TIMBER LAGGING, or TREATED TIMBER LAGGING as detailed on the plans. Precast concrete lagging will be paid for at the contract unit price per square foot (square meter) for PRECAST CONCRETE LAGGING as detailed on the plans.

Obstruction mitigation shall be paid for according to Article 109.04.

PIPE UNDERDRAINS FOR STRUCTURES

Effective: May 17, 2000 Revised: January 22, 2010

<u>Description</u>. This work shall consist of furnishing and installing a pipe underdrain system as shown on the plans, as specified herein, and as directed by the Engineer.

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Materials. Materials shall meet the requirements as set forth below:

The perforated pipe underdrain shall be according to Article 601.02 of the Standard Specifications. Outlet pipes or pipes connecting to a separate storm sewer system shall not be perforated.

The drainage aggregate shall be a combination of one or more of the following gradations, FA1, FA2, CA5, CA7, CA8, CA11, or CA13 thru 16, according to Sections 1003 and 1004 of the Standard Specifications.

The fabric surrounding the drainage aggregate shall be Geotechnical Fabric for French Drains according to Article 1080.05 of the Standard Specifications.

<u>Construction Requirements.</u> All work shall be according to the applicable requirements of Section 601 of the Standard Specifications except as modified below.

The pipe underdrains shall consist of a perforated pipe drain situated at the bottom of an area of drainage aggregate wrapped completely in geotechnical fabric and shall be installed to the lines and gradients as shown on the plans.

<u>Method of Measurement.</u> Pipe Underdrains for Structures shall be measured for payment in feet (meters), in place. Measurement shall be along the centerline of the pipe underdrains. All connectors, outlet pipes, elbows, and all other miscellaneous items shall be included in the measurement. Concrete headwalls shall be included in the cost of Pipe Underdrains for Structures, but shall not be included in the measurement for payment.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for PIPE UNDERDRAINS FOR STRUCTURES of the diameter specified. Furnishing and installation of the drainage aggregate, geotechnical fabric, forming holes in structural elements and any excavation required, will not be paid for separately, but shall be included in the cost of the pipe underdrains for structures.

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

SPECIAL PROVISION FOR INSURANCE

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

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

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

Village of Glen Ellyn

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

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

Effective: November 2, 2006 Revised: August 1, 2013

<u>Description</u>. 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 preventative maintenance 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).
- BPI_L = 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% AC_V 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 x D x ($G_{mb} x 46.8$) / 2000. For HMA mixtures measured in square meters: Q, metric tons = A x D x ($G_{mb} x 1$) / 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 x 8.33 lb/gal x SG / 2000
For bituminous materials measured in liters:	Q, metric tons = $V \times 1.0 \text{ kg/L} \times \text{SG} / 1000$

Where:	А	****	Area of the HMA mixture, sq yd (sq m).
			Depth of the HMA mixture, in. (mm).
	G_{mb}	=	Average bulk specific gravity of the mixture, from the approved mix design.
	V		Volume of the bituminous material gal (1)

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

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

<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 DEPARTMENTOPTION FOROF TRANSPORTATIONBITUMINOUS 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.:			miniapor			
Company Name:						
Contractor's Optio	<u>n</u> :					
ls your company op	ting to include th	is spec	ial prov	ision as part/	of the contract	?
Yes		No				
Signature:					Date:	

CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE)

Effective: April 1, 2014 Revised: August 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

Revise the fifth paragraph of Article 606.07 of the Standard Specifications to read:

"Transverse contraction and longitudinal construction joints shall be sealed according to Article 420.12, except transverse joints in concrete curb and gutter shall be sealed with polysulfide or polyurethane joint sealant."

Add the following to Section 1050 of the Standard Specifications:

"1050.04 Polyurethane Joint Sealant. The joint sealant shall be a polyurethane sealant, Type S, Grade NS, Class 25 or better, Use T (T_1 or T_2), according to ASTM C 920."

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
0/		
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<u>http://www.epa.gov/cleandiesel/verification/verif-list.htm</u>), or verified by the California Air Resources Board (CARB) (<u>http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm</u>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

CONTRACT CLAIMS (BDE)

Effective: April 1, 2014

Revise the first paragraph of Article 109.09(a) of the Standard Specifications to read:

"(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Department to ascertain the basis and amount of the claim. As a minimum, the following information must accompany each claim submitted."

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

- "(e) Procedure. The Department provides two administrative levels for claims review.
 - Level I Engineer of Construction
 - Level II Chief Engineer/Director of Highways or Designee
 - (1) Level I. All claims shall first be submitted at Level I. Two copies each of the claim and supporting documentation shall be submitted simultaneously to the District and the Engineer of Construction. The Engineer of Construction, in consultation with the District, will consider all information submitted with the claim and render a decision on the claim within 90 days after receipt by the Engineer of Construction. Claims not conforming to this Article will be returned without consideration. The Engineer of Construction may schedule a claim presentation meeting if in the Engineer of Construction's judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a Level I decision is not rendered within 90 days of receipt of the claim, or if the Contractor disputes the decision, an appeal to Level II may be made by the Contractor.
 - (2) Level II. An appeal to Level II shall be made in writing to the Engineer of Construction within 45 days after the date of the Level I decision. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Chief Engineer/Director of Highways determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within 90 days of receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Director's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim."

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 2, 2015

<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.

<u>STATE OBLIGATION</u>. 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, which may include, but is not limited to:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. 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. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 24.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

<u>BIDDING PROCEDURES</u>. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.

- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
 - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
 - (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of

efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

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

efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with Section 6 of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in

order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

- (2) The DBE may also lease trucks from a non-DBE firm, including from an owneroperator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

- (a) <u>NO AMENDMENT</u>. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be

required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

- (c) <u>SUBCONTRACT</u>. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
 - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) <u>TERMINATION AND REPLACEMENT PROCEDURES</u>. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a). Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE listed in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of

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Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime

Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

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

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

to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

EQUAL EMPLOYMENT OPPORTUNITY (BDE)

Effective: April 1, 2015

<u>FEDERAL AID CONTRACTS</u>. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

"EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the

Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

<u>STATE CONTRACTS</u>. Revise Section II of Check Sheet #5 of the Recurring Special Provisions to read:

"II. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further

that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.
- 4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5. That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- 6. That it will permit access to all relevant books, records, accounts and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- 7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights

Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

FRICTION AGGREGATE (BDE)

Effective: January 1, 2011 Revised: November 1, 2014

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

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

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination ^{5/} :
		Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete

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

Use	Mixture	Aggregates Allowed	
HMA Low ESAL	Stabilized Subbase or Shoulders	Allowed Alone or in Co Gravel Crushed Gravel Carbonate Crushed St Crystalline Crushed St Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete	tone
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	Allowed Alone or in Co Crushed Gravel Carbonate Crushed St Crystalline Crushed St Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}	one ^{2/}
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface	Allowed Alone or in Co Crushed Gravel Carbonate Crushed St Crystalline Crushed St Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}	one ^{2/}
HMA High ESAL	D Surface and Leveling Binder IL-9.5 SMA Ndesign 50 Surface	Allowed Alone or in Co Crushed Gravel Carbonate Crushed St Limestone) ^{2/} Crystalline Crushed St Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}	one (other than
		Other Combinations Al Up to 25% Limestone	lowed: With Dolomite

Mixture	Aggregates Allowed	Aggregates Allowed		
	50% Limestone	Any Mixture D aggregate other than Dolomite		
	75% Limestone	Crushed Slag (ACBF) or Crushec Sandstone		
E Surface IL-9.5 SMA Ndesign 80 Surface	Allowed Alone or in C Crushed Gravel Crystalline Crushed S Crushed Sandstone Crushed Slag (ACBF Crushed Steel Slag Crushed Concrete ³⁷ No Limestone.	Stone) <u>Allowed:</u>		
	Up to 50% Dolomite ^{2/}	With Any Mixture E aggregate		
	75% Dolomite ^{2/}	Crushed Sandstone Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone		
	75% Crushed Gravel or Crushed Concrete ^{3/}	Crushed Sandstone Crystalline Crushed Stone, Crushed Sla (ACBF), or Crushed Steel Slag		
F Surface IL-9.5 SMA Ndesign 80 Surface	Allowed Alone or in C Crystalline Crushed S Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	Stone		
	E Surface IL-9.5 SMA Ndesign 80 Surface F Surface IL-9.5 SMA Ndesign 80	F Surface IL-9.5 Allowed Alone or in C Crushed Gravel Crushed Gravel Crushed Sandstone Crushed Slag (ACBF) Surface Other Combinations A Up to 50% Dolomite ^{2/} 75% Dolomite ^{2/} 75% Dolomite ^{2/} 75% Crushed Gravel or Crushed 75% Dolomite ^{2/} 75% Crushed Gravel or Crushed Concrete ^{3/} Vip to 50% Dolomite ^{2/} 75% Crushed Gravel or Crushed Concrete ^{3/} Concrete ^{3/} F Allowed Alone or in C SMA Crushed Sandstone Crushed Sandstone Crushed Gravel or Crushed Concrete ^{3/} F Surface Allowed Alone or in C SMA Crushed Sandstone Ndesign 80 Crushed Slag (ACBF) Surface Crushed Slag (ACBF)		

Use	Mixture	Aggregates Allowed	ł
		Up to	With
		50% Crushed Gravel, Crushed Concrete ^{3/} , or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."

FUEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 1, 2009 Revised: July 1, 2009

<u>Description</u>. Fuel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in fuel 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 fuel cost adjustments for all categories of work. Failure to indicate "Yes" for any category of work will make that category of work exempt from fuel cost adjustment.

<u>General</u>. The fuel cost adjustment shall apply to contract pay items as grouped by category. The adjustment shall only apply to those categories of work checked "Yes", and only when the cumulative plan quantities for a category exceed the required threshold. Adjustments to work items in a category, either up or down, and work added by adjusted unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Added work paid for by time and materials will not be subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

- (a) Categories of Work.
 - (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
 - (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
 - (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.

- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.
- (b) Fuel Usage Factors.

English Units Category A - Earthwork B – Subbase and Aggregate Base courses C – HMA Bases, Pavements and Shoulders D – PCC Bases, Pavements and Shoulders E – Structures	Factor 0.34 0.62 1.05 2.53 8.00	Units gal / cu yd gal / ton gal / ton gal / cu yd gal / \$1000
Metric Units Category A - Earthwork B – Subbase and Aggregate Base courses C – HMA Bases, Pavements and Shoulders D – PCC Bases, Pavements and Shoulders E – Structures	Factor 1.68 2.58 4.37 12.52 30.28	Units liters / cu m liters / metric ton liters / metric ton liters / cu m liters / \$1000

(c) Quantity Conversion Factors.

Category	Conversion	Factor
В	sq yd to ton sq m to metric ton	0.057 ton / sq yd / in depth 0.00243 metric ton / sq m / mm depth
С	sq yd to ton sq m to metric ton	0.056 ton / sq yd / in depth 0.00239 m ton / sq m / mm depth
D	sq yd to cu yd sq m to cu m	0.028 cu yd / sq yd / in depth 0.001 cu m / sq m / mm depth

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Method of Adjustment. Fuel cost adjustments will be computed as follows.

 $CA = (FPI_P - FPI_L) \times FUF \times Q$

Where: CA	= Cost Adjustment, \$
FPI _P	= Fuel Price Index, as published by the Department for the month the work is
	performed, \$/gal (\$/liter)
FPI L	= Fuel Price Index, as published by the Department for the month prior to the
	letting, \$/gal (\$/liter)
FUF	= Fuel Usage Factor in the pay item(s) being adjusted
Q	 Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

The entire FUF indicated in paragraph (b) will be used regardless of use of trucking to perform the work.

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

Final Quantities. Upon completion of the work and determination of final pay quantities, an adjustment will be prepared to reconcile any differences between estimated quantities previously paid and the final quantities. The value for the balancing adjustment will be based on a weighted average of FPI_P and Q only for those months requiring the cost adjustment. The cost adjustment will be applicable to the final measured quantities of all applicable pay items.

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

Percent Difference = { $(FPI_L - FPI_P) \div FPI_L$ } × 100

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR FUEL 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 fuel cost adjustments in all categories. Failure to indicate "Yes" for any category of work at the time of bid will make that category of work exempt from fuel cost adjustment. After award, this 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 part of the contract plans for the following categories of work?

Signature:			Date:
Category E	Structures	Yes	
Category D	PCC Bases, Pavements and Shoulders	Yes	
Category C	HMA Bases, Pavements and Shoulders	Yes	
Category B	Subbases and Aggregate Base Courses	Yes	
Category A	Earthwork.	Yes	

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HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010 Revised: April 1, 2012

<u>Description</u>. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

<u>Quality Control/Quality Assurance (QC/QA)</u>. Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a oneminute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	Ndesign = 50	93.0 - 97.4%	91.0%
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 - 96.0%	90.0%
IL-9.5,IL-9.5L, IL-12.5	Ndesign < 90	92.5 - 97.4%	90.0%
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 - 96.0%	90.0%
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 - 97.4%	90.0%

P			
SMA	Ndesign = 50 & 80	93.5 - 97.4%	91.0%
All Other	Ndesign = 30	93.0 - 97.4%	90.0%"

HOT MIX ASPHALT - PRIME COAT (BDE)

Effective: November 1, 2014

Revise Note 1 of Article 406.02 of the Standard Specifications to read:

"Note 1. The bituminous material used for prime coat shall be one of the types listed in the following table.

When emulsified asphalts are used, any dilution with water shall be performed by the emulsion producer. The emulsified asphalt shall be thoroughly agitated within 24 hours of application and show no separation of water and emulsion.

Application	Bituminous Material Types
Prime Coat on Brick, Concrete, or HMA Bases	SS-1, SS-1h, SS-1hP, SS-1vh, RS-1, RS-2, CSS-1, CSS-1h, CSS-1hp, CRS-1, CRS-2, HFE-90, RC-70
Prime Coat on Aggregate Bases	MC-30, PEP"

Add the following to Article 406.03 of the Standard Specifications.

"(i)	Vacuum Sweeper	19
(j)	Spray Paver)6"

Revise Article 406.05(b) of the Standard Specifications to read:

- "(b) Prime Coat. The bituminous material shall be prepared according to Article 403.05 and applied according to Article 403.10. The use of RC-70 shall be limited to air temperatures less than 60 °F (15 °C).
 - (1) Brick, Concrete or HMA Bases. The base shall be cleaned of all dust, debris and any substance that will prevent the prime coat from adhering to the base. Cleaning shall be accomplished by sweeping to remove all large particles and air blasting to remove dust. As an alternative to air blasting, a vacuum sweeper may be used to accomplish the dust removal. The base shall be free of standing water at the time of application. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface as specified in the following table.

Type of Surface to be Primed	Residual Asphalt Rate lb/sq ft (kg/sq m)
Milled HMA, Aged Non-Milled HMA, Milled Concrete, Non-Milled Concrete & Tined Concrete	0.05 (0.244)
Fog Coat between HMA Lifts, IL-4.75 & Brick	0.025 (0.122)

The bituminous material for the prime coat shall be placed one lane at a time. If a spray paver is not used, the primed lane shall remain closed until the prime coat is

fully cured and does not pickup under traffic. When placing prime coat through an intersection where it is not possible to keep the lane closed, the prime coat may be covered immediately following its application with fine aggregate mechanically spread at a uniform rate of 2 to 4 lb/sq yd (1 to 2 kg/sq m).

(2) Aggregate Bases. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface of 0.25 lb/sq ft \pm 0.01 (1.21 kg/sq m \pm 0.05).

The prime coat shall be permitted to cure until the penetration has been approved by the Engineer, but at no time shall the curing period be less than 24 hours for MC-30 or four hours for PEP. Pools of prime occurring in the depressions shall be broomed or squeegeed over the surrounding surface the same day the prime coat is applied.

The base shall be primed 1/2 width at a time. The prime coat on the second half/width shall not be applied until the prime coat on the first half/width has cured so that it will not pickup under traffic.

The residual asphalt rate will be verified a minimum of once per type of surface to be primed as specified herein for which at least 2000 tons (1800 metric tons) of HMA will be placed. The test will be according to the "Determination of Residual Asphalt in Prime and Tack Coat Materials" test procedure.

Prime coat shall be fully cured prior to placement of HMA to prevent pickup by haul trucks or paving equipment. If pickup occurs, paving shall cease in order to provide additional cure time, and all areas where the pickup occurred shall be repaired.

If after five days, loss of prime coat is evident prior to covering with HMA, additional prime coat shall be placed as determined by the Engineer at no additional cost to the Department."

Revise the last sentence of the first paragraph of Article 406.13(b) of the Standard Specifications to read:

"Water added to emulsified asphalt, as allowed in Article 406.02, will not be included in the quantities measured for payment."

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

"Aggregate for covering prime coat will not be measured for payment."

Revise the first paragraph of Article 406.14 of the Standard Specifications to read:

"406.14 Basis of Payment. Prime Coat will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT), or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)."

Revise Article 407.02 of the Standard Specifications to read:

"407.02 Materials. Materials shall be according to Article 406.02, except as follows.

Item		Article/Section
(a) Packaged Rapid Hardening	Mortar or Concrete	

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

"(b) A bituminous prime coat shall be applied between each lift of HMA according to Article 406.05(b)."

Delete the second paragraph of Article 407.12 of the Standard Specifications.

Revise the first paragraph of Article 408.04 of the Standard Specifications to read:

"**408.04 Method of Measurement.** Bituminous priming material will be measured for payment according to Article 406.13."

Revise the first paragraph of Article 408.05 of the Standard Specifications to read:

"408.05 Basis of Payment. This work will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT) or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT) and at the contract unit price per ton (metric ton) for INCIDENTAL HOT-MIX ASPHALT SURFACING."

Revise Article 1032.02 of the Standard Specifications to read:

"1032.02 Measurement. Asphalt binders, emulsified asphalts, rapid curing liquid asphalt, medium curing liquid asphalts, slow curing liquid asphalts, asphalt fillers, and road oils will be measured by weight.

A weight ticket for each truck load shall be furnished to the inspector. The truck shall be weighed at a location approved by the Engineer. The ticket shall show the weight of the empty truck (the truck being weighed each time before it is loaded), the weight of the loaded truck, and the net weight of the bituminous material.

When an emulsion or cutback is used for prime coat, the percentage of asphalt residue of the actual certified product shall be shown on the producer's bill of lading or attached certificate of analysis. If the producer adds extra water to an emulsion at the request of the purchaser, the amount of water shall also be shown on the bill of lading.

Payment will not be made for bituminous materials in excess of 105 percent of the amount specified by the Engineer."

Add the following to the table in Article 1032.04 of the Standard Specifications.

"SS-1vh	160-180	70-80
RS-1, CRS-1	75-130	25-55"

Add the following to Article 1032.06 of the Standard Specifications.

"(g) Non Tracking Emulsified Asphalt SS-1vh shall be according to the following.

	Requiremer	its for SS-1vh	
Test		SPEC	AASHTO Test Method
Saybolt Viscosity @ 25C,	SFS	20-200	T 72
Storage Stability, 24hr.,	%	1 max.	Т 59
Residue by Evaporation,	%	50 min.	Т 59
Sieve Test,	%	0.3 max.	T 59
Tests	on Residue	e from Evapora	ation
Penetration @25°C, 100g., 5	sec., dmm	20 max.	T 49
Softening Point,	°C	65 min.	Т 53
Solubility,	%	97.5 min.	T 44
Orig. DSR @ 82°C,	kPa	1.00 min.	T 315"

Revise the last table in Article 1032.06(f)(2)d. of the Standard Specifications to read:

	······································
"Grade	Use
SS-1, SS-1h, RS-1, RS-2, CSS-1, CRS-1, CRS-2, CSS-1h, HFE-90, SS-1hP, CSS-1hP, SS-1vh	Prime or fog seal
PEP	Bituminous surface treatment prime
RS-2, HFE-90, HFE-150, HFE- 300, CRSP, HFP, CRS-2, HFRS-2	Bituminous surface treatment
CSS-1h Latex Modified	Microsurfacing"

Add the following to Article 1101 of the Standard Specifications.

"**1101.19 Vacuum Sweeper.** The vacuum sweeper shall have a minimum sweeping path of 52 in. (1.3 m) and a minimum blower rating of 20,000 cu ft per minute (566 cu m per minute)."

Add the following to Article 1102 of the Standard Specifications:

"1102.06 Spray Paver. The spreading and finishing machine shall be capable of spraying a rapid setting emulsion tack coat, paving a layer of HMA, and providing a smooth HMA mat in one pass. The HMA shall be spread over the tack coat in less than five seconds after the

application of the tack coat during normal paving speeds. No wheel or other part of the paving machine shall come into contact with the tack coat before the HMA is applied. In addition to meeting the requirements of Article 1102.03, the spray paver shall also meet the requirements of Article 1102.05 for the tank, heating system, pump, thermometer, tachometer or synchronizer, and calibration. The spray bar shall be equipped with properly sized and spaced nozzles to apply a uniform application of tack coat at the specified rate for the full width of the mat being placed."

LRFD STORM SEWER BURIAL TABLES (BDE)

Effective: November 1, 2013 Revised: April 1, 2015

Revise Article 550.02 of the Standard Specifications to read as follows:

"Item	Article Section
(a) Clay Sewer Pipe	
(b) Extra Strength Clay Pipe	
(c) Concrete Sewer, Storm Drain, and Culvert Pipe	
(d) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe	
(e) Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe (N	lote 1) 1042
(f) Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe (Note	1) 1042
(g) Polyvinyl Chloride (PVC) Pipe	
(h) Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior	
(i) Corrugated Polypropylene (CPP) Pipe with Smooth Interior	
(j) Rubber Gaskets and Preformed Flexible Joint Sealants for Concrete Pi	pe 1056
(k) Mastic Joint Sealer for Pipe	
(I) External Sealing Band	
(m) Fine Aggregate (Note 2)	
(n) Coarse Aggregate (Note 3)	
(o) Reinforcement Bars and Welded Wire Fabric	
(p) Handling Hole Plugs	
(q) Polyethylene (PE) Pipe with a Smooth Interior	
(r) Corrugated Polyethylene (PE) Pipe with a Smooth Interior	

Note 1. The class of elliptical and arch pipe used for various storm sewer sizes and heights of fill shall conform to the requirements for circular pipe.

Note 2. The fine aggregate shall be moist.

Note 3. The coarse aggregate shall be wet."

Revise the table for permitted materials in Article 550.03 of the Standard Specifications as follows:

"Class	Materials
A	Rigid Pipes:
	Clay Sewer Pipe
	Extra Strength Clay Pipe
	Concrete Sewer, Storm Drain, and Culvert Pipe
	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
В	Rigid Pipes:
	Clay Sewer Pipe
	Extra Strength Clay Pipe
	Concrete Sewer, Storm Drain, and Culvert Pipe
	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
	Flexible Pipes:
	Polyvinyl Chloride (PVC) Pipe
	Corrugated Polyvinyl Chloride Pipe (PVC) with a Smooth Interior
	Polyethylene (PE) Pipe with a Smooth Interior
	Corrugated Polyethylene (PE) Pipe with a Smooth Interior
	Corrugated Polypropylene (CPP) Pipe with a Smooth Interior"

Replace the storm sewers tables in Article 550.03 of the Standard Specifications with the following:

			FOR	KIND OF FOR A GIVEN PIPE		MATERIAL PI DIAMETERS	STORM PERMITT S AND FI	STORM SEWERS ERMITTED AND STR AND FILL HEIGHTS	IM SEWERS TTED AND STRENGTH REQUIRED FILL HEIGHTS OVER THE TOP OF	TH REQU	I REQUIRED THE TOP OF THE PIPE	PIPE				
				Type '	+							Type 2	2			
Nominal Diameter			Fill Wit	Height: (h 1' minin	Fill Height: 3' and less With 1' minimum cover							eight: Greater th not exceeding 10'	Fill Height: Greater than 3' not exceeding 10'	3		
-	RCCP	CSP	ESCP	PVC	CPVC	ЫЦ	CPE	СРР	RCCP	CSP	ESCP	PVC	CPVC	ЪЕ	CPE	СРР
10	NA	3	×	×	×	×	×	AN	AN	F	×	×	×	×	×	NA
12	2	NA	×	×	×	×	×	×	=		×	×	×	×	×	×
15	2	AN	NA	×	×	NA	×	×	=		¥	×	×	AN	×	×
18	2	AN	AN	×	×	×	×	×	=	2	×	×	×	×	×	×
21	=	NA	AN	×	×	AN	AN	AN	=	2	×	×	×	AN	AA	AN
24	≡	NA	AN	×	×	×	×	×	=	2	×	×	×	×	×	×
27	=	ΑN	AN	AA	NA	NA	NA	NA	=	e	×	NA	NA	NA	AN	NA
30	2	V	AN	×	×	×	×	×		с С	×	×	×	×	×	×
33	=	NA	NA	AA	NA	NA	NA	NA	=	AN	×	AN	AN	AN	NA	AN
36	Ξ	AN	٩N	×	×	×	×	×	=	NA	×	×	×	×	×	×
42		NA	×	×	NA	×	×	AN		AN	×	×	AN	×	AN	AN
48	=	NA	×	×	NA	×	×	×	=	AN	×	×	AN	×	AN	AN
54		AN	NA	ΨN	NA	NA	NA	NA	=	NA	NA	AN	NA	AN	NA	NA
60	=	AN	AN	Ą	ΔN	ΨN	AA	×	=	AN	AN	AN	AN	ΑN	NA	×
66	=	AN	AN	AN	AN	AN	NA	NA	=	NA	AN	AA	AN	٩N	AN	AN
72	=	NA	NA	¥	NA	AN	NA	NA	=	NA	AA	NA	NA	NA	NA	AN
78	=	Ϋ́Z	AN	¥	AN	AN	¥	AN		AN	AN	٩Z	AN	AN	AN	AN
84	=	NA	NA	NA	NA	NA	NA	NA	=	AN	AN	AN	AN	NA	AN	AN
06	=	AN	NA	AN	AA	AN	AA	NA	=	NA	NA	NA	NA	NA	AN	NA
96	=	Δ Z	AN	A	AN	AN	AN	AN	=	AN	AN	AA	AN	AN	AN	NA
102	=	AN	AN	A	AN	AN	ΝA	AN	=	AN	AN	AA	AN	AN	NA	NA
108	=	NA	NA	NA	AN	NA	NA	NA	=	AN	AN	AA	NA	AA	AN	NA
RCCP Reinfo	Reinforced Concrete Culvert,	Stere Culvi		Storm Drain, and S	d Sewer Pipe	ipe										
	Concrete Sewer, Storm drain,			UIVER FID	ę											

Concrete Sewer, Storm drain, and Culvert Pipe Polyvinyl Chloride Pipe Corrugated Polyvinyl Chloride Pipe Extra Strength Clay Pipe Polyethylene Pipe with a Smooth Interior Corrugated Polypropylene Pipe with a Smooth Interior

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CPP CPP CPP CPP CPP CPP

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This material may be used for the given pipe diameter and fill height. This material is Not Acceptable for the given pipe diameter and fill height. May also use Standard Strength Clay Pipe

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			FO	KIND OF FOR A GIVEN PIPE		S MATERIAL DIAMETER		FILL HEIG	FILL HEIGHTS OVER THE TOP OF	STH REQUER THE TO	QUIRED TOP OF THE PIPE	E PIPE				
				Type .	÷ 1							Type :	e 2			
Nominal Diameter in			Fill F With 3	Height: 1 00 mm m	Fill Height: 1 m and less (ith 300 mm minimum cover	s ver					ШЩ	eight: Greater tha not exceeding 3 m	Fill Height: Greater than 1 m not exceeding 3 m	E E		
	RCCP	CSP	ESCP	PVC	CPVC	ш	CPE	СРР	RCCP	CSP	ESCP	PVC	CPVC	ЪЕ	CPE	СРР
250	AN	3	×	×	×	×	×	NA	NA	-	×,	×	×	×	×	NA
300	2	AN	×	×	×	×	×	×	=	~~	×	×	×	×	: ×	×
375	2	NA	NA	Х	X	AA	×	×	=		×	×	×	AN	×	×
450	2	NA	NA	×	×	×	×	×	=	2	×	×	×	×	×	×
525		NA	Υ Ζ	×	×	AN	AN	AN	=	2	×	×	×	AN	AN	AN
600	Ξ	NA	NA	×	×	×	×	×	=	2	×	×	×	×	×	×
675	=	NA	NA	AN	NA	NA	AN	AN	=	e	×	NA	NA	NA	NA	NA
750	2	AN	AN NA	×	×	×	×	×	=	n	×	×	×	×	×	×
825	Ξ	NA	NA	NA	NA	NA	NA	AA	=	NA	×	NA	ΑN	AN	AA	NA
006	=	NA	NA	×	×	×	×	×	=	NA	×	×	×	×	×	×
1050	=	NA	×	×	NA	×	×	AN	=	NA	×	×	NA	×	NA	NA
1200	-	AN	×	×	AN	×	×	×	=	NA	×	×	NA	×	NA	AN
1350	=	ΝA	A	AN	AN	AN	AA	NA	=	NA	NA	NA	NA	NA	NA	AA
1500		Υ Ν	AN	AN	AN	AN	NA	×	=	AN	AN	AN	AN	AN	AN	×
1650	=	AN	AN	AN	AA	AN	AN	AN	=	NA	NA	NA	AA	AN	ΝA	AN
1800		AN	AN M	AN	AN	AN	NA	NA	=	NA	NA	NA	NA	NA	NA	NA
1950		AN	AN	AN	AN	AN	AN	AN	=	NA	NA	AN	AN	AN	NA	AN
2100	=	NA	NA	NA	AN	NA	NA	NA	=	NA	NA	AN	AA	AN	AN	AN
2250		AN	AN	AZ	AN	AN	NA	NA	=	NA	NA	NA	AN	NA	NA	NA
2400		AN	AN	A	AN	AN	AN	ΝA	=	AN	NA	AN	AA	AN	AN	AN
2550		AN	AN	AN	AN	AN	AN	AN	=	NA	NA	AN	NA	AN	AN	NA
21	=	AN	AN	NA	AN	AN	NA	NA	=	NA	NA	NA	NA	AN	AN	AN
RCCP Reinfo	Reinforced Concrete Culvert, Ston Concrete Sewer Storm drain and	Storm de	ert, Storm	n Drain, and Culvert Pine	m Drain, and Sewer Pipe	ipe										
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Concrete Sewer, Storm drain, and Culvert Pipe
 Polyvinyl Chloride Pipe
 Corrugated Polyvinyl Chloride Pipe
 Extra Strength Clay Pipe
 Polyethylene Pipe with a Smooth Interior
 Corrugated Polypropylene Pipe with a Smooth Interior
 Corrugated Polypropylene Pipe with a Smooth Interior
 This material may be used for the given pipe diameter and fill height.
 This material is Not Acceptable for the given pipe diameter and fill height.

	Τ			Т			Ι			Τ			Γ			T										1
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		than 15' 20'	CPVC	×	×	×	×	×	×	AN	×	NA	×	٩Z	NA	NA	AN	NA	NA	٩N	AA	AN	AA	AA	AN	
111	Type 4	eight: Greater the not exceeding 20'	PVC	×	×	×	×	×	×	NA	×	AN	×	×	×	NA	AN	AN	NA	AN	ΝA	AN	AN	AN	AN	
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EQUIRED E TOP OI			CSP	6	AN	AN	AN	AN	AN	NA	AN	AN	AN	AN	AA	NA	NA	AN	NA	AN	NA	NA	NA	NA	AN	
M SEWERS TED AND STRENGTH REQUIRED -ILL HEIGHTS OVER THE TOP OF THE PIPE			RCCP	NA	2	≥	≥	≥	2	2	2	≥	2	2	≥	 ≥	2	2	≥	2	N	1680	1690	1700	1710	
WERS AND STF IEIGHTS			СРР	AN	×	×	×	AN	AN	NA	×	NA	NA	AN	NA	NA	AN	NA	NA	AN	NA	AN	AN	AN	NA	
S M S			CPE	×	AA	NA	NA	NA	AA	NA	AN	NA	NA	AA	NA	ΝA	AN	NA	AA	AN	NA	NA	AN	AN	NA	
STOF IAL PERMI TERS AND		0,	PE	×	×	NA	×	AN	×	NA	×	AA	×	×	Х	NA	ΔN	NA	NA	AN	NA	NA	AN	NA	NA	ipe
STOF KIND OF MATERIAL PERMI FOR A GIVEN PIPE DIAMETERS AND	3	Fill Height: Greater than 10' not exceeding 15'	CPVC	×	×	×	×	×	Х	NA	×	NA	×	NA	NA	NA	NA	NA	ΝA	ΝA	AN	AN	NA	NA	NA	Storm Drain, and Sewer Pipe
KIND O	Type 3	eight: Greater tha not exceeding 15'	PVC	×	×	×	×	×	×	NA	×	AN	×	×	×	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN	Drain, and
FOR A G		Fill Heig	ESCP	×	×	×	×	AN	AN	ΨN	ΥN	NA	AN	ΨZ	AA	ΔN	AN	ΥN	AN	ΨZ	AN	AN	ΥN	ΥN	AN	irt, Storm [
			CSP	2	2	3	AN	AN	NA	AN	AN	AN	AN	AN	AN	AN	NA	AN	ΝA	AN	AN	AN	ΑN	AN	AN	rete Culvert, 1
			RCCP	NA	=	=	=	=	=	=		=		anter a	≡				=				=	_	1360	Reinforced Concrete Cu
		Nominal Diameter in		10	12	15	18	21	24	27	30	33	36	42	48	54	00	99	72	78	84	06	96	102	<u>∞</u>	RCCP Reinfo

CCPC CCPC CCPE NA NA Note

Concrete Sever, Storm drain, and Culvert Pipe Polyvinyl Chloride Pipe Extra Strength Clay Pipe Extra Strength Clay Pipe Corrugated Polyvinyl Chloride Pipe Extra Strength Clay Pipe Corrugated Polyethylene Pipe with a Smooth Interior Corrugated Polyethylene Pipe with a Smooth Interior Corrugated Polypropylene Pipe With a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

			FOR A GI	KIND OF VEN PIPE	STORM SEWERS (metric) KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF	STORM S VL PERMIT ERS AND I	STORM SEWERS (metric) L PERMITTED AND STRE ERS AND FILL HEIGHTS C	S (metric) ND STRE IGHTS C	SEWERS (metric) TTED AND STRENGTH REQUIRED FILL HEIGHTS OVER THE TOP OF THE PIPE	COURED TOP OF	THE PIPE				
				Type 3	3							Type 4			
Nominal Diameter			Fill Hei no	leight: Greater than not exceeding 4.5 m	Fill Height: Greater than 3 m not exceeding 4.5 m	ε					Fill Height: Greater than 4.5 m not exceeding 6 m	ight: Greater than not exceeding 6 m	han 4.5 m 6 m		
2	RCCP	CSP	ESCP	PVC	CPVC	ЪЕ	CPE	СРР	RCCP	CSP	ESCP	PVC	CPVC	ЪЕ	СРР
250	NA	2	×	×	×	×	×	NA	NA	m	×	×	×	×	NA
300		2	×	×	×	×	AN	×	2	AN	AN	×	×	×	AN
375	=	3	×	×	×	AA	AN	×	≥	NA	AN	×	×	NA	×
450	=	ΨN	×	×	×	×	NA	×	2	NA	NA	×	×	×	NA
525		A N	٩ Z	×	×	AN	A	ΔN	≥	NA	NA	×	×	AN	NA
600	≡	AN	AN	×	×	×	NA	NA	≥	AN	AN	×	×	×	NA
675		۲ ۷	AN	AN	AN	AN	AA	NA	N	AN	NA	NA	NA	NA	NA
750	-	ΨZ	AN	×	×	×	AN	×	2	AN	AN	×	×	×	AN
825	Ξ	AN	AN	AN	NA	NA	NA	AA	2	AN	AN	AN	NA	NA	AN
006	=	۷ ۷	AN	×	×	×	AN	AN	2	AN	AN	×	×	×	AN
1050	=	AN	AN	×	AN	×	AN	AN	≥	NA	AN	×	AN	×	NA
1200	=	AN	AN	×	AN	×	NA	NA	≥	NA	NA	×	AN	×	NA
1350	=	AN	AN	NA	Υ	NA	NA	NA	≥	NA	NA	NA	AN	NA	NA
1500	=	AN	AN	AN	AA	AN	AN	NA	≥	NA	AN	AN	AN	NA	NA
1650	=	AN	AN	AN	NA	AA	AA	NA	≥	NA	NA	AN	AN	AN	NA
1800	=	NA	٩Z	ΥN	AN	A	A	AN	≥	AN	AN	AN	NA	NA	NA
1950	=	AN	A N	AN	ΨN	AA	AN	NA	2	AN	AN	AN	AN	NA	AN
2100	≡	AN	ΔN	AN	AA	NA	NA	NA	≥	AA	NA	AN	NA	AN	AN
2250	=	AN	٩Z	AA	AN	NA	NA	NA	80	NA	NA	NA	NA	NA	NA
2400	=	ΔN	٩٧	AN	AN	AN	AN	AA	80	AN	AN	AN	AN	AN	AN
2550		AN	ΔN	AA	AA	NA	NA	AN	80	AA	NA	AN	NA	AN	AN
2700	70	NA	NA	NA	AN	NA	NA	NA	80	AN	N	AN	NA	AN	NA
CSP Concr	Reinforced Concrete Culvert, Storm Drain, and Concrete Sewer Storm drain and Culvert Biog	storm dra	vert, Storm Drain,	rain, and §	and Sewer Pipe	C)									
	Telle Sewer.	olorn ora	Nn. and Cui	Ver Proe											

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currete sewer, storm drain, and Culvert Pipe Polyvinyl Chloride Pipe

Corrugated Polyvinyl Chloride Pipe Extra Strength Clay Pipe

CSP PVC PVC PPC CPP CPP CPP NA NA NA NA

Polytethylene Pipe with a Smooth Interior Corrugated Polyethylene Pipe with a Smooth Interior Corrugated Polypropylene pipe with a Smooth Interior This material may be used for the given pipe diameter and fill height. This material is Not Acceptable for the given pipe diameter and fill height. May also use Standard Strength Clay Pipe RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE	Type 5 Type 6 Type 7	Fill Height: Greater than 20' Fill Height: Greater than 25' Fill Height: Greater than 30' not exceeding 35' not exceeding 35'	RCCP PVC CPVC RCCP PVC CPVC RCCP CPVC	X X NA X X NA		V X X V X X V				NA NA V NA NA V		NA NA V NA NA V		NA V X NA V	X NA V X NA V	NA V NA NA V	NA NA V NA	NA NA V NA NA V	NA NA V NA NA V	NA NA 2370 NA NA 2730	NA 2380 NA NA	NA NA 2390 NA NA 2750	NA NA 2400 NA NA 2750	NA NA 2410 NA	NA 2410 NA NA 2770
KIND OF M A GIVEN PIPE D	Type (Fill Height: Grea not exceedi																							
FOF		Nominal Diameter	: :	10	12	15	18	21	24	27	30	33	36	42	48	54	60	66	72	78	84	06	96	102	108

PVC CPVC NA NA Note

Polyviny Choride Pipe Corrugated Polyviny Chloride Pipe Extra Strength Clay Pipe This material may be used for the given pipe diameter and fill height. This material is Not Acceptable for the given pipe diameter and fill height. RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

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	KIN	D OF MAT	STOF ERIAL PE	STORM SEWERS (metric) KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED	s (metric) VD STREN	GTH REQU	IRED	
Ĕ	OR A GIVEN	PIPE DIAI	METERS /	AND FILL HE	IGHTS OV	ER THE TO	FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE	ш
		Type 5			Type 6		Type 7	e 7
Nominal Diameter in	Fill Height not e	Fill Height: Greater than 20' not exceeding 25'	than 20' 25'	Fill Heigh not	Fill Height: Greater than 25' not exceeding 30'	than 25' 30'	Fill Height: Greater than 30' not exceeding 35'	eater than 30' eding 35'
	RCCP	PVC	CPVC	RCCP	PVC	CPVC	RCCP	CPVC
250	AN	×	×	NA	×	×	NA	×
300	2	×	×	>	×	×	>	×
375	≥	×	×	V	×	×	>	×
450	2	×	×	>	×	×	>	×
525	2	×	×	>	×	×	>	×
600	2	×	×	>	×	×	>	×
675	2	NA	NA	7	AN	NA	>	NA
750	2	×	×	>	×	×	>	×
825	2	NA	AN	>	AN	AN	>	AN
006	2	×	×	>	×	×	>	×
1050	2	×	٩N	>	×	AN	>	AN
1200	2	×	NA	>	×	NA	>	AN
1350	2	NA	NA	>	NA	NA	>	NA
1500	2	ΥN	AN	>	AN	AN	>	AN
1650	2	NA	NA	>	AN	AN	>	ΥN
1800	>	AN	NA	7	AN	AN	>	NA
1950	100	AN	AN	110	AN	AN	130	AN
2100	100	NA	AA	110	NA	AN	130	AN
2250	100	Ϋ́	AN	110	AN	AN	130	NA
2400	100	ΥN	AN	120	AN	AN	130	AN
2550	100	AN	AA	120	NA	AN	130	NA
2700	100	NA	NA	120	NA	NA	130	AN
RCCP Reinfo	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe	te Culvert,	Storm Dra	in, and Sewe	er Pipe			
	Colorina Chicker				۲ L.			

PVC CPVC NA Note

Polyvinyl Chloride Pipe Corrugated Polyvinyl Chloride Pipe Extra Strength Clay Pipe This material may be used for the given pipe diameter and fill height. This material is Not Acceptable for the given pipe diameter and fill height. RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

Revise the sixth paragraph of Article 550.06 of the Standard Specifications to read:

"PVC, PE and CPP pipes shall be joined according to the manufacturer's specifications."

Revise the first and second paragraphs of Article 550.08 of the Standard Specifications to read:

***550.08 Deflection Testing for Storm Sewers.** All PVC, PE, and CPP storm sewers shall be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted. The testing shall be performed in the presence of the Engineer.

For PVC, PE, and CPP storm sewers with diameters 24 in. (600 mm) or smaller, a mandrel drag shall be used for deflection testing. For PVC, PE, and CPP storm sewers with diameters over 24 in. (600 mm), deflection measurements other than by a mandrel shall be used."

Revise the fifth paragraph of Article 550.08 to read as follows.

"The outside diameter of the mandrel shall be 95 percent of the base inside diameter. For all PVC pipe the base inside diameter shall be defined using ASTM D 3034 methodology. For all PE and CPP pipe, the base inside diameter shall be defined as the average inside diameter based on the minimum and maximum tolerances specified in the corresponding ASTM or AASHTO material specifications."

Revise the first paragraph of Article 1040.03 of the Standard Specifications to read:

"1040.03 Polyvinyl Chloride (PVC) Pipe. Acceptance testing of PVC pipe and fittings shall be accomplished during the same construction season in which they are installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements."

Delete Articles 1040.03(e) and (f) of the Standard Specifications.

Revise Articles 1040.04(c) and (d) of the Standard Specifications to read:

- "(c) PE Profile Wall Pipe for Insertion Lining. The pipe shall be according to ASTM F 894. When used for insertion lining of pipe culverts, the pipe liner shall have a minimum pipe stiffness of 46 psi (317 kPa) at five percent deflection for nominal inside diameters of 42 in. (1050 mm) or less. For nominal inside diameters of greater than 42 in. (1050 mm), the pipe liner shall have a minimum pipe stiffness of 32.5 psi (225 kPa) at five percent deflection. All sizes shall have wall construction that presents essentially smooth internal and external surfaces.
- (d) PE Pipe with a Smooth Interior. The pipe shall be according to ASTM F 714 (DR 32.5) with a minimum cell classification of PE 335434 as defined in ASTM D 3350. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written

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certification that the material meets those properties and the resin used to manufacture the pipe meets or exceeds the minimum cell classification requirements."

Add the following to Section 1040 of the Standard Specifications:

"1040.08 Polypropylene (PP) Pipe. Storage and handling shall be according to the manufacturer's recommendations, except in no case shall the pipe be exposed to direct sunlight for more than six months. Acceptance testing of the pipe shall be accomplished during the same construction season in which it is installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.

- (a) Corrugated PP Pipe with a Smooth Interior. The pipe shall be according to AAHSTO M 330 (nominal size 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type S or D.
- (b) Perforated Corrugated PP Pipe with A Smooth Interior. The pipe shall be according to AASHTO M 330 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type SP. In addition, the top centerline of the pipe shall be marked so that it is readily visible from the top of the trench before backfilling, and the upper ends of the slot perforations shall be a minimum of ten degrees below the horizontal."

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MECHANICAL SIDE TIE BAR INSERTER (BDE)

Effective: August 1, 2014 Revised: January 1, 2015

Add the following to Article 420.03 of the Standard Specifications:

(k) Mechanical Side Tie Bar Inserters1103.18

Revise Article 420.05(b) of the Standard Specifications to read:

- "(b) Longitudinal Construction Joint. The tie bars shall be installed using one of the following methods.
 - (1) Preformed or Drilled Holes. The tie bars shall be installed with an approved nonshrink grout or chemical adhesive providing a minimum pull-out strength as follows.

Bar Size	Minimum Pull-Out Strength
 No. 6 (No. 19)	11,000 lb (49 kN)
No. 8 (No. 25)	19,750 lb (88 kN)

Holes shall be blown clean and dry prior to placing the grout or adhesive. If compressed air is used, the pneumatic tool lubricator shall be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines. The installation shall be with methods and tools conforming to the grout or adhesive manufacturer's recommendations.

The Contractor shall load test five percent of the first 500 tie bars installed. No further installation will be allowed until the initial five percent testing has been completed and approval to continue installation has been given by the Engineer. Testing will be required for 0.5 percent of the bars installed after the initial 500. For each bar that fails to pass the minimum requirements, two more bars selected by the Engineer shall be tested. Each bar that fails to meet the minimum load requirement shall be requirements of ASTM E 488. All tests shall be performed within 72 hours of installation. The tie bars shall be installed and approved before concrete is placed in the adjacent lane."

(2) Inserted. The tie bars shall be installed with the use of a mechanical side tie bar inserter. The inserter shall insert the tie bars with vibration while still within the extrusion process, after the concrete has been struck off and consolidated without deformation of the slab. The inserter shall remain stationary relative to the pavement when inserting tie bars, while the formless paver continues to move in the direction of paving.

A void greater than 1/8 in. (3 mm) at any location around the tie bar shall require immediate adjustment of the paving operation. A void greater than 1/2 in.(13 mm) shall be repaired with a nonshrink grout or chemical adhesive after the concrete has hardened. If at the end of the day of paving more than 20 percent of the tie bars show a void larger than 1/8 in. (3 mm) at any point around the bar, the use of the side tie bar inserter shall be discontinued.

(3) Formed in Place. The tie bar shall be formed in place as shown on the plans.

The sealant reservoir shall be formed either by sawing after the concrete has set according to Article 420.05(a) or by hand tools when the concrete is in a plastic state."

Add the following to Section 1103 of the Standard Specifications:

"**1103.18 Mechanical Side Bar Inserters.** The mechanical side tie bar inserter shall be selfcontained and supported on the formless paver with the ability to move independently from the formless paver. The insertion apparatus shall vibrate within a frequency of 2000 to 6000 vpm. A vibrating reed tachometer, hand type, shall be provided according to Article 1103.12."

PAVEMENT PATCHING (BDE)

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

"In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area."

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PAVEMENT STRIPING - SYMBOLS (BDE)

Effective: January 1, 2015

Revise the Symbol Table of Article 780.14 of the Supplemental Specifications to read:

	· · · · · · · · · · · · · · · · · · ·	·····
Symbol	Large Size	Small Size
	sq ft (sq m)	sq ft (sq m)
Through Arrow	11.5 (1.07)	6.5 (0.60)
Left or Right Arrow	15.6 (1.47)	8.8 (0.82)
2 Arrow Combination Left (or Right) and Through	26.0 (2.42)	14.7 (1.37)
3 Arrow Combination Left, Right, and Through	38.4 (3.56)	20.9 (1.94)
Lane Drop Arrow	41.5 (3.86)	
Wrong Way Arrow	24.3 (2.26)	
Railroad "R" 6 ft (1.8 m)	3.6 (0.33)	
Railroad "X" 20 ft (6.1 m)	54.0 (5.02)	and size
International Symbol of	3.1 (0.29)	
Accessibility		
Bike Symbol	4.7 (0.44)	
Shared Lane Symbol	8.0 (0.74)	

"SYMBOLS

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

"(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved."

RAILROAD PROTECTIVE LIABILITY INSURANCE (5 and 10) (BDE)

Effective: January 1, 2006

<u>Description</u>. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Union Pacific Railroad 1400 Douglas Street Mail Stop 1870 Omaha, NE 68179	60 @ 70 MPH	50 @ 50 MPH
DOT/AAR No.: 174948Y, 174950A, 174 RR Division: Commuter Operations		2.28, 22.50, 22.67 va
For Freight/Passenger Information Cont For Insurance Information Contact: Jas		Phone: 312-496-4726 Phone: 402-544-8623

DOT/AAR No.: RR Division:	RR Mile Post: RR Sub-Division:	
For Freight/Passenger Information Contact: For Insurance Information Contact:		Phone: Phone:

<u>Approval of Insurance</u>. The original and one certified copy of each required policy shall be submitted to the following address for approval:

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Illinois Department of Transportation Bureau of Design and Environment 2300 South Dirksen Parkway, Room 326 Springfield, Illinois 62764 The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

<u>Basis of Payment</u>. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

RETROREFLECTIVE SHEETING FOR HIGHWAY SIGNS (BDE)

Effective: November 1, 2014

Revise the first sentence of the first paragraph of Article 1091.03(a)(3) of the Standard Specifications to read:

"When tested according to ASTM E 810, with averaging, the sheeting shall have a minimum coefficient of retroreflection as show in the following tables."

Replace the Tables for Type AA sheeting, Type AP sheeting, Type AZ sheeting and Type ZZ sheeting in Article 1091.03(a)(3) with the following.

Type AA Sheeting Minimum Coefficient of Retroreflection Candelas/foot candle/sq ft (candelas/lux/sq m) of material

	1700	101010	ige of 0 un	a oo acgic	o rotation)		
Observation	Entrance						
Angle	Angle	White	Yellow	Red	Green	Blue	FO
(deg.)	(deg.)						
0.2	-4	800	600	120	80	40	200
0.2	+30	400	300	60	35	20	100
0.5	-4	200	150	30	20	10	75
0.5	+30	100	75	15	10	5	35

Type AA (Average of 0 and 90 degree rotation)

Observation	Entrance		
Angle	Angle	Yellow	FO
(deg.)	(deg.)		
0.2	-4	500	165
0.2	+30	115	40
0.5	-4	140	65
0.5	+30	60	30

Type AA (45 degree rotation)

Type AP Sheeting Minimum Coefficient of Retroreflection Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Observation Angle	Entrance Angle	White	Vallour	Ded	Green			50
(deg.)	(deg.)	WHILE	Yellow	Red	Green	Blue	Brown	FO
0.2	-4	500	380	75	55	35	25	150
0.2	+30	180	135	30	20	15	10	55
0.5	-4	300	225	50	30	20	15	90
0.5	+30	90	70	15	10	7.5	5	30

Type AP (Average of 0 and 90 degree rotation)

Type AZ Sheeting Minimum Coefficient of Retroreflection Candelas/foot candle/sq ft (candelas/lux/sq m) of material

		Type AZ (Average of	0 and 90	degree rota	ation)		
Observation	Entrance						T	
Angle	Angle	White	Yellow	Red	Green	Blue	FYG	FY
(deg.)	(deg.)							
0.2	-4	375	280	75	45	25	300	230
0.2	+30	235	170	40	25	15	190	150
0.5	-4	245	180	50	30	20	200	155
0.5	+30	135	100	25	15	10	100	75
1.0	-4	50	37.5	8.5	5	2	45	25
1.0	+30	22.5	20	5	3	1	25	12.5

т, A7 (A) -f 0 and OD dogs rotation)

Type ZZ Sheeting Minimum Coefficient of Retroreflection Candelas/foot candle/sq ft (candelas/lux/sq m) of material

		Type ZZ	(Average (of 0 and 9	90 degree	rotation)			
Observation	Entrance								
Angle	Angle	White	Yellow	Red	Green	Blue	FYG	FY	FO
(deg.)	(deg.)								
0.2	-4	570	425	90	60	30	460	340	170
0.2	+30	190	140	35	20	10	150	110	65
0.5	-4	400	300	60	40	20	320	240	120
0.5	+30	130	95	20	15	7	100	80	45
1.0	-4	115	90	17	12	5	95	70	35
1.0	+30	45	35	7	5	2	35	25	15

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REINFORCEMENT BARS (BDE)

Effective: November 1, 2013

Revise the first and second paragraphs of Article 508.05 of the Standard Specifications to read:

"508.05 Placing and Securing. All reinforcement bars shall be placed and tied securely at the locations and in the configuration shown on the plans prior to the placement of concrete. Manual welding of reinforcement may only be permitted or precast concrete products as indicated in the current Bureau of Materials and Physical Research Policy Memorandum "Quality Control / Quality Assurance Program for Precast Concrete Products", and for precast prestressed concrete products as indicated in the Department's current "Manual for Fabrication of Precast Prestressed Concrete Products". Reinforcement bars shall not be placed by sticking or floating into place or immediately after placement of the concrete.

Bars shall be tied at all intersections, except where the center to center dimension is less than 1 ft (300 mm) in each direction, in which case alternate intersections shall be tied. Molded plastic clips may be used in lieu of wire to secure bar intersections, but shall not be permitted in horizontal bar mats subject to construction foot traffic or to secure longitudinal bar laps. Plastic clips shall adequately secure the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. Plastic clips may be recycled plastic, and shall meet the approval of the Engineer. The number of ties as specified shall be doubled for lap splices at the stage construction line of concrete bridge decks when traffic is allowed on the first completed stage during the pouring of the second stage."

Revise the fifth paragraph of Article 508.05 of the Standard Specifications to read:

"Supports for reinforcement in bridge decks shall be metal. For all other concrete construction the supports shall be metal or plastic. Metal bar supports shall be made of cold-drawn wire, or other approved material and shall be either epoxy coated, galvanized or plastic tipped. When the reinforcement bars are epoxy coated, the metal supports shall be epoxy coated. Plastic supports may be recycled plastic. Supports shall be provided in sufficient number and spaced to provide the required clearances. Supports shall adequately support the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. The legs of supports shall be spaced to allow an opening that is a minimum 1.33 times the nominal maximum aggregate size used in the concrete. Nominal maximum aggregate size is defined as the largest sieve which retains any of the aggregate sample particles. All supports shall meet the approval of the Engineer."

Revise the first sentence of the eighth paragraph of Article 508.05 of the Standard Specifications to read:

"Epoxy coated reinforcement bars shall be tied with plastic coated wire, epoxy coated wire, or molded plastic clips where allowed."

Add the following sentence to the end of the first paragraph of Article 508.06(c) of the Standard Specifications:

"In addition, the total slip of the bars within the splice sleeve of the connector after loading in tension to 30 ksi (207 MPa) and relaxing to 3 ksi (20.7 MPa) shall not exceed 0.01 in. (254 microns)."

Revise Article 1042.03(d) of the Standard Specifications to read:

"(d) Reinforcement and Accessories: The concrete cover over all reinforcement shall be within ±1/4 in. (±6 mm) of the specified cover.

Welded wire fabric shall be accurately bent and tied in place.

Miscellaneous accessories to be cast into the concrete or for forming holes and recesses shall be carefully located and rigidly held in place by bolts, clamps, or other effective means. If paper tubes are used for vertical dowel holes, or other vertical holes which require grouting, they shall be removed before transportation to the construction site."

SIDEWALK, CORNER, OR CROSSWALK CLOSURE (BDE)

Effective: January 1, 2015

Revise the first sentence of Article 1106.02(m) of the Supplemental Specifications to read:

"The top and bottom panels shall have alternating white and orange stripes sloping 45 degrees on both sides."

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 MPI_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.

Basis of Payment. 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

Attaciment		
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 Guardraíl, 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 item of work will make that item of steel exempt from steel cost adjustment. After award, this 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 part of the contract plans for the following items of work?

Signature:	Date:	
Frames and Grates	Yes	
Metal Railings (excluding wire fence)	Yes	
Steel Traffic Signal and Light Poles, Towers and Mast Arms	Yes	
Guardrail	Yes	
Dowel Bars, Tie Bars and Mesh Reinforcement	Yes	
Reinforcing Steel	Yes	
Structural Steel	Yes	
Metal Piling	Yes	

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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{I} . 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.

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012 Revised: November 1, 2014

<u>Description</u>. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

"1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

- "(13) Equipment for Warm Mix Technologies.
 - a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

- "(e) Warm Mix Technologies.
 - (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
 - (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification."

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C). WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: April 2, 2015

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or onthe-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

 $\ensuremath{\text{(ii)}}$ The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(1) The contractor shall submit weekly for each week in which b. any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose Wage and Hour Division Web from the site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<u>https://www.epls.gov/</u>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<u>https://www.epls.gov/</u>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.