

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

IDOT is not responsible for any e-mail related failures.

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

| Questions Regarding | Call |
|--|---------------|
| Prequalification and/or Authorization to Bid | (217)782-3413 |
| Preparation and submittal of bids | (217)782-7806 |
| Mailing of plans and proposals | (217)782-7806 |
| Electronic plans and proposals | (217)524-1642 |

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

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RETURN WITH BID

| |
|-----------------------|
| Proposal Submitted By |
| Name |
| Address |
| City |

Letting April 25, 2008

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

NOTICE TO PROSPECTIVE BIDDERS

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

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



Illinois Department
of Transportation

Springfield, Illinois 62764

Contract No. 93450
SANGAMON County
Section 05-00447-01-PV (Springfield)
Route FAU 7982 (Capitol Avenue)
Project TE-HPP-4054(001)
District 6 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

INSTRUCTIONS

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

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

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

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

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

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

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 93450
SANGAMON County
Section 05-00447-01-PV (Springfield)
Project TE-HPP-4054(001)
Route FAU 7982 (Capitol Avenue)
District 6 Construction Funds**

Project consists of the removal of all existing pavement, sidewalk, lighting and street appurtenances and the installation of concrete pavers on a completely reconstructed base consisting of a new subbase, PCC pavement, sidewalks, new traffic signals, several planting beds, lighting and landscaping from 7th Street to 11th Street in Springfield.

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

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.

4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

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

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

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

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

| | |
|--|-------------------|
| Attach Cashier's Check or Certified Check Here | |
| In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found. | |
| The proposal guaranty check will be found in the proposal for: | Item _____ |
| | Section No. _____ |
| | County _____ |

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

| Combination No. | Sections Included in Combination | Combination Bid | |
|-----------------|----------------------------------|-----------------|-------|
| | | Dollars | Cents |
| | | | |
| | | | |
| | | | |
| | | | |

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

STATE JOB # - C-96-214-08
 PPS NBR - 6-10262-0000

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 93450

ECMS002 DTGECM03 ECMR003 PAGE 1
 RUN DATE - 03/20/08
 RUN TIME - 220758

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE DOLLARS | CENTS | TOTAL PRICE DOLLARS | CTS |
|-------------|-----------------------|-----------------|-----------|--------------------|-------|---------------------|-----|
| A2007120 | T-QUERCUS RUBRA 2-1/2 | EACH | 2.000 | | | | |
| A2007720 | T-TAXODI DIS SB 2-1/2 | EACH | 11.000 | | | | |
| C2008224 | S-ROSA NEAR WILD 24 | EACH | 112.000 | | | | |
| E2020001 | V-PARTHEN QUINO 10 | EACH | 182.000 | | | | |
| K0030428 | PPL SPOROBOLUS HET 1G | EACH | 1,412.000 | | | | |
| LR430030 | CONC PAVER PAVEMENT | SQ YD | 5,107.000 | | | | |
| LR430050 | CONC PAVER SIDEWALK | SQ YD | 1,809.000 | | | | |
| XX000303 | ORN LIGHT UNIT COMPL | EACH | 10.000 | | | | |
| XX000959 | TRASH RECEPTACLES | EACH | 7.000 | | | | |
| XX001186 | PLANTER REMOVAL | EACH | 8.000 | | | | |
| XX001286 | SPECIAL EXCAVATION | CU YD | 6,672.000 | | | | |
| XX002189 | REL TR SIG CTRL & CAB | EACH | 3.000 | | | | |
| XX003246 | LIRIOPE SPICATA 10T | EACH | 579.000 | | | | |
| XX003273 | SEDUM AUTUMN JOY 1G | EACH | 490.000 | | | | |
| XX003308 | TRENCH DRAIN | FOOT | 12.000 | | | | |

COUNTY NAME SANGAMON CODE 167 DIST 06 SECTION NUMBER 05-00447-01-PV (SPRINGFIELD) PROJECT NUMBER TE-HPP-4054/001/000 ROUTE FAU 7982

FAU 7982
 05-00447-01-PV (SPRINGFIELD)
 SANGAMON

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 93450

ECMS002 DTGECM03 ECMR003 PAGE 2
 RUN DATE - 03/20/08
 RUN TIME - 220758

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| XX003799 | COPPER SERVICE TK 1 | FOOT | 44.000 | = | | | |
| XX005799 | REL EM VEH PR GPS SYS | EACH | 3.000 | = | | | |
| XX005908 | PAVE-EDGE PAVE RET SM | FOOT | 258.000 | = | | | |
| XX005962 | BENCH | EACH | 39.000 | = | | | |
| XX005967 | TOPSOIL PLANT MIXTURE | CU YD | 1,135.000 | = | | | |
| XX006599 | T-ACERX FREM ARM 3 | EACH | 8.000 | = | | | |
| XX007319 | FLAGPOLES | EACH | 2.000 | = | | | |
| XX007320 | REM & REL DROP BOXES | L SUM | 1.000 | = | | | |
| XX007321 | PREC PLANTER EDGE TY1 | EACH | 27.000 | = | | | |
| XX007322 | PREC PLANTER EDGE TY2 | EACH | 17.000 | = | | | |
| XX007323 | LIMESTONE EDGER | FOOT | 68.000 | = | | | |
| XX007324 | RECYCLING RECEPTACLE | EACH | 7.000 | = | | | |
| XX007325 | REM EX TR SIGNAL POST | EACH | 16.000 | = | | | |
| XX007326 | VEGETATV SCREEN PANEL | SQ FT | 3,120.000 | = | | | |
| XX007327 | IRRIGATION BED 0.5GPH | SQ FT | 7,631.000 | = | | | |

FAU 7982
 05-00447-01-PV (SPRINGFIELD)
 SANGAMON

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 93450

ECMS002 DTGECM03 ECRM003 PAGE 3
 RUN DATE - 03/20/08
 RUN TIME - 220758

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|
| | | | | DOLLARS | CENTS | |
| XX007328 | IRRIGATION BED 1.0GPH | SQ FT | 3,017.000 | X | = | |
| XX007329 | RAISED URN SUPPLY | EACH | 20.000 | X | = | |
| XX007330 | PVC SCHDL 40 PIPE 1.5 | FOOT | 448.000 | X | = | |
| XX007331 | PVC SCHDULE 40 PIPE 1 | FOOT | 2,422.000 | X | = | |
| XX007332 | SCHD40 PIPE CSNG 1.5 | FOOT | 165.000 | X | = | |
| XX007333 | SCHD 40 PIPE CSNG 1 | FOOT | 203.000 | X | = | |
| XX007334 | PVC CASING PIPE 4 | FOOT | 118.000 | X | = | |
| XX007335 | PVC CASING PIPE 8 | FOOT | 125.000 | X | = | |
| XX007336 | COPPER SERVICE TK 1.5 | FOOT | 90.000 | X | = | |
| XX007337 | RPZ ASSEMBLY 1.5 | EACH | 2.000 | X | = | |
| XX007338 | RPZ ASSEMBLY 1 | EACH | 1.000 | X | = | |
| XX007339 | VALVE BOX ASSEM 2-STA | EACH | 1.000 | X | = | |
| XX007340 | VALVE BOX ASSEM 4-STA | EACH | 2.000 | X | = | |
| XX007341 | IRR CONTR WIRE 1 CON | FOOT | 1,344.000 | X | = | |
| XX007342 | TWO WIRE DECODR CONTR | EACH | 1.000 | X | = | |

FAU 7982
 05-00447-01-PV (SPRINGFIELD)
 SANGAMON

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 93450

ECMS002 DTGECM03 ECRM003 PAGE 4
 RUN DATE - 03/20/08
 RUN TIME - 220758

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | CTS |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | | |
| XX007343 | MULCH SHRD HARDWOOD 4 | SQ YD | 1,260.000 | = | | | |
| XX007344 | T-QUERCUS WAREI 2.5 | EACH | 6.000 | = | | | |
| XX007345 | S-ILEX GLAB 5 G W DEV | EACH | 32.000 | = | | | |
| XX007346 | CALA ACUT OVRDM 1G WD | EACH | 346.000 | = | | | |
| XX007347 | HOSTA 'RS' 1 G W DEV | EACH | 140.000 | = | | | |
| XX007348 | HEMER FULVA 1 G W DEV | EACH | 119.000 | = | | | |
| XX007349 | JUNIP SABINA 1G W DEV | EACH | 52.000 | = | | | |
| XX007350 | RUDBECK FULGIDA 1G WD | EACH | 516.000 | = | | | |
| XX007351 | SIGN FRAME | FOOT | 473.000 | = | | | |
| XX007352 | SIGN PANEL OVERLAY SP | SQ FT | 258.000 | = | | | |
| XX007353 | SPIRAEA X BUM 24" HT | EACH | 29.000 | = | | | |
| XX007354 | REM SALV & REPL F&G | EACH | 4.000 | = | | | |
| XX038386 | MET BENCH 6 SEC | EACH | 14.000 | = | | | |
| X0300019 | REM REIN PARKING BLKS | EACH | 8.000 | = | | | |
| X0300266 | WOODEN FENCE REMOV | FOOT | 153.000 | = | | | |

FAU 7982
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ILLINOIS DEPARTMENT OF TRANSPORTATION
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ECMS002 DTGECM03 ECRM003 PAGE 5
 RUN DATE - 03/20/08
 RUN TIME - 220758

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | CTS |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | | |
| X0320139 | TEMP CONSTR FENCE | FOOT | 1,886.000 | = | | | |
| X0322533 | REM EXIST MAA & P | EACH | 4.000 | = | | | |
| X0323153 | EC C GROUND 6 1C GRN | FOOT | 3,475.000 | = | | | |
| X0323444 | DECORATIVE STL RAIL | FOOT | 288.000 | = | | | |
| X0324634 | RM-STK-RPL SN P/SPA S | EACH | 28.000 | = | | | |
| X0325220 | REM & REIN SIGN PANEL | SQ FT | 2.000 | = | | | |
| X8950305 | REMOV EX SIG HEAD | EACH | 14.000 | = | | | |
| X8950307 | REM EX PED SIG HEAD | EACH | 16.000 | = | | | |
| Z0013798 | CONSTRUCTION LAYOUT | L SUM | 1.000 | = | | | |
| Z0022800 | FENCE REMOVAL | FOOT | 480.000 | = | | | |
| Z0030255 | IMP ATTN TEMP FRN TL2 | EACH | 5.000 | = | | | |
| Z0030320 | IMP ATTN REL FRD TL2 | EACH | 5.000 | = | | | |
| Z0048665 | RR PROT LIABILITY INS | L SUM | 1.000 | = | | | |
| Z0076600 | TRAINEES | hour | 1,500.000 | = | 0.80 | | |
| 20100110 | TREE REMOV 6-15 | UNIT | 48.000 | = | | | |
| | | | | | | 1,200.00 | |

FAU 7982
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 SANGAMON

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 93450

ECMS002 DTGECM03 ECMR003 PAGE 6
 RUN DATE - 03/20/08
 RUN TIME - 220758

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 20100210 | TREE REMOV OVER 15 | UNIT | 52.000 | = | | | |
| 20101100 | TREE TRUNK PROTECTION | EACH | 13.000 | = | | | |
| 20700400 | POROUS GRAN EMB SPEC | CU YD | 42.000 | = | | | |
| 20800150 | TRENCH BACKFILL | CU YD | 687.000 | = | | | |
| 25200700 | SODDING SPL | SQ YD | 675.000 | = | | | |
| 28000250 | TEMP EROS CONTR SEED | POUND | 27.000 | = | | | |
| 28000510 | INLET FILTERS | EACH | 26.000 | = | | | |
| 31100300 | SUB GRAN MAT A 4 | SQ YD | 8,816.000 | = | | | |
| 31101900 | SUB GRAN MAT C | TON | 1,311.000 | = | | | |
| 40201000 | AGGREGATE-TEMP ACCESS | TON | 1,055.000 | = | | | |
| 40300100 | BIT MATLS PR CT | GALLON | 106.000 | = | | | |
| 40600982 | HMA SURF REM BUTT JT | SQ YD | 347.000 | = | | | |
| 40603310 | HMA SC "C" N50 | TON | 118.000 | = | | | |
| 42000201 | PCC PVT 7 JOINTED | SQ YD | 5,542.000 | = | | | |
| 42000301 | PCC PVT 8 JOINTED | SQ YD | 2,198.000 | = | | | |

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ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 93450

ECMS002 DTGECM03 ECMR003 PAGE 7
 RUN DATE - 03/20/08
 RUN TIME - 220758

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | CTS |
|-------------|----------------------|-----------------|------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | | |
| 42001300 | PROTECTIVE COAT | SQ YD | 14,087.000 | = | | | |
| 42300200 | PCC DRIVEWAY PAVT 6 | SQ YD | 1,633.000 | = | | | |
| 42400100 | PC CONC SIDEWALK 4 | SQ FT | 34,014.000 | = | | | |
| 42400610 | TEMP SIDEWALK | SQ FT | 6,255.000 | = | | | |
| 42400800 | DETECTABLE WARNINGS | SQ FT | 376.000 | = | | | |
| 44000198 | HMA SURF REM VAR DP | SQ YD | 710.000 | = | | | |
| 50200100 | STRUCTURE EXCAVATION | CU YD | 631.000 | = | | | |
| 50300225 | CONC STRUCT | CU YD | 170.300 | = | | | |
| 50500105 | F & E STRUCT STEEL | L SUM | 1.000 | = | | | |
| 50800105 | REINFORCEMENT BARS | POUND | 18,510.000 | = | | | |
| 52100520 | ANCHOR BOLTS 1 | EACH | 96.000 | = | | | |
| 550A2320 | SS RG CL A 1 12 | FOOT | 376.000 | = | | | |
| 550A2330 | SS RG CL A 1 15 | FOOT | 60.000 | = | | | |
| 550B0010 | STORM SEW CL B 1 4 | FOOT | 7.000 | = | | | |
| 550B0020 | STORM SEW CL B 1 6 | FOOT | 12.000 | = | | | |

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ILLINOIS DEPARTMENT OF TRANSPORTATION
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| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | CTS |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | | |
| 550B2320 | SS RG CL B 1 12 | FOOT | 202.000 | = | | | |
| 550B2340 | SS RG CL B 1 18 | FOOT | 4.000 | = | | | |
| 55100200 | STORM SEWER REM 6 | FOOT | 136.000 | = | | | |
| 55100300 | STORM SEWER REM 8 | FOOT | 58.000 | = | | | |
| 55100500 | STORM SEWER REM 12 | FOOT | 514.000 | = | | | |
| 55100700 | STORM SEWER REM 15 | FOOT | 17.000 | = | | | |
| 58100200 | WATERPRF MEMBRANE SYS | SQ YD | 494.000 | = | | | |
| 59100100 | GEOCOMPOSITE WALL DR | SQ YD | 32.000 | = | | | |
| 60107600 | PIPE UNDERDRAINS 4 | FOOT | 3,938.000 | = | | | |
| 60108100 | PIPE UNDERDRAIN 4 SP | FOOT | 340.000 | = | | | |
| 60109580 | P UNDR FOR STRUCT 4 | FOOT | 152.000 | = | | | |
| 60213100 | CB CIRC SPL W/SPL F&G | EACH | 12.000 | = | | | |
| 60213300 | CB SPEC | EACH | 8.000 | = | | | |
| 60218400 | MAN TA 4 DIA T1F CL | EACH | 2.000 | = | | | |
| 60220230 | MAN TA 4 DIA SPL F&G | EACH | 1.000 | = | | | |

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| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|
| | | | | DOLLARS | CENTS | |
| 60221100 | MAN TA 5 DIA T1F CL | EACH | 1.000 | = | | |
| 60238500 | INLETS TA SALV F&G | EACH | 1.000 | = | | |
| 60238700 | INLETS TA W/SPL F&G | EACH | 3.000 | = | | |
| 60255500 | MAN ADJUST | EACH | 42.000 | = | | |
| 60260400 | INLETS ADJ NEW T1F CL | EACH | 4.000 | = | | |
| 60300305 | FR & LIDS ADJUST | EACH | 23.000 | = | | |
| 60404600 | FR & GRATES T9 | EACH | 4.000 | = | | |
| 60406600 | GRATING | SQ FT | 24.000 | = | | |
| 60500040 | REMOV MANHOLES | EACH | 4.000 | = | | |
| 60500060 | REMOV INLETS | EACH | 17.000 | = | | |
| 60602200 | CONC GUTTER | FOOT | 818.000 | = | | |
| 60604400 | COMB CC&G TB6.18 | FOOT | 2,710.000 | = | | |
| 670000400 | ENGR FIELD OFFICE A | CAL MO | 7.000 | = | | |
| 67100100 | MOBILIZATION | L SUM | 1.000 | = | | |
| 70102630 | TR CONT & PROT 701601 | L SUM | 1.000 | = | | |

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| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|
| | | | | DOLLARS | CENTS | |
| 70102632 | TR CONT & PROT 701602 | L SUM | 1.000 X | = | | |
| 70102640 | TR CONT & PROT 701801 | L SUM | 1.000 X | = | | |
| 70103700 | TRAF CONT COMPL | L SUM | 1.000 X | = | | |
| 70106800 | CHANGEABLE MESSAGE SN | CAL MO | 28.000 X | = | | |
| 70300210 | TEMP PVT MK LTR & SYM | SQ FT | 16.000 X | = | | |
| 70300220 | TEMP PVT MK LINE 4 | FOOT | 1,370.000 X | = | | |
| 70301000 | WORK ZONE PAVT MK REM | SQ FT | 473.000 X | = | | |
| 70400100 | TEMP CONC BARRIER | FOOT | 675.000 X | = | | |
| 70400200 | REL TEMP CONC BARRIER | FOOT | 675.000 X | = | | |
| 72000100 | SIGN PANEL T1 | SQ FT | 145.000 X | = | | |
| 72000105 | SIGN PANEL T1 SPL | SQ FT | 16.000 X | = | | |
| 72000200 | SIGN PANEL T2 | SQ FT | 90.000 X | = | | |
| 72400310 | REMOV SIGN PANEL T1 | SQ FT | 8.000 X | = | | |
| 72900105 | METAL POST TY A2 | FOOT | 475.000 X | = | | |
| 73400200 | DRILL SHAFT CONC FDN | CU YD | 44.000 X | = | | |

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| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE |
|-------------|-----------------------|-----------------|----------|------------|-------|-------------|
| | | | | DOLLARS | CENTS | |
| 78005100 | EPOXY PVT MK LTR-SYM | SQ FT | 16.000 | = | | |
| 78005120 | EPOXY PVT MK LINE 5 | FOOT | 344.000 | = | | |
| 78005130 | EPOXY PVT MK LINE 6 | FOOT | 168.000 | = | | |
| 78005180 | EPOXY PVT MK LINE 24 | FOOT | 174.000 | = | | |
| 78300100 | PAVT MARKING REMOVAL | SQ FT | 64.000 | = | | |
| 81012600 | CON T 2 PVC | FOOT | 223.000 | = | | |
| 81012700 | CON T 2 1/2 PVC | FOOT | 58.000 | = | | |
| 81013000 | CON T 4 PVC | FOOT | 62.000 | = | | |
| 81021550 | CON AUGERED 2 PVC | FOOT | 343.000 | = | | |
| 81021560 | CON AUGERED 2 1/2 PVC | FOOT | 173.000 | = | | |
| 81021570 | CON AUGERED 3 PVC | FOOT | 162.000 | = | | |
| 81400730 | HANDHOLE C CONC | EACH | 12.000 | = | | |
| 81900205 | TR & BKFIL ELEC W SPL | FOOT | 350.000 | = | | |
| 84400105 | RELOC EX LT UNIT | EACH | 1.000 | = | | |
| 87301225 | ELCBL C SIGNAL 14 3C | FOOT | 395.000 | = | | |

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| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|
| | | | | DOLLARS | CENTS | |
| 87301245 | ELCBL C SIGNAL 14 5C | FOOT | 199.000 | = | | |
| 87301255 | ELCBL C SIGNAL 14 7C | FOOT | 1,552.000 | = | | |
| 87301265 | ELCBL C SIGNAL 14 9C | FOOT | 1,200.000 | = | | |
| 87301275 | ELCBL C SIGNAL 14 12C | FOOT | 130.000 | = | | |
| 87301815 | ELCBL C SERV 6 3C | FOOT | 43.000 | = | | |
| 87501100 | TS POST 15 | EACH | 6.000 | = | | |
| 87501200 | TS POST 16 | EACH | 2.000 | = | | |
| 87701190 | S MAA & P 30 SPL | EACH | 1.000 | = | | |
| 87701200 | S MAA & P 32 SPL | EACH | 1.000 | = | | |
| 87701210 | S MAA & P 34 SPL | EACH | 1.000 | = | | |
| 87701220 | S MAA & P 36 SPL | EACH | 1.000 | = | | |
| 87704020 | STL COMB MAA&P 18 SPL | EACH | 1.000 | = | | |
| 87704040 | STL COMB MAA&P 22 SPL | EACH | 1.000 | = | | |
| 87800100 | CONC FDN TY A | FOOT | 54.000 | = | | |
| 87800200 | CONC FDN TY D | FOOT | 11.000 | = | | |

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| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE |
|-------------|-----------------------|-----------------|----------|------------|-------|-------------|
| | | | | DOLLARS | CENTS | |
| 87800415 | CONC FDN TY E 36D | FOOT | 64.000 | | | |
| 87900200 | DRILL EX HANDHOLE | EACH | 1.000 | | | |
| 88040070 | SH P LED 1F 3S BM | EACH | 10.000 | | | |
| 88040090 | SH P LED 1F 3S MAM | EACH | 14.000 | | | |
| 88040230 | SH P LED 2F 3S BM | EACH | 10.000 | | | |
| 88102717 | PED SH LED 1F BM CDT | EACH | 16.000 | | | |
| 88200100 | TS BACKPLATE | EACH | 32.000 | | | |
| 89000105 | TEMP TR SIG INSTAL SP | EACH | 3.000 | | | |
| 89500100 | RELOC EX SIG HEAD | EACH | 14.000 | | | |
| 89500200 | RELOC EX PED SIG HEAD | EACH | 8.000 | | | |
| 89502385 | REMOV EX CONC FDN | EACH | 23.000 | | | |

TOTAL \$

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

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NOTE:

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

RETURN WITH BID

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

I. GENERAL

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

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

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is \$171,000.00. Sixty percent of the salary is \$102,600.00.

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

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I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

(d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

C. Educational Loan

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

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

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

D. Bid-Rigging/Bid Rotating

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

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

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

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

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

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

E. International Anti-Boycott

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

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

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

F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

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

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

I. Addenda

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

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

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

M. Disclosure of Business Operations in Iran

Public Act 95-0616 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offer or, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

NOTICE

**PA 95-0635 SUBSTANCE ABUSE PREVENTION PROGRAM (SAPP)
Effective January 1, 2008**

This Public Act requires that all contractors and subcontractors have a SAPP, meeting certain requirements, in place before starting work.

The as read low bidder is required to submit a correctly completed SAPP Certification Form BC 261 within seven (7) working days after the Letting. The Department will not accept a SAPP that does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to failure to comply the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, may deny authorization to bid the project if re-advertised for bids and may not allow the bidder to participate on subsequent Lettings.

Submittal and approval of the bidder's SAPP is a condition of award.

The SAPP is to be submitted to the Bureau of Design & Environment, Contracts Office, Room 326, 2300 South Dirksen Parkway, Springfield, IL 62764. Voice 217-782-7806. Fax 217-785-1141. It is the bidder's responsibility to obtain confirmation of delivery.

The requirements of this Public Act are a material part of the contract, and the contractor shall require this provision to be included in all approved subcontracts. The contractor shall submit the correctly completed SAPP Certification Form BC 261 for each subcontractor with the Request for Approval of Subcontractor Form BC 260A.

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

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

CERTIFICATION STATEMENT

I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.

(Bidding Company)



Signature of Authorized Representative

Date

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

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$102,600.00? YES ___ NO ___
3. Does anyone in your organization receive more than \$102,600.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ___ NO ___
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$102,600.00? YES ___ NO ___
(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

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

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

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

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

D. Bidders Submitting More Than One Bid

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item _____ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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 \$102,600.00 (60% of the Governor's salary as of 7/1/07). (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

FOR INDIVIDUAL (type or print information)

NAME:

ADDRESS

Type of ownership/distributable income share:

stock sole proprietorship Partnership other: (explain on separate sheet): % or \$ value of ownership/distributable income share:

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

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

Yes ___ No ___

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois 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 \$102,600.00, (60% of the Governor's salary as of 7/1/07) provide the name the State agency for which you are employed and your annual salary.

RETURN WITH BID/OFFER

- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) 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 the 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 \$102,600.00, (60% of the Governor's salary as of 7/1/07) 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 2 times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois 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 \$102,600.00, (60% of the Governor's salary as of 7/1/07) 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 \$102,600.00, (60% of the salary of the Governor as of 7/1/07) 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 the 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 \$102,600.00, (60% of the Governor's salary as of 7/1/07) 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 2 times the salary of the Governor? Yes ___ No ___

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

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

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

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

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

RETURN WITH BID/OFFER

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

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

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

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.

Completed by: _____ Date _____
Signature of Individual or Authorized Representative

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Representative

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**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



RETURN WITH BID

**Contract No. 93450
SANGAMON County
Section 05-00447-01-PV (Springfield)
Project TE-HPP-4054(001)
Route FAU 7982 (Capitol Avenue)
District 6 Construction Funds**

PART I. IDENTIFICATION

Dept. Human Rights # _____ Duration of Project: _____
Name of Bidder: _____

PART II. WORKFORCE PROJECTION

A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, 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 | | | | | | | | | | | | | |
|---|-----------------|---|--------------------|---|----------|---|---------------|---|-------------|---|---------------------|---|--|
| JOB CATEGORIES | TOTAL EMPLOYEES | | MINORITY EMPLOYEES | | | | | | TRAINEES | | | | |
| | | | BLACK | | HISPANIC | | *OTHER MINOR. | | APPRENTICES | | ON THE JOB TRAINEES | | |
| | M | F | M | F | M | F | M | F | M | F | M | 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 | | | | | | | | | | | | | |

| CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT | | | |
|--|---|--------------------|---|
| TOTAL EMPLOYEES | | MINORITY EMPLOYEES | |
| M | F | M | F |
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TABLE C

| TOTAL Training Projection for Contract | | | | | | | | |
|--|-----------------|---|-------|---|----------|---|---------------|---|
| EMPLOYEES IN TRAINING | TOTAL EMPLOYEES | | BLACK | | HISPANIC | | *OTHER MINOR. | |
| | M | F | M | F | M | F | M | F |
| APPRENTICES | | | | | | | | |
| ON THE JOB TRAINEES | | | | | | | | |

FOR DEPARTMENT USE ONLY

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

Note: See instructions on page 2

RETURN WITH BID

**Contract No. 93450
SANGAMON County
Section 05-00447-01-PV (Springfield)
Project TE-HPP-4054(001)
Route FAU 7982 (Capitol Avenue)
District 6 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

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

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

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 93450
SANGAMON County
Section 05-00447-01-PV (Springfield)
Project TE-HPP-4054(001)
Route FAU 7982 (Capitol Avenue)
District 6 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP)

Firm Name _____
By _____
Business Address _____
Name and Address of All Members of the Firm: _____

(IF A CORPORATION)

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)

Attest _____
Signature _____
Business Address _____

(IF A JOINT VENTURE)

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

Attest _____
Signature _____
Business Address _____

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



Return with Bid

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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by

their respective officers this day of A.D.,

PRINCIPAL

(Company Name) (Company Name)
By: (Signature & Title) By: (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
County of

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

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

Given under my hand and notarial seal this day of A.D.
My commission expires
Notary Public

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

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

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. 93450
SANGAMON County
Section 05-00447-01-PV (Springfield)
Project TE-HPP-4054(001)
Route FAU 7982 (Capitol Avenue)
District 6 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., April 25, 2008. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 93450
SANGAMON County
Section 05-00447-01-PV (Springfield)
Project TE-HPP-4054(001)
Route FAU 7982 (Capitol Avenue)
District 6 Construction Funds**

Project consists of the removal of all existing pavement, sidewalk, lighting and street appurtenances and the installation of concrete pavers on a completely reconstructed base consisting of a new subbase, PCC pavement, sidewalks, new traffic signals, several planting beds, lighting and landscaping from 7th Street to 11th Street in Springfield.

- 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

Milton R. Sees, Secretary

BD 351 (Rev. 01/2003)

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2008

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-08)

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FAU Route 7982 (Capitol Avenue)
Section 05-00447-01-PV
County: Sangamon
City of Springfield

SPECIAL PROVISIONS
RECONSTRUCTION
FAU ROUTE 7982
(CAPITOL AVENUE)
7TH STREET TO 11TH STREET

SECTION NO. 05-00447-01-PV

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| LR SD 12 | | Slab Movement Detection Device | Nov. 11, 1984 | Jan. 1, 2007 |
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| LR 102 | | Protests on Local Lettings | Jan. 1, 2007 | |
| LR 105 | 68 | X Cooperation with Utilities | Jan. 1, 1999 | Jan. 1, 2007 |
| LR 107-2 | | Railroad Protective Liability Insurance for Local Lettings | Mar. 1, 2005 | Jan. 1, 2006 |
| LR 107-3 | | Disadvantaged Business Enterprise Participation | Jan. 1, 2007 | |
| LR 107-4 | 71 | X Insurance | Feb. 1, 2007 | Aug. 1, 2007 |
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| LR 355-1 | | Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix | Oct. 1, 1973 | Jan. 1, 2007 |
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| LR 400-1 | | Bituminous Treated Earth Surface | Jan. 1, 2008 | |
| LR 400-2 | | Bituminous Surface Mixture (Class B) | Jan. 1, 2008 | |
| LR 400-3 | | Pavement Rehabilitation by the Heat-Scarify-Overlay Method | Jan. 1, 2008 | |
| LR 402 | | Salt Stabilized Surface Course | Feb. 20, 1963 | Jan. 1, 2007 |
| LR 403-2 | | Bituminous Hot Mix Sand Seal Coat | Aug. 1, 1969 | Jan. 1, 2007 |
| LR 406 | | Filling HMA Core Holes with Non-shrink Grout | Jan. 1, 2008 | |
| LR 420 | | PCC Pavement (Special) | May 12, 1964 | Jan. 2, 2007 |
| LR 442 | | Bituminous Patching Mixtures for Maintenance Use | Jan. 1, 2004 | Jun. 1, 2007 |
| LR 451 | | Crack Filling Bituminous Pavement with Fiber-Asphalt | Oct. 1, 1991 | Jan. 1, 2007 |
| LR 503-1 | | Furnishing Class Sl Concrete | Oct. 1, 1973 | Jan. 1, 2002 |
| LR 503-2 | | Furnishing Class Sl Concrete (Short Load) | Jan. 1, 1989 | Jan. 1, 2002 |
| LR 542 | | Pipe Culverts, Type _____ (Furnished) | Sep. 1, 1964 | Jan. 1, 2007 |
| LR 663 | | Calcium Chloride Applied | Jun. 1, 1958 | Jan. 1, 2007 |
| LR 702 | | Construction and Maintenance Signs | Jan. 1, 2004 | Jun. 1, 2007 |
| LR 1004 | | Coarse Aggregate for Bituminous Surface Treatment | Jan. 1, 2002 | Jan. 1, 2007 |
| LR 1013 | | Rock Salt (Sodium Chloride) | Aug. 1, 1969 | Jan. 1, 2002 |
| LR 1032-1 | | Penetrating Emulsions | Jan. 1, 2007 | Feb. 1, 2007 |
| LR 1032-2 | | Multigrade Cold Mix Asphalt | Jan. 1, 2007 | Feb. 1, 2007 |
| LR 1102 | | Road Mix or Traveling Plan Mix Equipment | Jan. 1, 2007 | |

BDE SPECIAL PROVISIONS
For the April 25 and June 13, 2008 Lettings

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

| <u>File Name</u> | <u>Pg#</u> | | <u>Special Provision Title</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|------------|---|--|------------------|----------------|
| 80099 | | | Accessible Pedestrian Signals (APS) | April 1, 2003 | Jan. 1, 2007 |
| 80186 | | | Alkali-Silica Reaction for Cast-in-Place Concrete | Aug. 1, 2007 | |
| 80108 | | | Asbestos Bearing Pad Removal | Nov. 1, 2003 | |
| 72541 | | | Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal | June 1, 1989 | Jan. 2, 2007 |
| 80192 | | | Automated Flagger Assistance Device | Jan. 1, 2008 | |
| 80173 | | | Bituminous Materials Cost Adjustments | Nov. 2, 2006 | Jan. 2, 2007 |
| 50261 | | | Building Removal-Case I (Non-Friable and Friable Asbestos) | Sept. 1, 1990 | Jan. 1, 2007 |
| 50481 | | | Building Removal-Case II (Non-Friable Asbestos) | Sept. 1, 1990 | Jan. 1, 2007 |
| 50491 | | | Building Removal-Case III (Friable Asbestos) | Sept. 1, 1990 | Jan. 1, 2007 |
| 50531 | | | Building Removal-Case IV (No Asbestos) | Sept. 1, 1990 | Jan. 1, 2007 |
| 80166 | 72 | X | Cement | Jan. 1, 2007 | Nov. 1, 2007 |
| * 80198 | | | Completion Date (via calendar days) | April 1, 2008 | |
| * 80199 | | | Completion Date (via calendar days) Plus Working Days | April 1, 2008 | |
| 80193 | | | Concrete Barrier | Jan. 1, 2008 | |
| 80177 | | | Digital Terrain Modeling for Earthwork Calculations | April 1, 2007 | |
| 80029 | 75 | X | Disadvantaged Business Enterprise Participation | Sept. 1, 2000 | Jan. 1, 2007 |
| 80178 | 83 | X | Dowel Bars | April 1, 2007 | Jan. 1, 2008 |
| 80167 | | | Electrical Service Installation – Traffic Signals | Jan. 1, 2007 | |
| 80190 | | | Engineer's Field Office (Long Distance Bill) | Nov. 1, 2007 | |
| 80179 | | | Engineer's Field Office Type A | April 1, 2007 | |
| 80175 | 84 | X | Epoxy Pavement Markings | Jan. 1, 2007 | |
| 80189 | 86 | X | Equipment Rental Rates | Aug. 2, 2007 | Jan. 2, 2008 |
| 80180 | 88 | X | Erosion and Sediment Control Deficiency Deduction | April 1, 2007 | |
| 80169 | | | High Tension Cable Median Barrier | Jan. 1, 2007 | |
| 80194 | | | HMA – Hauling on Partially Completed Full-Depth Pavement | Jan. 1, 2008 | |
| * 80181 | 89 | X | Hot-Mix Asphalt – Field Voids in the Mineral Aggregate | April 1, 2007 | April 1, 2008 |
| * 80201 | 91 | X | Hot Mix Asphalt – Plant Test Frequency | April 1, 2008 | |
| * 80202 | 93 | X | Hot Mix Asphalt - Transportation | April 1, 2008 | |
| 80136 | | | Hot-Mix Asphalt Mixture IL-4.75 | Nov. 1, 2004 | Jan. 1, 2008 |
| 80195 | | | Hot-Mix Asphalt Mixture IL-9.5L | Jan. 1, 2008 | |
| 80109 | | | Impact Attenuators | Nov. 1, 2003 | Jan. 1, 2007 |
| 80110 | 94 | X | Impact Attenuators, Temporary | Nov. 1, 2003 | Jan. 1, 2007 |
| 80196 | 96 | X | Mast Arm Assembly and Pole | Jan. 1, 2008 | |
| 80045 | | | Material Transfer Device | June 15, 1999 | Jan. 1, 2007 |
| 80165 | | | Moisture Cured Urethane Paint System | Nov. 1, 2006 | Jan. 1, 2007 |
| 80082 | | | Multilane Pavement Patching | Nov. 1, 2002 | |
| 80129 | | | Notched Wedge Longitudinal Joint | July 1, 2004 | Jan. 1, 2007 |
| 80182 | | | Notification of Reduced Width | April 1, 2007 | |
| 80069 | 98 | X | Organic Zinc-Rich Paint System | Nov. 1, 2001 | Jan. 1, 2008 |
| 80022 | 102 | X | Payments to Subcontractors | June 1, 2000 | Jan. 1, 2006 |
| 80134 | | | Plastic Blockouts for Guardrail | Nov. 1, 2004 | Jan. 1, 2007 |
| 80119 | | | Polyurea Pavement Marking | April 1, 2004 | Jan. 1, 2007 |
| 80170 | 104 | X | Portland Cement Concrete Plants | Jan. 1, 2007 | |
| 80171 | 106 | X | Precast Handling Holes | Jan. 1, 2007 | |

| <u>File Name</u> | <u>Pg#</u> | | <u>Special Provision Title</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|------------|---|--|------------------|----------------|
| 80015 | | | Public Convenience and Safety | Jan. 1, 2000 | |
| 3426I | | | Railroad Protective Liability Insurance | Dec. 1, 1986 | Jan. 1, 2006 |
| 80157 | 108 | X | Railroad Protective Liability Insurance (5 and 10) | Jan. 1, 2006 | |
| 80172 | 110 | X | Reclaimed Asphalt Pavement (RAP) | Jan. 1, 2007 | Aug. 1, 2007 |
| 80183 | 116 | X | Reflective Sheeting on Channelizing Devices | April 1, 2007 | |
| 80151 | 117 | X | Reinforcement Bars | Nov. 1, 2005 | Jan. 2, 2008 |
| 80164 | | | Removal and Disposal of Regulated Substances | Aug. 1, 2006 | Jan. 1, 2007 |
| 80184 | 119 | X | Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs | April 1, 2007 | |
| 80131 | | | Seeding | July 1, 2004 | Aug. 1, 2007 |
| 80152 | | | Self-Consolidating Concrete for Cast-In-Place Construction | Nov. 1, 2005 | Jan. 1, 2007 |
| 80132 | 125 | X | Self-Consolidating Concrete for Precast Products | July 1, 2004 | Jan. 1, 2007 |
| 80197 | | | Silt Filter Fence | Jan. 1, 2008 | |
| 80127 | | | Steel Cost Adjustment | April 2, 2004 | April 1, 2007 |
| * 80203 | 127 | X | Steel Inserts and Brackets Cast into Concrete | April 1, 2008 | |
| 80153 | | | Steel Plate Beam Guardrail | Nov. 1, 2005 | Aug. 1, 2007 |
| 80191 | | | Stone Gradation Testing | Nov. 1, 2007 | |
| 80143 | 128 | X | Subcontractor Mobilization Payments | April 2, 2005 | |
| 80075 | | | Surface Testing of Pavements | April 1, 2002 | Jan. 1, 2007 |
| 80087 | 129 | X | Temporary Erosion Control | Nov. 1, 2002 | Jan. 1, 2008 |
| 80176 | | | Thermoplastic Pavement Markings | Jan. 1, 2007 | |
| 80161 | 130 | X | Traffic Signal Grounding | April 1, 2006 | Jan. 1, 2007 |
| 20338 | 132 | X | Training Special Provisions | Oct. 15, 1975 | |
| 80185 | | | Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs | April 1, 2007 | |
| 80162 | | | Uninterruptable Power Supply (UPS) | April 1, 2006 | Jan. 1, 2007 |
| 80149 | 135 | X | Variable Spaced Tining | Aug. 1, 2005 | Jan. 1, 2007 |
| 80163 | 136 | X | Water Blaster with Vacuum Recovery | April 1, 2006 | Jan. 1, 2007 |
| 80071 | | | Working Days | Jan. 1, 2002 | |
| * 80204 | | | Woven Wire Fence | April 1, 2008 | |

The following special provisions have been **deleted** from use:

80187 Legal Requirements to be Observed

The following special provisions are in the 2008 Supplemental Specifications and Recurring Special Provisions:

| <u>File Name</u> | <u>Special Provision Title</u> | <u>New Location</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|--|------------------------------|------------------|----------------|
| 80168 | Errata for the 2007 Standard Specifications | Supplemental | Jan. 1, 2007 | Aug. 1, 2007 |
| 80142 | Hot-Mix Asphalt Equipment, Spreading and Finishing Machine | Article 1102.3 | Jan. 1, 2005 | Jan. 1, 2007 |
| 80148 | Planting Woody Plants | Section 253 | Jan. 1, 2006 | |
| 80160 | Reflective Crack Control Treatment | Section 443, Article 1062.04 | April 1, 2006 | Jan. 1, 2007 |
| 80154 | Turf Reinforcement Mat | Section 251 | Nov. 1, 2005 | Jan. 1, 2007 |

GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective: January 15, 2008

| √ | Pg # | File Name | Title | Effective | Revised |
|---|------|-----------|--|----------------|--------------|
| | | GBSP4 | Polymer Modified Portland Cement Mortar | June 7, 1994 | June 1, 2007 |
| | | GBSP11 | Permanent Steel Sheet Piling | Dec 15, 1993 | Jan 1, 2007 |
| | | GBSP12 | Drainage System | June 10, 1994 | Jan 1, 2007 |
| | | GBSP13 | High-Load Multi-Rotational Bearings | Oct 13, 1988 | Jan 1, 2007 |
| | | GBSP14 | Jack and Remove Existing Bearings | April 20, 1994 | Jan 1, 2007 |
| | | GBSP15 | Three Sided Precast Concrete Structure | July 12, 1994 | June 1, 2007 |
| | | GBSP16 | Jacking Existing Superstructure | Jan 11, 1993 | Jan 1, 2007 |
| | | GBSP17 | Bonded Preformed Joint Seal | July 12, 1994 | Jan 1, 2007 |
| | | GBSP18 | Modular Expansion Joint | May 19, 1994 | Jan 1, 2007 |
| | | GBSP21 | Cleaning and Painting Contact Surface Areas of Existing Steel Structures | June 30, 2003 | Jan 1, 2007 |
| | | GBSP22 | Cleaning and Painting New Metal Structures | Sept 13, 1994 | Jan 1, 2007 |
| | | GBSP25 | Cleaning and Painting Existing Steel Structures | Oct 2, 2001 | June 1, 2007 |
| | | GBSP26 | Containment and Disposal of Lead Paint Cleaning Residues | Oct 2, 2001 | Feb 2, 2007 |
| | | GBSP28 | Deck Slab Repair | May 15, 1995 | Feb 2, 2007 |
| | | GBSP29 | Bridge Deck Microsilica Concrete Overlay | May 15, 1995 | June 1, 2007 |
| | | GBSP30 | Bridge Deck Latex Concrete Overlay | May 15, 1995 | June 1, 2007 |
| | | GBSP31 | Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay | Jan 21, 2000 | June 1, 2007 |
| | | GBSP32 | Temporary Sheet Piling | Sept 2, 1994 | Jan 1, 2007 |
| | | GBSP33 | Pedestrian Truss Superstructure | Jan 13, 1998 | Jan 1, 2007 |
| | | GBSP34 | Concrete Wearing Surface | June 23, 1994 | Jan 15, 2008 |
| | | GBSP35 | Silicone Bridge Joint Sealer | Aug 1, 1995 | Jan 1, 2007 |
| | | GBSP36 | Surface Preparation and Painting Req. for Weathering Steel | Nov 21, 1997 | Feb 2, 2007 |
| | | GBSP37 | Underwater Structure Excavation Protection | April 1, 1995 | Jan 1, 2007 |
| | | GBSP38 | Mechanically Stabilized Earth Retaining Walls | Feb 3, 1999 | Jan 15, 2008 |
| | | GBSP42 | Drilled Soldier Pile Retaining Wall | Sept 20, 2001 | Feb 2, 2007 |
| | | GBSP43 | Driven Soldier Pile Retaining Wall | Nov 13, 2002 | Feb 2, 2007 |
| | | GBSP44 | Temporary Soil Retention System | Dec 30, 2002 | Jan 1, 2007 |
| | | GBSP45 | Bridge Deck Thin Polymer Overlay | May 7, 1997 | Jan 1, 2007 |
| | | GBSP46 | Geotextile Retaining Walls | Sept 19, 2003 | June 1, 2007 |
| | | GBSP47 | High Performance Concrete Structures | Aug 5, 2002 | Jan 1, 2007 |
| | | GBSP50 | Removal of Existing Non-composite Bridge Decks | June 21, 2004 | Jan 1, 2007 |
| X | 137 | GBSP51 | Pipe Underdrain for Structures | May 17, 2000 | Jan 1, 2007 |
| X | 138 | GBSP52 | Porous Granular Embankment (Special) | Sept 28, 2005 | Jan 1, 2007 |
| | | GBSP53 | Structural Repair of Concrete | Mar 15, 2006 | Sept 5, 2007 |
| | | GBSP55 | Erection of Curved Steel Structures | June 1, 2007 | |
| | | GBSP56 | Setting Piles in Rock | Nov 14, 1996 | Jan 1, 2007 |
| | | GBSP57 | Temporary Mechanically Stabilized Earth Retaining Walls | Jan 6, 2003 | Jan 1, 2007 |
| | | GBSP58 | Mechanical Splice | Sep 21, 1995 | Jan 1, 2007 |
| | | GBSP59 | Diamond Grinding and Surface Testing Bridge Sections | Dec 6, 2004 | Jan 1, 2007 |
| | | GBSP60 | Containment and Disposal of Non-Lead Pain Cleaning Residues | Nov 25, 2004 | Jan 1, 2007 |
| | | GBSP61 | Slipform Parapet | June 1, 2007 | |
| | | GBSP62 | Concrete Deck Beams | June 13, 2008 | |
| | | GBSP63 | Demolition Plans for Removal of Existing Structures | Sept 5, 2007 | |
| | | GBSP64 | Segmental Concrete Block Wall | Jan 7, 1999 | Jan 15, 2008 |

LIST ADDITIONAL SPECIAL PROVISIONS BELOW

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**STATE OF ILLINOIS
SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," (SSRBC) adopted January 1, 2007 and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (ILMUTCD) and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions," indicated on the Check Sheet, included herein, which apply to and govern the construction of FAU Route 7982 (Capitol Avenue), Section 05-00447-01-PV, Project TE-HPP4054(001) in the City of Springfield, Sangamon County. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The project extends from 7th Street to 11th Street along Capitol Avenue in Springfield, IL.

DESCRIPTION OF IMPROVEMENT

The reconstruction consists of the removal of all existing pavement, sidewalk, lighting and street appurtenances in the existing right of way. At the 7th Street intersection, the reconstruction extends to the cross street approximately 30 feet and the curb lines are moved in, removing parking in these areas. The reconstruction starts on the west side of 7th Street with a temporary connection to existing pavement to the west. The 11th Street intersection will be reconstructed to the east side of the intersection approximately 30 feet for drainage structure installation, and then a temporary connection will be constructed to tie into existing pavement. The proposed improvements consist of the installation of concrete pavers in the mid-block areas, the adjacent flexible use areas and the crosswalks, several planting beds located along the corridor and intersections and adjacent to alley and parking entrances, installation of new traffic signals and lighting and landscaping easements off of the right-of-way.

CONSTRUCTION SEQUENCE AND SCHEDULE

The Contractor shall prepare a progress schedule as required by Section 108 of the Standard Specifications. The Contractor shall coordinate items of work in order to keep hazards, traffic inconvenience and access to business along Capitol Avenue to a minimum. In particular, construction shall be staged as shown on the plans and as listed below to meet the following requirements:

- Construction will begin at 7th Street and progress east towards 11th Street, following the staging plans as shown in the traffic control plans. Changes will only be allowed if approved by the City Traffic Engineer and the Resident Engineer.

- Access to businesses located along Capitol Avenue shall be maintained for as long as possible during construction, until closure is required for removal or placement of pavement and sidewalk surfaces. These closures shall be staged to ensure closures last no longer than 48 hours. The use of temporary sidewalk surfaces and construction fencing can be used to maintain pedestrian access, if necessary. Delivery locations shall be set up on adjacent streets to provide parking for delivery services during construction.
- Minimize duration of work that requires railroad flaggers.
- Construction near the Fire Station and SJ-R receiving docks shall be stage constructed to maintain truck access 24 hours per day during construction.
- Construction between 11th Street and 12th Street shall not occur while the Springfield Public School District is in session.

COMPLETION DATE

All work required in the contract shall be completed by November 30, 2008. A construction progress schedule indicating project milestones shall be completed and strictly adhered to by the Contractor unless a request to modify the schedule is submitted in writing and approved by the Engineer.

TRAFFIC CONTROL PLAN

Description: Traffic control shall be in accordance with the applicable sections of the SSRBC, the applicable guidelines contained in the ILMUTCD for Streets and Highways, the Manual on Uniform Traffic Control Devices, latest edition; these special provisions, and any details and highway standards contained herein and in the plans.

General: Special attention is called to Articles 107.09 and 107.14 and Sections 701 through 705 of the SSRBC and the following traffic control related Highway Standards; Supplemental Specifications and Recurring Special Provisions; BDE Special Provisions; and Other Special Provisions relating to Traffic Control.

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

All advance-warning signs shall be in new or like new condition at the start of the project. If an advanced warning sign is damaged or becomes unreadable, the sign shall be replaced by a new or like new sign.

Standard 701321 shall be used as a basis for the temporary concrete barrier and impact attenuator layout to be used during intersection construction as shown on the plans or as directed by the Engineer.

Standard 701601 shall be used for one-way street lane closures during intersection construction, as shown on the plans or as directed by the Engineer.

Standard 701602 shall be used as a basis for multilane street lane closures during intersection construction, as shown on the plans or as directed by the Engineer.

Standard 701801 shall be used for all sidewalk closures necessary during the construction.

The Contractor shall provide the name and phone number of a contact on a 24-hour basis in the event an accident or other unforeseen damage occurs that necessitates replacement or resetting of traffic control items.

Basis of Payment: Traffic control and protection standards 701601, 701602 and 701801 shall be paid for at the contract lump sum price.

Additional traffic control and protection, other than those standards listed to be paid for above, as shown on the plans and described in these specifications will be paid for at the contract lump sum price for TRAFFIC CONTROL COMPLETE, which work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning, directing, closing and detouring traffic on the local streets impacted by the construction of the project.

ROADWAY

BASEMENT EXTENSIONS UNDER SIDEWALK

Description: This work shall consist of the filling of basement extensions found under the sidewalk along the proposed improvement. If such a void under the sidewalk is discovered, the Engineer shall be notified immediately.

General: A survey of the existing buildings along the proposed improvements did not indicate that any basement extensions remained. However, this survey shall not be considered comprehensive enough to guarantee basement extension will not be found.

If a basement extension or other void under the sidewalk adjacent to a building is found, the Engineer shall contact the Owner of the building adjacent to construction to determine the best course of action for continuing with construction.

Basis of Payment: Payment for the filling and removal of basement extensions under sidewalk shall be paid for according to Article 109.04 of the SSRBC.

CATCH BASINS (CIRCULAR), SPECIAL WITH SPECIAL FRAME AND GRATE

Description: This work shall consist of constructing catch basins with frames and grates according to Section 602 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: CATCH BASINS (CIRCULAR), SPECIAL will be as specified in CATCH BASINS, SPECIAL.

SPECIAL FRAME AND GRATE shall be an East Jordan Iron Works 7460 Catch Basin Curb Inlet or approved equal.

Basis of Payment: This work will be paid for at the contract unit price per each for CATCH BASINS (CIRCULAR), SPECIAL WITH SPECIAL FRAME AND GRATE.

CATCH BASINS, SPECIAL

Description: This work shall consist of constructing catch basins with frames and grates according to Section 602 of the SSRBC and plan details at locations shown on the plans or as directed by the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price per each for CATCH BASINS, SPECIAL.

CONNECTIONS TO EXISTING SEWERS

Description: This work shall consist of connecting proposed sewer to existing sewers or manholes at locations shown on the plans or as directed by the Engineer.

General: Proposed sewers shall be connected to existing sewers using rubberized connections or concrete collars creating a water-tight seal at locations shown in the plans. Connections to existing manholes shall be made by cutting a hole in the manhole and extending the proposed sewer through the manhole wall. The space around the pipe shall be filled with concrete so as to prevent leakage.

Basis of Payment: This work, including rubberized connections and concrete collars, will not be paid for separately but shall be included in the cost of STORM SEWERS of the type and size specified.

FENCE REMOVAL

Description: This work shall consist of removing existing fencing, posts, supports, foundations, gates and associated hardware according to Section 201 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: All material included with this removal shall be disposed of off-site by the Contractor.

Basis of Payment: This work shall be paid for at the contract unit price per foot for FENCE REMOVAL.

FLAGGER

Description: This work shall consist of paying for Railroad Flaggers for construction activities adjacent to the 10th Street Railroad tracks according to Section 107.12 of the SSRBC.

FLAGPOLES

Description: This work shall consist of furnishing and placing foundations for flagpoles, flagpoles, and flagpole fittings at locations shown on the plans or as directed by the Engineer.

Materials and Finishes: Flagpoles shall be Aluminum: ASTM B241, 6063-T6 alloy, T6 temper. They shall be Anodized to NAAMM, Class I (0.7 mil) of dark bronze anodized color. Verify color with Engineer.

Metal Surfaces in contact with concrete shall have asphaltic paint applied to them.

Concealed Steel Surfaces shall be prime painted, Galvanized to ASTM A123, 1.25 oz/sq. ft.

Finial shall have a spun finish, 313 bronze. Verify color with Engineer.

Foundation Tube Sleeve shall be AASHTO M-36, corrugated 16 gage steel, galvanized, depth as indicated or as required for performance requirements. Provide flashing collar of same material and finish as flagpole.

Lightning Ground Rod shall meet Manufacture's standard copper rod, 3/4 inch diameter.

Lighting Ground Cable shall be Copper No. 6 AWG, soft drawn.

General: Provide each flagpole as a complete unit produced by a single manufacturer, including fittings accessories, bases, and anchorage devices.

Flagpoles shall be ground mounted type, cone tapered 30 foot and installations constructed to withstand a 90 mph wind velocity; non – resonant, safety design factor of 2.5.

Finial ball shall be 6 inch diameter aluminum.

Foundation shall be according to manufactures specifications to meet design criteria.

Truck assembly shall be cast aluminum, revolving, stainless steel ball bearings, non-fouling.

Flags shall be salvaged from existing flagpoles.

Outside Butt Diameter and Outside Tip Diameter shall meet manufacturer's standard for performance requirements specified.

Nominal wall thickness shall meet manufacturer's standard for performance requirements specified with a minimum of 3/16 inch.

FAU Route 7982 (Capitol Avenue)
Section 05-00447-01-PV
County: Sangamon
City of Springfield

The halyard shall be an internal type winch system. It shall be manually operated winch with ~~stop control device and removable handle, stainless steel cable halyard, concealed revolving~~ truck assembly with plastic coated counterweight and sling, flush access door secured with cylinder lock and truck assembly finish to match flagpole. Provide two stainless steel swivel snap hooks per halyard.

Construct pole and ship to site in one piece if possible. If more than one piece is necessary, provide snug-fitting precision joints with self-aligning, internal splicing sleeve arrangement for weather-tight, hairline field joints.

Submit manufacturer's technical data and installation instructions for each type of flagpole required.

Submit 4 copies of shop drawings of flagpoles and bases, showing general layout, jointing and complete anchoring, and supporting systems.

Submit one sample 6x6 inch in size illustrating pole material, color, and finish.

Spiral wrap flagpole with heavy Kraft paper or other protective wrapping, and prepare for shipment in hard fiber tubes or other protective container.

Deliver flagpole and accessories completely identified for installation procedure. Handle carefully to avoid soiling or damage, and store flagpoles unwrapped to avoid staining from wrappings.

The following manufacturers are acceptable to provide flagpoles for this project:

Aabec Pole Division, Morgan-Francis Company.
Acme Flagpole, Division of Lingo, Inc.
American Flagpole, Division of Kearney-National.
aartol Company, Inc.
Concord Industries, Inc.
Eder Flag Manufacturing Company.
Other flagpole manufactures may be approved by the Engineer.

Installation: Coat metal sleeve surfaces below grade and surfaces in contact with dissimilar materials with asphaltic paint. Install flagpole, base assembly, and fittings in accordance with manufacturer's instructions.

Electrically ground flagpole installation.

Install foundation plate and centering wedges for flagpole base set in concrete base and fasten.

Fill foundation tube sleeve with sand, compact and remove wood wedges.

Seal top of foundation tube with a 2" (two inch) layer of elastomeric joint sealant and cover with flashing collar.

The Maximum Variation from Plumb shall be 1 inch.

Adjust operating devices so that halyard functions smoothly.

Basis of Payment: This work shall be paid for at the contract unit price per each for FLAGPOLES.

GRATING

Description: This work shall consist of furnishing and placing grating according to Section 604 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: Proposed grating to be placed in the sidewalk shall be ADA compliant such as an Ohio Gratings 7-SGF-4 or approved equal.

Basis of Payment: This work shall be paid for at the contract unit price per square foot for GRATING.

HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

Description: This work shall consist of removing a variable depth of existing hot-mix asphalt in order to make a temporary connection between existing pavement and proposed pavement according to Section 440 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: The variable depth of the hot-mix asphalt removal shall leave two-inches between the existing pavement and the top of the proposed profile to prepare for placement of a hot-mix asphalt surface mix.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH.

INLETS, TYPE A, WITH SALVAGED FRAME AND GRATE

Description: This work shall consist of constructing inlets with frames and grates according to Section 602 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: INLETS, TYPE A will be as shown in Standard 602301.

SALVAGED FRAME AND GRATE will be as specified in REMOVE, SALVAGE AND REPLACE FRAME & GRATE.

Basis of Payment: This work will be paid for at the contract unit price per each for INLETS, TYPE A, WITH SALVAGED FRAME AND GRATE.

INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE

Description: This work shall consist of constructing inlets with frames and grates according to Section 602 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: INLETS, TYPE A will be as shown in Standard 602301.

SPECIAL FRAME AND GRATE shall be an East Jordan Iron Works 7460 Catch Basin Curb Inlet or approved equal.

Basis of Payment: This work will be paid for at the contract unit price per each for INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE.

MANHOLES, TYPE A, 4-FT DIAMETER, WITH SPECIAL FRAME AND GRATE

Description: This work shall consist of constructing manholes with frames and grates according to Section 602 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: MANHOLES, TYPE A, 4-FT DIAMETER will be as shown in Standard 602401.

SPECIAL FRAME AND GRATE shall be an East Jordan Iron Works 7460 Catch Basin Curb Inlet or approved equal.

Basis of Payment: This work will be paid for at the contract unit price per each for MANHOLES, TYPE A, 4-FT DIAMETER, WITH SPECIAL FRAME AND GRATE.

METAL POSTS

Description: This work shall consist of the furnishing and installation of metal posts according to Section 729 of the SSRBC and Highway Standard 729001 for post depths, as shown in the plans or as directed by the Engineer.

General: Metal posts shall be as manufactured by one of the following suppliers:

Brandon Industries, Inc, 1601 W. Willmeth Rd., McKinney TX 75069 (972) 542-3000 fax (972) 542-1015.

Tapco Traffic & Parking Control Company, Inc, 800 Wall Street, Elm Grove WI 53122, (800) 236-0112.

Beacon Products, 6503 19th Street East, Sarasota, FL 34243 (941) 755-6694.

The poles shall be aluminum, 3" outside diameter long fluted channel poles with finial applied to the top. The poles and finials shall have a combination coat system, as specified by the manufacturer and shall be all black.

Basis of Payment: This work shall be paid for at the contract unit price per foot for METAL POST, of the type specified.

PIPE GRATE, SPECIAL

Description: This work shall consist of removing and constructing pipe grates according to Sections 602 and 605 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: The existing pipe grate covering the drainage pipe shall be removed. The proposed pipe grate shall be centered over the existing drainage pipe and placed flush with the surface of the proposed sidewalk.

The pipe grate shall be an East Jordan Iron Works 6006 Sewer Pipe Grate and Cover or approved equal.

Basis of Payment: This work will be paid for at the contract unit price per each for PIPE GRATE, SPECIAL.

PIPE UNDERDRAIN

Pipe underdrain material shall only use round pipe as specified in Section 601 of the SSRBC.

PLANTER REMOVAL

Description: This work shall consist of removing the existing planters, including trees, bricks, granite seats, grating and concrete according to Section 440 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: The granite seats and vent grating shall be salvaged and delivered to the Street Department Garage.

The planter shall be removed to the elevation of the sidewalk. The remaining removal shall be included as SPECIAL EXCAVATION.

Basis of Payment: This work will be paid for at the contract unit price per each for PLANTER REMOVAL.

REMOVE AND REINSTALL PARKING BLOCKS

Description: This work shall consist of removing and replacing parking blocks in the State Journal Register parking lot according to Section 501 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: Parking blocks to be removed and replaced shall be set at the edge of the existing parking lot, adjacent to the proposed landscaping easement. Rebar, salvaged if possible, shall be driven through the set holes in the parking blocks to set them in place.

Any damage caused by the Contractor that prevents the parking blocks from being reused, shall be replaced by the Contractor at no additional cost to the Department.

Basis of Payment: This work will be paid for at the contract unit price per each for REMOVE AND REINSTALL PARKING BLOCKS.

REMOVE AND REINSTALL SIGN PANEL

Description: This work shall consist of removing, salvaging, cleaning and replacing Looking for Lincoln sidewalk markers and above ground signs according to Sections 515, 720 and 724 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: Sign panels shown on the plans to be removed shall be stored at a location approved by the Engineer.

Looking for Lincoln markers shall be removed from the sidewalk, marked as to the intersection they were removed from and replaced in the proposed sidewalk during sidewalk construction. If the existing sidewalk markers do not have lugs of at least 3-in., then the markers shall be installed with bolts according to Section 515 of the SSRBC. These markers shall be placed in the two foot band adjacent to the sidewalk ramps as shown on the plans or as directed by the engineer.

Any damage caused by the Contractor that prevents the sign panel from being used, shall be replaced by the Contractor at no additional cost to the Department.

Basis of Payment: This work will be paid for at the contract unit price per square foot for REMOVE AND REINSTALL SIGN PANEL.

REMOVE AND RELOCATE DROP BOXES

Description: This work shall consist of removing and relocating book and audio/video drop boxes, removing the existing concrete slab the drop boxes are sitting on, and replacing it with colored and textured PCC sidewalk pavement. If required, new lightweight concrete fill and waterproofing shall be included with this work.

General: The existing book and audio/video drop boxes shall be moved and relocated to the locations shown on the plans. The drop boxes shall be bolted down with 1/4" diameter stainless steel wedge anchors with a minimum embedment of 3" installed according to the manufactures recommendations.

The existing concrete slab shall be removed according to Section 440 of the SSRBC. The existing slab depth is unknown. The slab shall be replaced with colored and textured PCC sidewalk. The sidewalk shall match the color and texture of the adjacent sidewalk subject to the Engineers approval. The sidewalk shall be installed according to Section 424 of the SSRBC. If the existing slab being removed extends below the waterproofing shown on the plans, lightweight concrete fill shall be placed and new waterproofing shall be installed before the PCCC sidewalk is placed or if the waterproofing is damaged during the concrete slab removal it

shall be replaced subject to the Engineers approval. The lightweight concert fill and waterproofing shall be paid for according to WATERPROOFING MEMBRANE SYSTEM.

Basis of Payment: This work will be paid for at the contract unit price per lump sum for REMOVE AND RELOCATE DROP BOXES.

REMOVE, SALVAGE AND REPLACE FRAME & GRATE

Description: This work shall consist of removing, salvaging, cleaning and replacing frames and grates according to Sections 602 and 605 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: Frames and grates to be salvaged are not noted on the plans, but are shown as salvaged for the nearest proposed drainage structure. These frames and grates shall be removed from the existing drainage structure so as to prevent damage, cleaned to remove any paint or abrasions from the surface and stored until being placed with the proposed drainage structure.

Any damage caused by the Contractor that prevents the frame and grate from being used, shall be replaced by the Contractor at no additional cost to the Department.

Basis of Payment: This work will be paid for at the contract unit price per each for REMOVE, SALVAGE AND REPLACE FRAME AND GRATE.

REMOVE, STOCKPILE AND REPLACE SIGN PANEL AND SIGN PANEL ASSEMBLY (SPECIAL)

Description: This work shall consist of removing, salvaging, cleaning and replacing sign panel and sign panel assemblies according to Sections 720 and 724 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: Sign panels shown on the plans to be removed shall be stored at a location approved by the Engineer.

Sign panels shall be mounted as shown in the plans or as directed by the engineer. Mounting hardware shall be all black and sign posts, if used, shall be new and be Metal Posts as described in these special provisions.

Any damage caused by the Contractor that prevents the sign panel from being used, shall be replaced by the Contractor at no additional cost to the Department.

Basis of Payment: This work will be paid for at the contract unit price per each for REMOVE, STOCKPILE AND REPLACE SIGN PANEL AND SIGN PANEL ASSEMBLY (SPECIAL).

SIDEWALK FINISH

Description: Sidewalk finishes shall be constructed according to Section 424 of the SSRBC and as modified below.

General: A medium broom finish perpendicular to the street shall be applied to all square jointed concrete sidewalk surfaces. The two foot bands surrounding these areas shall be smooth trowel finished. A tooled grooved edge shall separate all smooth and broom finished sidewalk. All other control joints to be sawcut to create a "V" shape, using V-Line Blades by Soff-Cut, or approved equal. These sawcuts shall replace the hand-tooling of these joints.

Isolation/expansion joint sealer: Self leveling polyurethane sealant compatible with isolation joint filler; Color: Aluminum gray.

Prepare minimum 8' x 10' sample panels to show various proposed finishes. Panel may be incorporated into project if properly located and finish is acceptable.

False joints along the National Park Site shall be the same as a contraction joint, except that the depth of cut shall only be ¼".

Basis of Payment: The finishes described in this special provision shall not be paid for separately, but shall be included in the cost for sidewalk.

SIGN FRAME

Description: This work shall consist of placing frames around sign panels according to Section 720 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: Sign panel frames shall be cast aluminum black frames as manufactured by Brandon Industries or an approved equal. Measurement of the frame shall be along the perimeter of the sign.

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

SIGN PANEL OVERLAY SPECIAL

Description: This work shall consist of covering the back of signs with a black nonreflective sheeting or by painting the backs of the signs black according to Sections 721 and 1091 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: Painting of the back of the signs shall be done so that the front of the sign is protected from overspray.

Basis of Payment: This work will be paid for at the contract unit price per square foot for SIGN PANEL OVERLAY SPECIAL.

SIGN PANEL – TYPE 1 (SPECIAL)

Description: This work shall consist of placing sign panel and sign panel assemblies according to Sections 720 and 724 of the SSRBC at locations shown on the plans or as directed by the Engineer. The sign panels shall be provided by the City of Springfield.

General: Sign panels shall be mounted as shown in the plans or as directed by the engineer. Mounting hardware shall be all black and sign posts, if used, shall be new and be Metal Posts as described in these special provisions.

Basis of Payment: This work will be paid for at the contract unit price per square foot for SIGN PANEL – TYPE 1 (SPECIAL).

SPECIAL EXCAVATION

Description: Special excavation shall consist of the removal of all existing structures as defined herein.

Special excavation shall not be interpreted to include rock excavation, the adjustment, reconstruction, removal or filling of existing catch basins, manholes, inlets, or valve vaults, planter removal, fence removal or wooden fence removal.

Removal plans showing locations of pavement removal, sidewalk removal, driveway pavement removal, curb removal, curb removal special, and curb and gutter removals are provided in the plans for information only. Some thicknesses are shown for some items; however, most are not known.

Contract unit pay items specifying “removal and replacement” are not covered by this special provision.

Definition of Structures: For the purpose of this Specification, structures shall be interpreted to mean all types of pavement surfaces (including base and surface courses), curbs, gutters, combination curb and gutters, medians, median surfaces, sidewalks, driveways, concrete steps, concrete or masonry walls or foundations, street car rails, ties and ballast, sign foundations, parking meter posts, steam vaults, abandoned utility lines, flagpoles, concrete signs and all other existing structures of a similar nature, the removal of which is called for on the plans or required in the execution of work included in the contract.

Construction Requirements for Special Excavation

Classification: Special excavation shall include all materials that are encountered, except rock excavation. Rock excavation, when encountered, will be classified in accordance with Article 202.04.

Should the Engineer deem it necessary, in order to construct a stable sub-grade or embankment, ~~the existing structures will be removed to a greater depth than shown on the plans.~~ Payment for such replacement will be made to the depth ordered by the Engineer.

In removing driveway pavement, sidewalk, pavement, curb, gutter and combination curb and gutter, provisions shall be made for satisfactory transition between replacements and the portion remaining in place. The contractor shall saw cut a joint between the portion of the driveway pavement, sidewalk, pavement and curb and gutter to be removed and that to be left in place in order to prevent the surface from spalling when the concrete is broken out. This work shall be done in such a manner that a straight joint will be secured.

When the plans provide for the removal of existing concrete, brick, or flagstone sidewalks or driveways, located so that they do not interfere with the construction work, they shall not be removed until contractor is prepared and ready to proceed with their reconstruction.

Excavation near Existing Foundation and Footings: Excavation near existing foundations and footings shall be completed without compromising the integrity of the structures adjacent to the special excavation items. All existing foundations and footings shall be protected during construction against damage from any construction activities. The Contractor shall be responsible for any damages to existing foundations or footings and shall make all necessary repairs at no additional cost to the Department.

Replacement and Embankment: If the removal of existing structures necessitates excavation below the elevation of the subgrade of the proposed improvement, such excavation shall be replaced with granular subbase. The material for all replacement and embankments shall conform to, and shall be placed and compacted in accordance with Article 311 (Type C).

Method of Measurement: (a). Contract Quantities: When the project is constructed essentially to the lines, grades or dimensions shown on the plans and the Contractor and the Engineer have agreed in writing that the plans' quantities are accurate, no further measurement will be required and payment will be made for the quantities shown in the contract for the various items involved, except that if errors are discovered after work has been started, appropriate adjustments will be made.

When the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities either party shall, before any work is started which would affect the measurement, have the right to request in writing and thereby cause the quantities involved to be measured as hereinafter specified.

(b). Measured Quantities. Special Excavation will be measured for payment in cubic yard, the total volume being the sum of the volume of material between the elevation of the surface of the ground, or the tops of structures as they existed prior to starting the work and the elevation of the subgrade or the finished earth grade..

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These volumes will be determined by the Engineer by the method of average end areas, by taking cross sections at such intervals as may be necessary, supplemented by actual measurements in the field to determine the excavated volume of structures.

Basis of Payment: Special excavation will be paid for at the contract unit price per cubic yard for SPECIAL EXCAVATION, measured as specified herein, which price shall include payment in full for performing all excavation, except rock excavation, the removal, transportation and disposal of all materials and existing structures as required herein; and all other work required under the general heading of Earthwork for which no payment item is included in the contract.

When the contract does not contain a unit price for Rock Excavation, and such excavation is encountered, it will be paid for in accordance with Article 109.04.

STATUS OF UTILITIES TO BE ADJUSTED

The following utilities are involved in this project. The utility companies have provided the estimated dates.

| Name & Address of Utility | Type | Location | Estimated Date of Relocation Completed |
|--|-------------|------------------------|---|
| AT&T Mr. Carl Donahue 866 Rock Creek Road Plano, Illinois 60545-9571 Phone: (630) 552-4677 | Telephone | Throughout the Project | During Construction, If Necessary |
| Ameren Cilco Mr. George Sommer 825 North MacArthur Blvd. Springfield, IL 62702 Phone: 753-6458 | Gas | Throughout the Project | During Construction, If Necessary |
| Ameren Cilco Mr. George Sommer 825 North MacArthur Blvd. Springfield, IL 62702 Phone: 753-6458 | Electric | 10th Street | During Construction |
| City Water, Light & Power Mr. David Antonacci 401 North 11th Street Phone: 789-2022, Ext. 610 | Water | Throughout the Project | During Construction |

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City Water, Light & Power
 Mr. Rob Cunningham
 1008 East Miller Street
 Springfield, Illinois 62702
 Phone: 757-8520

Electric

Throughout the
 Project

During Construction

Curran Gardner Township
 Mr. Bud Mason
 3382 Hazlett Road
 Springfield, IL 62707
 Phone: (217) 546-3981

Water

N/A

During Construction, If
 Necessary

Department of Central
 Management Services - Bureau
 of
 Communication and Computer
 Services
 Attn:
 Mr. Jerry Pickett 785-7500
 Mr. David Yost 524-6619
 Mr. Mark Loges 557-6530
 120 West Jefferson
 Springfield, IL 62702-5103

Fiber Optic

Throughout the
 Project

During Construction, If
 Necessary

Insight Communications
 Mr. Rob Davis
 711 South Dirksen Parkway
 Springfield, IL 62703
 Phone: (217) 788-5898 x636

Cable

Throughout the
 Project

During Construction, If
 Necessary

Kentucky Data Link, Inc.
 Mr. David Dobbs
 3701 Communications Way
 Evansville, IN 47715
 Phone: (812) 456-4729

Fiber Optic

N/A

During Construction, If
 Necessary

MCI Network Services, Inc.
 Attn: OSP National Support
 Mr. John Bachelder
 Department 42864 Loc 107
 2400 North Glenville
 Richardson, Texas 75082
 Phone: (972) 729-6016

Telephone

Throughout the
 Project

During Construction, If
 Necessary

McLeod USA
 Mr. Mark Mills
 102 East Shafter
 Forsyth, Illinois 62535
 Phone: 876-7194 Ext. 222

Telephone

Throughout the
 Project

During Construction, If
 Necessary

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SBC/Ameritech Engineering
Ms. Sarah Burk
529 South 7th St.; Floor 3B
Springfield, Illinois 62721
Phone: 789-8227

Fiber
Optic/Telephone

Throughout the
Project

During Construction, If
Necessary

Sprint Nextel
Attn: James Burton
5600 N. River Rd., Suite 300
Rosemont, IL 60018
Phone: (847) 318-3437

Telephone

Throughout the
Project

During Construction, If
Necessary

Wiltel Communications
Mr. Steve Crabtree
813 Country Club Drive
Hannibal, MO 63401
Phone: (573) 588-7541

N/A

N/A

During Construction, If
Necessary

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Articles 105.07, 107.20, 107.31, and 108.02 of the Standard Specifications for Road and Bridge Construction shall apply.

The estimated utility relocation dates should be part of the progress schedule submitted by the Contractor. If any utility adjustments or relocations have not been completed by the above dates specified and when required by the Contractor's operations after these dates, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's critical path schedule is affected.

STORM SEWERS, RUBBER GASKET

Description: This work shall consist of constructing and installing storm sewers according to Sections 550 and 551 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: Storm sewers of this type shall be required to use rubber gaskets meeting materials specifications in Section 1056 to seal sewer pipe joints.

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 size specified.

TEMPORARY CONSTRUCTION FENCE

Description: This work shall consist of installing, maintaining and removing temporary construction fence to control pedestrian traffic along the work area at locations shown on the plans or as directed by the Engineer.

General: The temporary fence shall be similar to plastic or wood lathe snow fence, and shall be a minimum of 4 ft high with posts placed a maximum of 15 ft apart.

~~**Basis of Payment:** This work will be paid for at the contract unit price per foot for TEMPORARY CONSTRUCTION FENCE.~~

TEMPORARY SIDEWALK

Description: This work shall consist of installing, maintaining and removing temporary sidewalk to maintain pedestrian traffic along the work area at locations shown on the plans or as directed by the Engineer.

General: Temporary sidewalk shall be constructed to provide temporary Americans with Disabilities Act (ADA) accessibility along the construction area.

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

TRENCH DRAIN

Description: This work shall consist of constructing and installing trench drain grates and concrete trenches, including all concrete and reinforcement according to Sections 503, 508 and 602 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: Trench drain grates shall be Neenah R-4999-DX Type P or approved equal.

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

VEGETATIVE SCREEN PANEL

Description: This work shall consist of furnishing and installing all of the required components for the vegetative screen according to the details on the plans or as directed by the Engineer. The items included with this work shall conform to the following:

| | |
|--|---------------------------------------|
| Vegetative screen panels (3in thick) - | See Manufactures Guide Specifications |
| Vegetative screen accessories - | See Manufactures Guide Specifications |
| (Trim, Mounting Clips, Spacers, Fasteners, etc.) | |

General: Vegetative screen panels and mounting hardware shall be from Greenscreen or an approved equal.

The vegetative screen panels shall be finished in the color black as approved by the Engineer.

Grounding of the vegetative screen to the existing CWLP Substation grounding grid shall be coordinated with the CWLP Electric Department.

Basis of Payment: This work will be paid for at the contract unit price per square foot for VEGETATIVE-SCREEN-PANEL.

WATERPROOFING MEMBRANE SYSTEM

Description: This work shall consist of removing and replacing the existing waterproofing system, modifying the ventilation structure and providing additional drainage in the base of the ventilation structure at the locations shown in the plans or as directed by the Engineer.

General: Proposed drainage composite material shall be MIRADRAIN 9000 Drainage Composite or approved equal. Rubberized Asphalt Waterproofing shall be Carlisle CCW-500R Reinforced Hot-Applied Liquid Membrane System, or approved equal. The proposed waterproofing systems shall comply with manufacturer's recommendations for application, testing and approval.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for WATERPROOFING MEMBRANE SYSTEM.

WOODEN FENCE REMOVAL

Description: This work shall consist of removing and salvaging, if necessary, existing wooden picket fencing, posts, supports, foundations, gates and associated hardware according to Section 201 of the SSRBC at the Lincoln Home National Historic Site (approximate stations Rt. 52±12 to 55±97).

General: Contact James Sanders with the Lincoln Home National Historic Site at (217) 492-4241 ext. 222 to determine if the fence shall be salvaged or disposed of. All wooden fence items salvaged shall be delivered to the Lincoln Home National Historic Site.

Holes left by the fence posts shall be filled with topsoil and compacted flush with the surrounding ground surface.

Basis of Payment: This work shall be paid for at the contract unit price per foot for WOODEN FENCE REMOVAL, which shall include all labor, equipment and materials necessary to remove and deliver or dispose of the existing fencing.

STREETSCAPE

CONCRETE PAVER PAVEMENT, CONCRETE PAVER SIDEWALK, and DETECTABLE WARNINGS

Description: This work shall consist of constructing and installing pavement, sidewalk, or detectable warnings, composed of concrete pavers, on a prepared subbase according to Check Sheet #LRS 14, except as modified below, at locations shown on the plans or as directed by the Engineer.

General:

Submittals

- Paver manufacturer's material test data certifying pavers comply with specification.
- Paver samples representing actual size, shape, and color range.
- Detectable warning paver sample – 12" X 12".
- Paver contractor's methods and quality control plan/statements identifying milestones and procedures to receive approvals and to assure adherence to this specification. This must be tailored to this specific project with actual dates for mockups, approvals and quality control meetings.

Environmental Requirements

- Do not install sand or pavers during heavy rain or snowfall.
- Do not install sand and pavers over frozen aggregate base materials.
- Do not install frozen sand or saturated sand.
- Do not install concrete pavers on frozen or saturated sand.

P.C.C. Pavers

- Acceptable Concrete P.C.C Paver suppliers include all members of UNI-Group U.S.A. who can, or do, produce a P.C.C Paver that matches the style, size and colors of the P.C.C. Pavers specified.
- Compressive Strength: Greater than 8000 psi.
- Water Absorption: Maximum of 5%; ASTM 936 and freeze-thaw testing per Section 8 of ASTM C-67.
- Basis for Design for Style, Size and Color as follows:

A.

- Type 1: Hollandstone Paver by Unilock, Inc.; 7 7/8" X 3 7/8" X 3 1/8"; Autumn Blend.
- Type 2: Hollandstone Paver by Unilock, Inc.; 7 7/8" X 3 7/8" X 3 1/8 : Prairie Blend.
- Type 3: Hollandstone Paver by Unilock, Inc.; 7 7/8" X 3 7/8" X 3 1/8"; Buff.
- Type 4: Hollandstone Paver by Unilock, Inc.; 7 7/8" X 3 7/8" X 3 1/8"; Pewter.
- Type 5: Hollandstone Paver by Unilock, Inc.; 7 7/8" X 3 7/8" X 3 1/8"; Charcoal.

P.C.C. Detectable Warning Pavers

- Acceptable Manufacturer: Unilock or approved equal.
- Detectable Warning Pavers in compliance with the following:
 - Comply with ADA regulations.
 - Compressive Strength: Minimum 7,000 PSI
 - Flexural Strength: Minimum 600 PSI
 - Water Absorption: 5% to 6%
 - Freeze Thaw: Less than 1% loss of dry weight
 - Size: 11 3/4 x 11 3/4 x 3 1/8 inches.
 - Color: Charcoal

Installation Of Pavers

- The “Aesthetic Mockup” shall be required at a variety of locations throughout the project.
 - Crosswalk Mockup: Starting at a crosswalk area, this mockup will extend from one side of the street to the other side and be placed beyond the crosswalk area by 5 feet.
 - Street Accent Band Mockup: a 10’ x 10’ area including the change from standard street pavers to accent paver bands.
 - Corner Sidewalk Mockup: A 10’ x 10’ area including detectable warning pavers
 - Flex Zone Mockup: A 10’ long area from edge to edge.
- After the sand setting bed has been installed, carefully place the pavers in straight courses with “hand” tight joints and uniform top surface.
- Paver spacer bars will provide joints between pavers (joints may be between 1/16 inch and 3/16 inch wide and no more than 5% of the joints shall exceed 1/4 inch wide to achieve straight bond lines).
- Paver Joint lines shall not deviate more than $\pm 1/2$ inch over 50 feet from string lines.
- Fill gaps at the edges of the paved area with cut pavers or edge units.
- Cut pavers, to be placed along the edge, with a double blade paver splitter or masonry saw.
- Adjust paver pattern at pavement edges such that cutting of edge pavers is minimized.
- All cut pavers exposed shall be no smaller than one-third of a whole paver measured in the long direction (approximately 2 5/8”) and no smaller than two-thirds of a whole paver measured in the short direction (approximately 2 9/16”).

- Cut pavers edges are to abut pavers only; a paver spacer bar must abut the cut edge of a paver.
- Do not place cut paver edges against concrete.
- Keep skid steer and forklift equipment off newly laid pavers that have not received initial compaction and joint sand.

Installation Of Detectable Warning Pavers

- Comply with specification for installation of Concrete Paver Sidewalks.
- Good alignment must be kept and the pattern shall be that shown on the plans.
- Orient truncated domes on detectable warning pavers as shown on the plans.
- Keep skid steer and forklift equipment off newly laid pavers that have not received initial compaction and joint sand.

Field Quality Control

- The surface elevation of pavers shall be 1/8 inch to 1/4 inch above adjacent drainage inlets, concrete collars or channels.
- Lippage: No greater than 1/8 inch difference in height between adjacent pavers.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for CONCRETE PAVER PAVEMENT and CONCRETE PAVER SIDEWALK and at the contract unit price per square foot for DETECTABLE WARNINGS.

DECORATIVE STEEL RAILING

Description: This work shall consist of constructing and installing steel railings along the edges of planting areas according to Sections 509 of the SSRBC, except as modified below, at locations shown on the plans or as directed by the Engineer.

General:

Submittals:

- Shop Drawings: Show fabrication and installation details for decorative steel railings.
- Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
- Provide templates for anchors and bolts specified for installation under other Sections.

Coordination:

- Coordinate installation of anchorages for decorative steel railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete. Deliver such items to Project site in time for installation.

Materials:

- Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- Steel Tubing: ASTM A 500, cold-formed steel tubing.

Finish: A high performance coating system is required as follows:

- Color to be Black – submit color samples for final selection.
- As Manufactured by Tnemec Company Inc. or approved equal
- Coatings - General: Provide complete multi-coat systems formulated and recommended by manufacturer for the applications indicated, in the thickness indicated; number of coats specified does not include primer or filler coat unless specifically noted.
- High Performance Coating: Aliphatic polyester polyurethane; semi-gloss finish.
 - Surface Preparation (Galvanized Steel): SSPC SP-1 Solvent Clean and light sanding to etch surface.
 - Primer for Galvanized Metal (Field-Applied): Tnemec 66 Polyamide Epoxy, 4.0 mils DFT.
 - Intermediate Coat (Field Applied): Tnemec Series 1075 (Semi-gloss) Endura-Shield II; 3.0 mils DFT.
 - Finish Coat (Field Applied): Tnemec Series 1075 (Semi-gloss) Endura-Shield II; 3.0 mils DFT.

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

LIMESTONE EDGER

Description: This work shall consist of providing and installing a quarried limestone edging as detailed at locations shown on the plans or as directed by the Engineer.

General: Limestone: ASTM C 119 limestone, single source supplied, natural, deep-ledge quarried, free of efflorescence per ASTM C 6750, also meeting ASTM C 503 Class II dolomite. High density limestone (color grey) to meet ASTM C 568 Class III

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

METAL BENCH 6' SECTION

Description: This work shall consist of installing a manufactured metal bench as detailed at locations shown on the plans or as directed by the Engineer.

General: Model CS-18 from the City Sites Series™ by Victor Stanly, Inc., (or approved equal) 6' length with center arm. Color: VS Black. Submit color and finish samples for all products.

Basis of Payment: This work will be paid for at the contract unit price per each for METAL BENCH, 6' SECTION.

PAVE-EDGE PAVER RETAINING SYSTEM

Description: This work shall consist of constructing and installing a concrete paver sidewalk retention system at locations shown on the plans or as directed by the Engineer.

General:

Submittals

- Paver edging manufacturer's technical material data and material sample; 2'-0" length.

Paver Edging

- **Material:**
 - Non-rusting recycled aluminum.
 - Up to a 90 degree bends without cutting.
 - Locking joining system.
 - Heat resistant.
 - Shape: "L"
 - Material: Alloy – 6063
 - Hardness: T-5
- **Size:**
 - Lengths: 8'-0" minimum
 - Top flange height: 4"
 - Base flange depth: 4"
 - Material thickness: 1/8" minimum
- An alternative heavy duty PVC paver edging may be used with approval by the engineer and with documentation of PVC strength and conformance to Interlocking Concrete Paving Institutes guidelines and recommendations.
- Secure to concrete subslab with stainless steel anchors as indicated on plans and following manufacturer's recommended attachment.

Basis of Payment: This work shall be paid for at the contract unit price per foot for PAVE-
EDGE-PAVER-RETAINING-SYSTEM.

PRECAST PLANTER EDGE, TYPE 1 and TYPE 2

Description: This work shall consist of constructing and installing architectural PRECAST PLANTER EDGE, TYPE 1 and TYPE 2 at locations shown on the plans or as directed by the Engineer.

General:

Submittals:

- Design Mixtures: For each precast concrete mixture. Include compressive strength and water-absorption tests.
 - Shop Drawings: Detail fabrication and installation of precast concrete units. Indicate locations, plans, elevations, dimensions, shapes, and cross sections of each unit. Indicate joints, reveals, and extent and location of each surface finish. Indicate relationship of precast concrete units to adjacent materials.
- Samples: For each type of finish indicated on exposed surfaces of precast concrete units, in sets of 3, illustrating full range of finish, color, and texture variations expected; approximately 12 by 12 by 2 inches.
- Qualification Data: For fabricator.
- Material Test Reports: For aggregates.
- Material Certificates: For the following items, signed by manufacturers:
 - Cementitious materials.
 - Reinforcing materials.
 - Admixtures.
- Source quality-control test reports.

Quality Assurance:

- Fabricator Qualifications: A firm that assumes responsibility for engineering precast concrete units to comply with performance requirements. This responsibility includes preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
 - Participates in PCI's plant certification program at time of bidding and is designated a PCI-certified plant for Group A, Category A1 - Architectural Cladding and Load Bearing Units or participates in APA's "Plant Certification Program for Production of Architectural Precast Concrete Products" and is designated an APA-certified plant.

- ~~Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C-1077 and ASTM E-329 for testing indicated.~~
- **Design Standards:** Comply with ACI 318 and design recommendations of PCI MNL 120, "PCI Design Handbook - Precast and Prestressed Concrete," applicable to types of precast concrete units indicated.
- **Quality-Control Standard:** For manufacturing procedures and testing requirements, quality-control recommendations, and dimensional tolerances for types of units required, comply with PCI MNL 117, "Manual for Quality Control for Plants and Production of Architectural Precast Concrete Products."
- **Mockups:** Before production of precast concrete units, construct one full-sized mockup to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - Approved mockups may become part of the completed Work if undamaged at time of Substantial Completion.
 - Approval of mockups does not constitute approval of deviations from the Contract Documents unless such deviations are specifically approved by Engineer in writing.
 - Field measure each location prior to fabrication and report any discrepancies to the Engineer. The contractor must verify size and trueness each field location to receive the precast units

Delivery, Storage, and Handling:

- Deliver precast concrete units in such quantities and at such times to limit unloading units temporarily on the ground.
- Support units during shipment on nonstaining shock-absorbing material.
- Store units with adequate dunnage and bracing and protect units to prevent contact with soil, to prevent staining, and to prevent cracking, distortion, warping or other physical damage.
- Place stored units so identification marks are clearly visible, and units can be inspected.
- Handle and transport units in a position consistent with their shape and design in order to avoid excessive stresses which would cause cracking or damage.
- Lift and support units only at designated points shown on Shop Drawings.

Sequencing:

- Furnish loose connection hardware and anchorage items to be embedded in or attached to other construction without delaying the Work. Provide locations, setting diagrams, templates, instructions, and directions, as required, for installation.

Mold Materials:

- Molds: Rigid, dimensionally stable, non-absorptive material, warp and buckle free, that will provide continuous and true precast concrete surfaces within fabrication tolerances indicated; nonreactive with concrete and suitable for producing required finishes.
 - Mold-Release Agent: Commercially produced liquid-release agent that will not bond with, stain or adversely affect precast concrete surfaces and will not impair subsequent surface or joint treatments of precast concrete.

Reinforcing Materials:

- Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- Supports: Suspend reinforcement from back of mold or use bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place according to PCI MNL 117.

Concrete Materials:

- Portland Cement: ASTM C 150, Type I or Type III, white or gray, as required to provide color indicated. Color samples to be submitted to Engineer for approval.
- Normal-Weight Aggregates: Except as modified by PCI MNL 117, ASTM C 33, with coarse aggregates complying with Class 5S. Stockpile fine and coarse aggregates for each type of exposed finish from a single source (pit or quarry) for Project.
- Coloring Admixture: ASTM C 979, synthetic or natural mineral-oxide pigments or colored water-reducing admixtures, temperature stable, and nonfading.
- Water: Potable; free from deleterious material that may affect color stability, setting, or strength of concrete and complying with chemical limits of PCI MNL 117.
- Air-Entraining Admixture: AASHTO M 154, certified by manufacturer to be compatible with other required admixtures.
- Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and to not contain calcium chloride, or more than 0.15 percent chloride ions or other salts by weight of admixture.
 - Water-Reducing Admixtures: ASTM C 494/C 494M, Type A.
 - Retarding Admixture: ASTM C 494/C 494M, Type B.
 - Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - Water-Reducing and Accelerating Admixture: ASTM C 494/C 494M, Type E.
 - High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 - High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.

- Plasticizing and Retarding Admixture: ASTM C 1017/C 1017 M.

Accessories:

- Dowels: Stainless steel, ASTM A 276, Type 304.
- Sand-Cement Grout: Portland cement, ASTM C 150, Type I, and clean, natural sand, ASTM C 144 or ASTM C 404. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.
- Epoxy-Resin Grout: Two-component, mineral-filled epoxy resin; ASTM C 881/C 881M, of type, grade, and class to suit requirements.

Concrete Mixtures:

- Prepare design mixtures for each type of precast concrete required.
- Design mixtures may be prepared by a qualified independent testing agency or by qualified precast plant personnel at precast concrete fabricator's option.
- Limit water-soluble chloride ions to maximum percentage by weight of cement permitted by ACI 318 or PCI MNL 117 when tested according to ASTM C 1218/C 1218M.
- Normal-Weight Concrete Mixtures: Proportion full-depth mixture by either laboratory trial batch or field test data methods according to ACI 211.1, with materials to be used on Project, to provide normal-weight concrete with the following properties:
 - Compressive Strength (28 Days): 5000 psi minimum.
 - Maximum Water-Cementitious Materials Ratio: 0.45.
- Water Absorption: 6 percent by weight or 14 percent by volume, tested according to PCI MNL 117.
- Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content complying with PCI MNL 117.
- When included in design mixtures, add other admixtures to concrete mixtures according to manufacturer's written instructions.

Mold Fabrication:

- Molds: Accurately construct molds, mortar tight, of sufficient strength to withstand pressures due to concrete-placement operations and temperature changes and for prestressing and detensioning operations. Coat contact surfaces of molds with release agent before reinforcement is placed. Avoid contamination of reinforcement and prestressing tendons by release agent.
- Maintain molds to provide completed precast concrete units of shapes, lines, and dimensions indicated, within fabrication tolerances specified.

- Form joints are not permitted on faces exposed to view in the finished work.
- Edge and Corner Treatment: Uniformly chamfered.

Fabrication:

- Cast-in Anchors, Inserts, and Other Anchorage Hardware: Fabricate anchorage hardware with sufficient anchorage and embedment to comply with design requirements. Accurately position for attachment of loose hardware, and secure in place during precasting operations. Locate anchorage hardware where it does not affect position of main reinforcement or concrete placement.
- Reinforcement: Comply with recommendations in PCI MNL 117 for fabricating, placing, and supporting reinforcement.
 - Clean reinforcement of loose rust and mill scale, earth, and other materials that reduce or destroy the bond with concrete.
 - Accurately position, support, and secure reinforcement against displacement during concrete-placement and consolidation operations. Completely conceal support devices to prevent exposure on finished surfaces.
 - Place reinforcement to maintain at least 1 1/2-inch minimum coverage. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position while placing concrete. Direct wire tie ends away from finished, exposed concrete surfaces.
- Reinforce precast concrete units to resist handling, transportation, and erection stresses.
- Comply with requirements in PCI MNL 117 and requirements in this Section for measuring, mixing, transporting, and placing concrete. After concrete batching, no additional water may be added.
- Place concrete in a continuous operation to prevent seams or planes of weakness from forming in precast concrete units.
- Thoroughly consolidate placed concrete by internal and external vibration without dislocating or damaging reinforcement and built-in items, and minimize pour lines, honeycombing, or entrapped air on surfaces. Use equipment and procedures complying with PCI MNL 117.
 - Place self-consolidating concrete without vibration according to PCI TR-6, "Interim Guidelines for the Use of Self-Consolidating Concrete in Precast/Prestressed Concrete Institute Member Plants."
- Comply with PCI MNL 117 for hot- and cold-weather concrete placement.
- Identify pickup points of precast concrete units and orientation in structure with permanent markings, complying with markings indicated on Shop Drawings. Imprint or permanently mark casting date on each precast concrete unit on a surface that will not show in finished structure.

- Cure concrete, according to requirements in PCI MNL 117, by moisture retention without heat or by accelerated heat curing using low-pressure live steam or radiant heat and moisture. Cure units until compressive strength is high enough to ensure that stripping does not have an effect on performance or appearance of final product.
- Discard and replace precast concrete units that do not comply with requirements, including structural, manufacturing tolerance, and appearance, unless repairs meet requirements in PCI MNL 117 and Engineer's approval.

Fabrication Tolerances:

- Fabricate precast concrete units straight and true to size and shape with exposed edges and corners precise and true so each finished panel complies with PCI MNL 117 product tolerances as well as position tolerances for cast-in items.

Finishes:

- Panel faces shall be free of joint marks, grain, and other obvious defects. Corners, including false joints shall be uniform, straight, and sharp. Finish exposed-face surfaces of precast concrete units as follows:
 - Textured-Surface Finish: Impart by form liners or inserts to provide surfaces free of pockets, streaks, and honeycombs, with uniform color and texture.
 - Ease or Chamfer corners between 1/16" to 1/8".
- Finish exposed top, bottom, and back surfaces of precast concrete units to match face-surface finish.
- Finish unexposed surfaces of precast concrete units by float finish.

Source Quality Control:

- Quality-Control Testing: Test and inspect precast concrete according to PCI MNL 117 requirements. If using self-consolidating concrete, also test and inspect according to PCI TR-6, "Interim Guidelines for the Use of Self-Consolidating Concrete in Precast/Prestressed Concrete Institute Member Plants."
- Testing: If there is evidence that strength of precast concrete units may be deficient or may not comply with ACI 318 requirements, precaster shall employ an independent testing agency to obtain, prepare, and test cores drilled from hardened concrete to determine compressive strength according to ASTM C 42/C 42M.
 - A minimum of three representative cores will be taken from units of suspect strength, from locations directed by Engineer.
 - Cores will be tested in an air-dry condition.
 - Strength of concrete for each series of 3 cores will be considered satisfactory if average compressive strength is equal to at least 85 percent of 28-day design compressive strength and no single core is less than 75 percent of 28-day design compressive strength.

- Test results will be made in writing on same day that tests are performed, with copies to Engineer, Contractor, and precast concrete fabricator. Test reports will include the following:

- Project identification name and number.
- Date when tests were performed.
- Name of precast concrete fabricator.
- Name of concrete testing agency.
- Identification letter, name, and type of precast concrete unit(s) represented by core tests; design compressive strength; type of break; compressive strength at breaks, corrected for length-diameter ratio; and direction of applied load to core in relation to horizontal plane of concrete as placed.

- Patching: If core test results are satisfactory and precast concrete units comply with requirements, clean and dampen core holes and solidly fill with precast concrete mixture that has no coarse aggregate, and finish to match adjacent precast concrete surfaces.

Examination:

- Examine supporting foundation and conditions for compliance with requirements for installation tolerances, true and level bearing surfaces, and other conditions affecting performance.
- Proceed with installation only after unsatisfactory conditions have been corrected.
- Do not install precast concrete units until supporting cast-in-place building structural framing has attained minimum allowable design compressive strength or supporting steel or other structure is complete.

Installation:

- Erect precast concrete level, plumb, and square within specified allowable tolerances. Provide temporary supports and bracing as required to maintain position, stability, and alignment as units are being permanently connected.
 - Install temporary steel or plastic spacing shims or bearing pads as precast concrete units are being erected.
 - Maintain horizontal and vertical joint alignment and uniform joint width as erection progresses.
 - Remove projecting lifting devices and grout fill voids within recessed lifting devices flush with surface of adjacent precast surfaces when recess is exposed.
 - Unless otherwise indicated, maintain uniform joint widths of 3/4 inch.

Erection Tolerances:

- Erect precast concrete units level, plumb, square, true, and in alignment without exceeding the noncumulative erection tolerances of PCI MNL 117, Appendix I.

Repairs:

- Repair precast concrete units if permitted by Engineer. The Engineer reserves the right to reject repaired units that do not comply with requirements.
- Mix patching materials and repair units so cured patches blend with color, texture, and uniformity of adjacent exposed surfaces and show no apparent line of demarcation between original and repaired work, when viewed in typical daylight illumination from a distance of 20 feet.
- Remove and replace damaged precast concrete units when repairs do not comply with requirements.

Cleaning:

- Clean surfaces of precast concrete units exposed to view.
- Clean mortar and other deleterious material from concrete surfaces and adjacent materials immediately.
- Clean exposed surfaces of precast concrete units after erection and completion of joint treatment to remove markings, dirt, and stains.
 - Perform cleaning procedures, if necessary, according to precast concrete fabricator's recommendations. Clean soiled precast concrete surfaces with detergent and water, using stiff fiber brushes and sponges, and rinse with clean water. Protect other work from staining or damage due to cleaning operations.
 - Do not use cleaning materials or processes that could change the appearance of exposed concrete finishes or damage adjacent materials.

Basis of Payment: This work will be paid for at the contract unit price per each for PRECAST PLANTER EDGE, TYPE 1 or TYPE 2.

RECYCLING RECEPTACLE

Description: This work shall consist of installing a manufactured recycling receptacle as detailed at locations shown on the plans or as directed by the Engineer.

General: Model ES-142 from the Economy Series with Recycle Package by Victor Stanley (or approved equal). Color: VS Black. Submit color and finish samples for all products.

Basis of Payment: This work will be paid for at the contract unit price per each for RECYCLING RECEPTACLE.

STONE BENCH

Description: This work shall consist of fabricating and installing limestone benches at locations shown on the plans or as directed by the Engineer.

General:

Quality Assurance

- Materials and methods of construction shall comply with the American Society for Testing and Materials (ASTM) and applicable requirements of local governing authorities.
- Perform work in accordance with ILI.
- Installation: Performed only by experienced stone wall builders with satisfactory record of performance on completed projects of comparable size and quality.
- Provide all limestone from one quarry to ensure consistent color range and texture.
- Do not change source or brands of materials during the course of the work.

Submittals

- Product data for stone and accessories required.
- Limestone: Samples required; (6" x 12" x 1") min. of the color and texture proposed for the work.
- Shop drawings for stone accessories required.

Delivery, Storage, and Handling

- Stone: Deliver, store, and handle limestone materials in accordance with stone suppliers recommendations.
 - When blocking and packing use non-staining materials.
 - Protect stone from damage and soiling.
- Stone Accessories: Deliver, store, and handle masonry accessories to prevent weather damage and deterioration.

Project Conditions

- Do not use metal accessories with loose coatings, including ice, which will reduce bond.
- Protect partially completed limestone work against weather damage and moisture, when work is not in progress. Cover tops of limestone with strong, waterproof, non-staining membrane.
- Cold Weather Construction:
 - Do not use frozen materials or materials mixed or coated with ice or frost.
 - Do not build on frozen ground or frozen work. Remove and replace stonework damaged by frost or freezing.

- Protect adjacent work from damage, soiling, and staining during masonry work operations.

Limestone

- Basis of Design: Quarry / Fabricator: Mankato Kasota Stone, Inc. 818 North Willow Street, Mankato MN 56001, (507) 625-2746. Acceptable substitutes include
 - Vetter Stone, 23894 Third Avenue, Mankato, Minnesota 56001 (507) 345-4777
 - Kasota Valley Limestone, by Cold Springs Granite, 202 South Third Avenue, Cold Springs, Minnesota 56320 (320) 685 3621
- Limestone: ASTM C 119 limestone, single source supplied, natural, deep-ledge quarried, free of efflorescence per ASTM C 6750, also meeting ASTM C 503 Class II dolomite.
 - Medium Density Limestone (Cream): ASTM C 568 Class II.
- Cut Type: Fleuri.
- Surface Finish:
 - Sawn all sides
- Sizes: As shown on drawings.
- Grade/Quality: Standard.
- Provide sound limestone uniform in color and texture, free from mineral stains, other foreign matter, and defects detrimental to appearance and durability.
- Color range, texture, and finish of limestone shall be within range of Landscape Architect's accepted samples.

Limestone Shims

- Furnish and set to maintain level lines.
- Hard plastic or stainless steel: AISI Type 304

Stainless Steel Accessories

- Stainless steel pins – AISI Type 304.

Inspection

- Examine substrates and installation conditions.
- Examine subgrade grade and confirm granular base is level.
- Do not start construction until unsatisfactory conditions are corrected.

Preparation

- Establish lines, levels, and coursing.
- Do not use stone units with unacceptable chips, cracks, voids, stains, or other visible defects as determined by the Engineer.

Installation of Limestone

- Set and anchor limestone units in accordance with the details shown on the drawings.
- Shim for proper setting of Limestone.
- Erect Limestone plumb and true with joints widths and alignments as shown on the drawings.

Cleaning And Repair

- Remove and replace limestone units that are loose, broken, stained, or otherwise damaged. Provide new matching units, install as specified.
- Upon completion of the work, remove from site all excess materials, debris, tools, and equipment. Repair damage resulting from stone masonry work operations.
- Final Cleaning: After thoroughly set, clean masonry as follows:
 - Remove adhering soil particles by hand with wooden paddles and non-metallic scrape hoes or chisels.
 - Test cleaning methods on sample; obtain Engineer's approval of sample cleaning before proceeding with cleaning of masonry.
 - Protect adjacent stone and non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape.
 - Saturate surfaces with water prior to application of cleaners; remove cleaners promptly by rinsing thoroughly with clear water.
- Protection: Provide final protection and maintain conditions in a manner acceptable to installer, which ensures unit masonry work being without damage and deterioration at time of substantial completion.

Basis of Payment: This work will be paid for at the contract unit price per each for BENCH.

TRASH RECEPTACLES

Description: This work shall consist of installing a manufactured trash receptacle as detailed at locations shown on the plans or as directed by the Engineer.

FAU Route 7982 (Capitol Avenue)
Section 05-00447-01-PV
County: Sangamon
City of Springfield

General: Model ES-142 from the Economy Series with S-2A formed dome with stainless steel ashtray by Victor Stanley (or approved equal). Color: VS Black. Submit color and finish samples for all products.

Basis of Payment: This work will be paid for at the contract unit price per each for TRASH RECEPTACLES.

LANDSCAPING

The following specifications supplement Sections 252, 253, 254 and 1081 of the SSRBC.

INSULATED ABOVE GRADE VALVE BOX

This item of work shall consist of the installation of a fiber reinforced polymer(FRP) insulated valve enclosure rated for above grade installation.

The enclosure shall have a black gel coated fiberglass exterior over a two layers of fiberglass mat. The enclosure shall be two-piece with a hinged lid overlapping a lower base.

The internal insulating layer shall be constructed of polyisocyanurate foam 1" in thickness. The insulation shall have a compressive strength of 20 psi, water absorption of less than 1% by volume, a density of 2.0 lbs per cubic foot, and a service temperature of -100 degrees F to 250 degrees F.

The base of the enclosure shall have an integral flange for securing the enclosure to a concrete base slab.

The enclosure shall be secured with a lockable hasp located opposite to a continuous hinge.

The enclosure shall have drains integral to the sides of the enclosure located flush with the slab. The drains shall remain closed with the exception of when the valve is discharging. The drains shall be able to accommodate the maximum discharge rate of the valve without surcharging the enclosure greater than six inches.

The insulated above grade valve box shall be considered incidental to the construction of the RPZ assembly.

IRRIGATION BED 0.5 GPH

This item of work shall consist of the installation of a complete irrigation system including the connection(s) to the supply manifold, piping, emitters, fittings, valves, and appurtenances necessary for a buried drip irrigation system.

The supply manifold connection shall be through glue joint fittings and shall include any necessary adapters to transition from PVC to PE.

The drip irrigation system shall consist of an interconnected grid of 5/8" PE pipe with integral pressure compensating non clogging drip emitters located at 18" intervals creating an 18" drip grid at the rate of 0.5 Gallons per Hour (GPH) per emitter in each of the planting areas. The grids shall be constructed per the plan details. The emitter pipe shall be installed and secured at a depth of 4" in each of the planting beds. The total length of emitter pipe installed in a single planting bed shall not exceed 502 ft without the addition of a supplemental connection to the supply manifold.

Each planting bed shall have a dual connection to the supply manifold. The upstream and any necessary intermediate connections shall be direct connections and the downstream connection shall include a spring operated check valve allowing the water to flow out of the irrigation bed.

Air release valves shall be tied into the irrigation beds at high points in the system as required by the manufacturer. Air release valves will be located in planting beds per the plan details.

Flush valves shall be installed at low spots and at the end of the irrigation supply manifolds for purging the system. Flush valves will be located in planting beds per the plan details.

The irrigation bed design including supporting documentation shall be supplied by the Contractor prior to approval for construction.

Basis of Payment: This work shall be paid for at the contract price per square foot for IRRIGATION BED 0.5 GPH.

IRRIGATION BED 1.0 GPH

This item of work shall consist of the installation of a complete irrigation system including the connection(s) to the supply manifold, piping, emitters, fittings, valves, and appurtenances necessary for a buried drip irrigation system.

The supply manifold connection shall be through glue joint fittings and shall include any necessary adapters to transition from PVC to PE.

The drip irrigation system shall consist of an interconnected grid of 5/8" PE pipe with integral pressure compensating non clogging drip emitters located at 18" intervals creating an 18" drip grid at the rate of 1.0 Gallons per Hour (GPH) per emitter in each of the planting areas. The grids shall be constructed per the plan details. The emitter pipe shall be installed and secured at a depth of 4" in each of the planting beds. The total length of emitter pipe installed in a single planting bed shall not exceed 502 ft without the addition of a supplemental connection to the supply manifold.

Each planting bed shall have a dual connection to the supply manifold. The upstream and any necessary intermediate connections shall be direct connections and the downstream connection shall include a spring operated check valve allowing the water to flow out of the irrigation bed.

Air release valves shall be tied into the irrigation beds at high points in the system as required by the manufacturer. Air release valves will be located in planting beds per the plan details.

Flush valves shall be installed at low spots and at the end of the irrigation supply manifolds for purging the system. Flush valves will be located in planting beds per the plan details.

The irrigation bed design including supporting documentation shall be supplied by the Contractor prior to approval for construction.

Basis of Payment: This work shall be paid for at the contract price per square foot for IRRIGATION BED 1.0 GPH.

IRRIGATION CONTROL WIRE IN 1" CONDUIT

This item of work shall consist of the installation of two (2) - twisted pair 14 AWG communication cables and one pull cable in a 1" conduit. The wiring and conduit shall be installed from the Irrigation Master control Unit to each of the irrigation valve box assemblies.

The wire shall be supplied by the irrigation equipment supplier and certified as compatible with the selected system.

The conduit shall be installed 1 ½' below grade and shall be installed parallel to the irrigation piping where applicable. Sweeping curves shall be utilized as opposed to sharp bends. If sharp bends are required, pull boxes will be utilized.

Conduit shall be Schedule 40 Heavy Wall Rigid PVC Conduit. Each length of conduit shall be labeled with a UL label showing the manufacturer's name and trademark. PVC conduit is to be connected to couplings, fittings and boxes with fast drying solvent weld cement.

PVC conduit shall be manufactured to NEMA TC-2, Federal SC-1094A and UL-651 Specifications.

Basis of Payment: This work shall be paid for at the contract price per foot for IRRIGATION CONTROL WIRE IN 1" CONDUIT.

IRRIGATION PIPING

This item of work shall consist of the furnishing and placement of the irrigation manifold piping as specified in the Plans.

Pipe Materials

Piping from the curb stop to the RPZ assembly and from the RPZ assembly to the transition to PVC shall be Type K Copper. There will not be any intermediate joints between the curb stop and the RPZ assembly.

All remaining irrigation supply piping shall be PVC Schedule 40 meeting ASTM D-1785. PVC Schedule 40 pipe will utilize solvent cement joints per ASTM D2672.

Pressure Testing

All piping shall be pressure tested to 50 psi prior to connection to the irrigation beds. All tees and interconnects will be temporarily capped and the main flushed and pressurized to 50 psi and hold that pressure for 1 hour. Any loss of pressure shall be considered a failure.

Flushing

All irrigation piping shall be flushed prior to any connections to the irrigation beds.

Tracer Wire

The Contractor shall furnish and install, along the entire route of the irrigation line, #12 AWG, THW single-conductor, copper locator wire. The wire shall be installed just above the crown of the pipe, shall be brought into each junction box, flush valve box and air release box. Any necessary splicing shall be made using a direct bury splice kit such as 3M Part No. 054007-09053, or equivalent. The tracer wire shall be tested for continuity prior to final acceptance by the Owner.

The cost of the locator wire, including installation and testing, shall be incidental to the installation of the irrigation piping.

Basis of Payment: This work shall be paid for at the contract price per foot for PVC, SCHEDULE 40 PIPE, or COPPER SERVICE, TYPE K, of the size specified.

PLANT MATERIAL

Description: This work shall consist of furnishing and placing plant material, fertilizer, topsoil, and mulch as shown on the plans or as directed by the Engineer.

General: All work described in this Section is to be done by a firm specializing in such work with documented 5 years experience in similar work. The personnel of the firm shall be experienced in the work specified and shall work under the direction of a skilled foreman.

Contractor personnel engaged in herbicide application shall have an Illinois Applicator's License.

Submittals shall be as follows:

1. Proposed sources of plant material and digital photos of plants.
2. One cubic foot sample proposed topsoil.
3. Fertilizer composition and calculated quantities.
4. Peat moss composition and calculated quantities.
5. Composted manure composition and calculated quantities.
6. Herbicide composition and calculated quantities.
7. One cubic foot sample of Medium-Textured Hardwood Mulch.
8. Tags from fertilizer, peat moss and manure used in the project.

Warranty

Contractor shall warranty for one year from acceptance all material and work in this project.

If at any time during the warranty period a plant dies, becomes diseased or unsightly, the Owner's Representative may request immediate or future replacement and the Contractor shall promptly comply.

Contractor shall provide one replacement in accordance with these plans and specifications.

Materials

Topsoil used to fill the excavated areas in preparation for plant material shall be loamy soil from the A horizon soil profile of local prairie-type soils, have an organic content between 10 and 15 percent, be entirely free of foreign material including construction waste, rocks and aggregate, litter and contaminating products, at least 90 percent must pass the 2.00 mm sieve and have a pH between 6.0 and 8.0.

Plant material shall be approved by the engineer prior to installation, all material shall be clearly marked as to source, species and size, be specimen quality, conform to the species and sizes specified, have a growth habit representative of that species and be free from diseases, insect pests and injuries.

Balled and Burlapped (B&B) Plants shall be grown in a nursery with climatic conditions similar those at the project site. B&B plants grown south of the St. Louis latitude will not be accepted, have a single leader unless otherwise specified, have been pruned frequently while growing in the nursery to avoid forked leaders, low or uneven branching, asymmetric growth, crossed limbs, scars from pruning, etc., be dug only when plants are dormant, be dug in accordance with best nursery practices, have solid earthen balls that encompass the fibrous and feeding roots of the plant.

Container Grown Plants shall be grown in pots of specified size with high quality rooting medium within 1 inch of the top of the container, be well grown-in with roots that fully encompass the rooting medium and have tops that are full and healthy at the time of planting.

Backfill Mixture for planting holes shall be a uniform mixture of eight (8) parts rich topsoil provided by the contractor from which all foreign material and particles greater than 1" in any dimension have been removed, one (1) part peat moss and one (1) part manure.

Peat moss shall be free from foreign material such as soil and wood and shall have uniform particle sizes not exceeding 1/4" in any dimension.

Manure shall be well rotted, unleached horse or cattle manure free from foreign material and containing no phytotoxic substances.

Wood Mulch shall be composted, shredded hardwood of particles no larger than 4" in any dimension and free of all foreign materials and approved by engineer.

Fertilizer shall be slow release granular form and contain 14% nitrogen, 14% phosphoric acid and 14% potash.

Pre-emergent herbicide shall be a slow-release granular type specifically recommended for use in new planting areas.

Water may be obtained by Contractor from the irrigation system or metered hydrants. Prior to use of hydrants, a permit shall be obtained from the City. Contractor shall provide hoses, watering apparatus, labor, etc. to water according to these specifications.

Contractor shall stake the location of each tree and the perimeter of each shrub and planting bed. Engineer shall be notified and provided an opportunity to inspect the staking. Owner's Representative may make adjustments in staking before digging operations begin.

Excavations for plants shall have near vertical sides and flat bottoms.

Excavations for trees shall be over excavated by 12" on all sides.

Shrubs shall be over excavated by 6 inches on all sides.

If the sides or bottom of the excavated hole is comprised of cinders, aggregate, rubble, clay, or other material unsuited as a growth medium for plants as determined by engineer, Contractor shall continue excavation of the pit and backfill the excavation with approved topsoil prior to planting. The excavations and backfill dimensions shall be:

For trees of all sizes, excavation and backfill shall be 6' x 6' x 4' depth.

For shrubs, hedges, shrub beds and flower beds, excavation and backfill shall be 2' depth, and extend beyond the outside plants a distance of 2'.

Sites for trees in tree grates shall be excavated 6' x 6' x 4' and backfilled with topsoil. Existing excavated soil may be reused only if approved by Engineer, otherwise backfill with approved imported topsoil.

No excavations shall be left open overnight.

Planting Trees and Shrubs

Plants shall be set in excavations with topsoil fill at the same level at which they were grown and backfilled with Backfill Mixture.

Burlap around balled and burlapped (B&B) plants shall be opened completely at the top, pulled back and tucked around the sides of the ball.

10 grams (of actual fertilizer nutrients) for each ½" of plant diameter and 5 grams (of actual fertilizer nutrients) for every gallon of container material shall be placed uniformly in the backfill mixture.

Backfill Mixture shall be placed in lifts of 12 inches around root balls and firmly hand tamped. Trees in tree grates shall be set 6" below the sidewalk level.

Trees. A rim of soil 4" high, 8" wide and 4 feet in diameter shall be formed around each tree to form a saucer.

Shrub masses and hedges. A rim of soil 2" high, 4" wide and 1 foot beyond the outermost stems shall be formed around shrub masses and hedges to form a saucer.

Plants shall be thoroughly watered-in within 4 hours of installation.

Watering and other maintenance shall continue per these specifications.

All areas for mulch shall be treated with pre-emergent herbicide according to approved application rate prior to placement of mulch.

Trees shall be mulched 4 inches in depth with medium textured wood mulch within and overlapping the saucer of soil. Mulch shall be held back 3-4" from tree trunks.

Trees in tree grates shall be mulched 4" in depth with medium textured wood mulch within and overlapping the saucer of soil. Mulch shall be held back 3-4" from tree trunks.

Shrubs shall be mulched 4 inches in depth with medium textured wood mulch within and overlapping the saucer of soil. Mulch shall be held back 3-4" from shrub stems.

Shrub masses and hedges shall be mulched 6 inches in depth with medium textured wood mulch continuously through the area. Mulch shall be held back 3-4" from shrub stems.

Existing trees shall be mulched as follows:

An area 4' surrounding trunks of existing trees shall be cleared of any other vegetation. Herbaceous plants shall be pulled. Woody vegetation will be cut at ground level and treated with herbicide to inhibit regrowth.

The 4 foot area shall be treated with pre-emergent herbicide according to product recommendations.

The prepared area shall be covered with a 6 inch depth of medium textured wood mulch. Mulch shall be held back 3-4" from tree trunks.

Pruning and limbing-up shall be done when plants are dormant, except for mechanical damage that will be repaired immediately, using good nursery practices

Plants shall be pruned to remove any damaged branches, irregular branching, crossed limbs, etc. and result in a symmetric shape typical of the species. Trimmings shall be disposed of off-site.

Trees shall be limbed-up.

Shade trees shall be limbed-up to a height of 7-8 feet above the ground.

Tree staking is not required at the time of planting.

If trees begin leaning for any reason, Contractor shall right and immediately stake those trees according to project drawings and specifications.

After the initial installation and associated watering, Contractor shall water plants an additional three (3) times, once every 14 days, unless adjusted by Owner's Representative due to weather conditions.

Planting Flowers and Ground Cover Beds

Beds shall be tilled to a depth of 8 inches forming particles no greater than 1 inch.

Beds shall be covered with a 2 inch depth of peat moss and a 2 inch depth of manure, and tilled again to a depth of 8 inches to thoroughly mix the materials.

Areas for mulch shall be treated with pre-emergent herbicide according to product recommendations prior to placement of mulch.

Beds shall be covered with 4 inches of fine textured wood mulch.

Plants shall be set on prepared soil at the elevation at which they were grown and firmly tamped-in.

Mulch shall be re-distributed uniformly over the area.

Beds shall be thoroughly watered-in within 4 hours of plant installation.

Watering and other maintenance shall continue until project acceptance.

Maintenance

Contractor shall carefully monitor the condition of Plant Material for a period of 45 days or until plants are well established, whichever is longer.

During this maintenance period, Contractor shall provide the following:

An irrigation system is to be installed as part of this project. Contractor shall become familiar with the system and be responsible for its use during the maintenance period.

Amount and frequency of subsequent watering shall be scheduled to optimize the establishment and maintenance of plant material.

Plants generally shall be watered to achieve a rate of 10 gallons for each tree every 4 days, and 5 gallons for every shrub every 4 days, and 5 gallons per square yard of flower beds every 2 days.

Rainfall may relieve the contractor of watering at certain times. Contractor shall monitor conditions and resume watering when needed.

Watering shall be done with sprinklers or in a manner to achieve infiltration of water and avoid run-off.

Contractor shall weed plant material and mulched areas to keep the area weed-free.

Generally, weeding shall be done by hand pulling. Any use of herbicides must be approved by the Engineer in advance and applicator must be licensed for commercial use of herbicides.

Should problems with the plant material develop such as insect infestation, disease or fungus, Contractor shall immediately notify the Owner's Representative and discuss remedies available.

Contractor shall proceed expeditiously with selected treatment of affected areas, and continue treatment until the problem is resolved.

Contractor shall have state licensed applicators for treatment products as needed.

Basis of Payment: This work shall be paid for at the contract unit price per each for individual plant items as specified in the plans (See Planting Plans).

Topsoil for plant material shall be paid for at the contract unit price per cubic yard for TOPSOIL (PLANTING MIXTURE).

Mulch for plant material shall be paid for at the contract unit price per square yard for MULCH, SHREDDED HARDWOOD, 4".

PVC CASING PIPE

This item of work consists of the installation of PVC casing pipe under road crossings to protect the irrigation manifold piping.

The PVC Casing Pipe shall be DR-18 pipe with locking joints meeting AWWA C-900.

The casing pipe ends shall be sealed with flexible rubber end seals.

The casing pipe shall be installed with a minimum of 24" from the top of pavement to the crown of the pipe.

Basis of Payment: This work shall be paid for at the contract price per foot for PVC CASING PIPE of the size specified.

RAISED URN SUPPLY

This item of work shall consist of the installation of an irrigation supply line to the concrete urns.

For urns located adjacent to a planting bed, a 5/8" PE line will be run from the irrigation bed, into a 1 1/2" conduit installed within the urn and terminating in a 0.5 GPH emitter inside the urn. The emitter shall have a flush option to bleed air and allow for seasonal dewatering.

For urns that are not adjacent to a planting bed, an 1" by 1" tee will be installed in the supply manifold, a 1" PVC Schedule 40 supply line to the urn base, a 90 degree bend and 1" PVC Schedule 40 line installed in the 1 1/2" conduit to the inside bottom of the urn. A 5/8" PE irrigation pipe and a 0.5 GPH emitter will be installed. The emitter will have a flush option to bleed air and allow for seasonal dewatering.

Basis of Payment: This work shall be paid for at the contract price per each for RAISED URN SUPPLY.

RPZ ASSEMBLY

This item of work shall consist of the installation of a Reverse Pressure Zone (RPZ) device and strainer assembly.

The assembly shall consist of the RPZ valve of the size specified, isolation valves, a strainer fittings necessary for connecting the RPZ to the inflow and outflow lines, an insulated above grade valve box, a concrete slab, and necessary Schedule 40 piping to plumb the RPZ to the control valve box.

The RPZ shall consist of two inline independent check valves, captured springs and replaceable check seats with an intermediate relief valve. The assembly shall have a bronze body, rubber disc material for the first and second check and the relief valve, replaceable polymer check seats for the first and second checks, a removable stainless steel relief valve seat and stainless steel cover bolts. The RPZ shall have ball type test cocks at 4 locations to allow for the annual testing of the valve for operational assurance.

The assembly shall include two resilient seat full port ball valves for isolation of the valve.

The assembly shall meet the requirements of AWWA Std. C511 and be approved by the Illinois Department of Public Health as an approved backflow prevention device.

The assembly shall include a wye pattern bronze strainer with #20 mesh. The strainer shall be installed between the RPZ assembly and the isolation valves.

The RPZ assembly shall be secured with two swivel union fittings allowing the valve to be removed for maintenance and freezing weather.

Basis of Payment: This work shall be paid for at the contract price per each for RPZ ASSEMBLY of the size specified.

SCHEDULE 40 PIPE IN CASING

This item of work consists of the installation of pipe installed within the PVC casing pipe.

The piping shall be PVC Schedule 40 meeting ASTM D-1785. PVC Schedule 40 pipe will utilize solvent cement joints per ASTM D2672.

If multiple pipes are installed in a single casing, they shall be banded together with stainless steel band clamps.

Basis of Payment: This work shall be paid for at the contract price per foot for SCHEDULE 40 PIPE IN CASING of the size specified.

SODDING, SPECIAL

Description: This work shall consist of furnishing and placing sod, fertilizer, water and topsoil as shown on the plans or as directed by the Engineer.

General: All work described in this Section is to be done by a firm specializing in such work with documented 5 years experience in similar work. The personnel of the firm shall be experienced in the work specified and shall work under the direction of a skilled foreman.

The sod producer shall be a company specializing in sod production and harvesting with a minimum five years experience, and certified by the state from which the sod is grown.

Submittal shall be as follows:

1. Sod source and composition.
2. Photographs and/or samples of sod.
3. Fertilizer source, composition and quantity required.
4. Products and rates for any chemical treatments necessary.

Certifications shall be as follows:

1. Sod certificates showing source, composition and quantity of each load.
2. Fertilizer certificates showing weight and fertilizer mix for each bag.

Warranty

For a period of one year following substantial completion of project any areas of turf that become dead, dying, diseased as a result of the material or installation shall be replaced to the satisfaction of the Owner. Replacement sod shall be laid following the same specifications as for the original installation. Contractor shall maintain the replaced sod for a period of 45 days at which time the success of replacement turf will be ascertained. Contractor shall not be responsible for replacement of sod damaged from mis-use, over-use or improper maintenance.

Materials

Topsoil used to fill the excavated areas in preparation for sodding shall be loamy soil from the A horizon soil profile of local prairie-type soils, have an organic content between 10 and 15 percent, be entirely free of foreign material including construction waste, rocks and aggregate, litter and contaminating products, at least 90 percent must pass the 2.00 mm sieve and have a pH between 6.0 and 8.0.

Sod shall be top quality, 12 to 18 month old turf-type fescue sod, shall be dense with basil growth and full at the tops and shall be free of weeds and non-turf growth, insects and disease, fungus and other conditions that indicate past, current or future conditions requiring special treatment or care.

Sod shall be comprised of the following species and rates:

90% of seed shall be comprised of 3 or more varieties turf-type fescue such as Dynasty, Olympic Gold II and Endeavor.

10% of seed shall be comprised of 1 or more aggressive bluegrass varieties such as Brooklawn.

Seed shall have been mixed, seeded and managed to result in sod with a uniform mix of grass varieties.

Grass shall be cut between 2" and 3" before sod is cut.

Sod shall be uniformly cut with 1/4 to 1/2 inch thick rooted soil in 20" by 40" pieces or other approved dimensions.

Comply with state and federal regulations including inspection for diseases and insects.

Water shall be city water provided directly from irrigation system, installation as part of this project, metered hydrants or from water trucks. Prior to use of hydrants, a permit shall be obtained from the city. Contractor shall provide hoses, watering apparatus, labor, etc. to water according to these specifications.

Fertilizer may be delivered separately or premixed in sacks in which case each sack shall bear a tag with the following information clearly printed: name and address of manufacturer, brand, weight, chemical composition, and guarantee of analysis. Fertilizer shall be kept dry.

Operations shall commence after giving a minimum 24 hours notice to Owner's Representative.

Soil shall be worked as follows:

Soils shall be tilled to a full depth of 6" and worked until the surface is smooth and soil particles are no greater than 1" in any dimension.

All debris, stones and other foreign material, as well as soil clods greater than 1" in any dimension will be removed from the site

If any cinders, aggregate, rubble, clay, or other material unsuited as a growth medium for plants are found during tilling operations, Contractor shall excavate to a depth of 12", removing all foreign material and compacted clay soils.

Contractor shall place approved topsoil in all excavated areas. If good topsoil is found and can be segregated, excavated topsoil can also be used for fill.

Contractor shall dispose of excess excavated material off the site.

Along pavements, around drains, and other edges where sod meets hard surfaces, the tamped-soil grade shall be 1/2" below the adjoining hard surfaces to assure that the soil level of the sod is at the grade of adjoining hard surfaces.

All areas shall drain and no ponding water shall be allowed.

Fertilizer shall be spread uniformly over the area to be sodded at the rate to result in 50 pounds of actual nutrient of each N, P and K per acre (2.5 pounds per 1000 sq.ft.) and incorporated in the top 2" of soil.

Soil shall be raked and rolled as necessary to achieve a smooth surface. The soil surface shall be covered with sod before developing a crust.

Sod shall be delivered in sufficient time and quantities to maintain the approved construction schedule and to assure that no sod is used which has been cut more than 24 hours in advance. No more sod than that which can be laid in a period of 24 hours shall be delivered to the site.

Sod shall be placed on the ground with the longer dimension parallel to streets and sidewalks, edges in contact with each other and adjacent hard surfaces (buildings, sidewalks, parking lots), pieces neatly matched and joints of courses staggered.

Sod shall be neatly cut 4 feet around tree trunks and 2 feet around shrubs and shrub masses. All exposed edges of sod shall be buried flush with the adjacent soil.

Within 1 hour after the sod has been laid, 5 gallons of water per square yard shall be uniformly applied to the sod in a manner to allow infiltration of water and avoid run-off. Water and watering equipment shall be provided by contractor. Maintenance watering shall be continued until sod is established.

Sod shall be thoroughly rolled as needed to achieve a smooth surface and close contact of sod with soil and/or to remove minor irregularities in the surface.

Contractor shall carefully monitor the condition of the sod for a period of 45 days or until the sod is well established, whichever is longer.

During the maintenance period, Contractor shall provide:

Watering

Sprinkle the sod at a frequency, rate and amount of water to optimize establishment of the sod. Note: Sod generally shall be watered every two days at a rate of 5 gallons per square yard. Watering should be done to avoid run-off and erosion.

Rainfall may relieve the contractor of watering at certain times. Contractor shall monitor conditions and resume watering when needed.

Mowing

Contractor shall mow sod as soon as the grass reaches a height of 4".

Grass shall be mowed to a height of 2 to 1-1/2 inches using mowers with shape, level blades.

Care shall be taken to avoid trees, shrubs and flowerbeds during mowing operations. Damage to existing or new trees or other plants shall be repaired or plants shall be replaced as determined by the Owner's Representative.

Insects, Disease, Fungus

Should problems with the turf develop such as insect infestation, disease or fungus, Contractor shall immediately notify the Owner's Representative and discuss remedies available.

Contractor shall proceed expeditiously with selected treatment of affected areas, and continue treatment until the problem is resolved.

Contractor shall have state licensed applicators for treatment products as needed.

Temporary Controls

It is recommended that sodded areas not be used until sod has established, a period usually 2-3 weeks.

Contractor may erect temporary controls, such as small temporary signs or construction ribbon attached to stakes, to keep foot traffic off newly sodded areas. Such controls will need to be coordinated with the Owner.

Staking

Turf stakes will not be required, provided the turf is well rooted-in within 6 weeks of installation.

If turf is not rooted-in, as evidenced by edges or areas becoming dislodged, turf stakes shall be installed as determined necessary by Engineer to hold sod in place.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for SODDING, SPECIAL.

TWO WIRE DECODER CONTROLLER

This item of work shall consist of the installation of an irrigation control station. The control station shall operate remote valve locations based on a programmed irrigation schedule. The controller shall have the following capabilities:

- 120V AC power

- Ability to control up to 200 individual stations
- ~~Ability to operate up to 20 stations simultaneously~~
- Internal troubleshooting diagnostics
- Ability to utilize a remote rain and moisture sensor.
- Manual start option
- Non-volatile memory which retains programming.
- Locking stainless steel cabinet rated for outdoor installation
- 14 day calendar and 14 day interval watering schedule
- 365 day calendar

The controller will control the remote valve locations utilizing D.C. latching solenoids for valve control. Each remote valve box shall have a 2 or 4 station decoder to operate the 2 or 4 valves per box. No additional power source will be required at the remote valve locations.

The irrigation master control unit will be installed within an insulated above grade valve box adjacent to the 8th Street RPZ assembly. The insulated box shall be upsized to accommodate the valve and the controller station. The controller will be installed per the plans and the manufacturer's recommendations.

The irrigation master control unit will need to be submitted for approval prior to construction.

The irrigation master control unit includes the control unit, electrical connections, conduit, and any appurtenances necessary for the installation and operation of the unit.

Basis of Payment: This work shall be paid for at the contract price per each for TWO WIRE DECODER CONTROLLER.

VALVE BOX ASSEMBLY

This item of work shall consist of the installation of two or four station valve box assemblies.

The work shall include connection to piping from the RPZ assembly, installation of an adjustable pressure regulator capable of maintaining 25 to 35 psi, a #150 wye mesh strainer, a 2 or 4 station decoder, DC electric latching solenoid operating valve, a manual operating ball valve, and a rectangular plastic valve box.

The valve and piping size for each of the valves and fittings is included in the plans.

The work shall include a complete installation including all connections to the control wiring and final testing of the irrigation system.

Basis of Payment: This work shall be paid for at the contract price per each for VALVE BOX ASSEMBLY of the number of stations specified.

TRAFFIC SIGNAL AND LIGHTING

CONCRETE FOUNDATION, TYPE E, 36" DIAMETER

This work shall consist installing a Concrete Foundation, Type E, 36" Diameter in accordance with Section 878 of the Standard Specifications for Road and Bridge Construction and State Standard 878001 with no exceptions.

The proposed location of the Concrete Foundation, Type E may be moved in the field to avoid conflicts at the approval of the Engineer. If foundation is moved to an area not within the removal limits shown on the plans, removal of the existing sidewalk or earth disturbance shall be completed in accordance with Section 895 of the Standard Specifications for Road and Bridge Construction and any applicable notes or Special Provisions provided in these construction documents.

Measurement and Payment. This work will be paid for at the contract unit price per foot for CONCRETE FOUNDATION, TYPE E, 36" DIAMETER which price shall be payment in full for all labor, material, and equipment necessary to perform the work described above.

CONDUIT

This work shall consist of furnishing and installing a conduit of the type and size specified in accordance with Sections 810 and 1088.01(b) or 1088.01(c) of the Standard Specifications for Road and Bridge Construction except as described herein.

PVC Conduits: When it is necessary to connect PVC conduit to steel conduit a heavy wall set screw connector with a PVC female adapter shall be installed and sealed by duct seal and plastic tape.

When conduits are installed in the excavation in back of curb, the conduit shall be installed below driveway and entrances at a depth which will prevent the conduit from protruding into the entrance pavement material.

PVC Conduit, Augered: The Contractor shall utilize the directional boring method of installing conduit.

In the event that latent subsurface physical conditions are encountered which prevents the pilot hole from being bored through the entire conduit run in three (3) sincere attempts, as determined by the Engineer, compensation for the proposed conduit run will be as follows:

1. The Department will delete the contract specified method of payment for the subject conduit run.
2. The Department will pay for the installation of the conduit run and the three unsuccessful attempts to install the conduit run, under Article 109.04 of the Standard Specification on the force account basis.

~~3. The Engineer will determine the method to be utilized to install the conduit run.~~

Measurement and Payment. This work will be paid for at the contract unit price per foot (meter) for CONDUIT, of the size and type specified, which price shall be payment in full for furnishing and installing the conduit and fittings complete.

ELECTRIC CABLE

This work shall consist of furnishing and installing electric cable of the type size and number of conductors specified, in accordance with the requirements of Section 873 and 1076.04 of the Standard Specifications for Road and Bridge Construction except as described herein.

All stranded wire connections in signal heads, push buttons, terminal compartments shall be made with insulated spade connections.

Cables shall be identified by color coded tape applied at both the signal and controller ends. The color-coding shall be as shown on the plans.

The cable will be paid for the vertical length of all traffic signal post. All other vertical cable lengths shall be paid for as prescribed in the Standard Specifications.

New electric cable shall be installed to all proposed signal and pedestrian signal heads. The existing electric cable connected to removed or relocated signal or pedestrian signal heads shall be removed. The cost of this work shall be included in the cost for proposed ELECTRIC CABLE.

ORNAMENTAL LIGHTING UNIT, COMPLETE

Description: This work shall consist of installing ornamental roadway lights with traffic signals attached according to Sections 830 and 821 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: The ornamental light units shall be shall be the City System Standard Lumec RN20 250W HPS Decorative Luminaire, R100 27'-0", Steel Pole 240V, construction number SLD-20-600 or approved equal.

Basis of Payment: This work shall be paid for at the contract unit price per each for ORNAMENTAL LIGHTING UNIT, COMPLETE.

RELOCATE EXISTING EMERGENCY VEHICLE PRIORITY GPS SYSTEM

Relocate Existing GPS Preemption System, Complete shall meet the requirements of Section 895 of the Standard Specifications with the following modifications:

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Existing electric cable connections made to the existing controller or the existing GPS receiver/transmitter ~~at the intersection shall be reconnected to the relocated GPS receiver/transmitter~~ or relocated traffic controller in the same quadrant of each reconstructed intersection. The GPS transmitter/receiver shall be remounted to the proposed ornamental lighting unit closest to the traffic controller at the intersection.

Measurement and Payment. This work shall be paid for at the contract unit price each (per intersection) for RELOCATE EXISTING EMERGENCY VEHICLE GPS SYSTEM.

RELOCATE EXISTING TRAFFIC CONTROLLER AND CABINET

Relocate Existing Traffic Controller and Cabinet shall meet the requirements of Section 895 of the Standard Specifications with the following modifications:

All connections made to the existing controller by either the existing fiber optic interconnect system or existing service installation shall be pulled back to the appropriate existing handhole. Said electric cable should be re-pulled to the proposed controller location using the proposed 4 inch conduit provided in the plans.

Measurement and Payment. This work shall be paid for at the contract unit price each for RELOCATE EXISTING TRAFFIC SIGNAL CONTROLLER AND CABINET, COMPLETE.

REMOVE EXISTING CONCRETE FOUNDATION

Remove Existing Concrete Foundation shall meet the requirements of Section 895 of the Standard Specifications with the following modifications:

This pay item shall include the cost for removal of the Type A, Type D and Type E concrete foundations within the removal of the limits of the project. All concrete foundations Type A within the removal limits of the project shall be completely removed. Existing Concrete foundations Type D at the intersections of 9th and Capitol and 11th and Capitol shall be completely removed. All other concrete foundations Type D shall remain in place. Existing concrete foundations Type E shall be removed for each existing mast arm assembly and pole noted for removal in the quantities and the plans. Type E foundations shall be removed to an elevation below the base of adjacent proposed improvements or an elevation specified by the Engineer.

Each existing conduit, previously attached to the foundation, shall be capped to prevent moisture from entering the remaining conduit.

Measurement and Payment This work shall be paid for at the contract unit price each for REMOVE EXISTING CONCRETE FOUNDATION.

REMOVE EXISTING SIGNAL HEAD OR PEDESTRIAN SIGNAL HEAD

Remove Existing Signal Head or Pedestrian Signal Head shall meet the requirements of Section 895 of the Standard Specifications with the following modifications:

The City of Springfield shall maintain ownership of all signal heads removed from each intersection until a representative of the City of Springfield relinquishes ownership of the equipment to the Contractor. The Contractor shall dispose of the signal heads at a location determined by a representative of the City of Springfield. The cost of transporting the removed material to the determined location shall be included in the price of the appropriate pay item.

Measurement and Payment. This work shall be paid for at the contract unit price each for REMOVE EXISTING SIGNAL HEAD OR PEDESTRIAN SIGNAL HEAD.

REMOVE EXISTING MAST ARM ASSEMBLY AND POLE

Remove Existing Mast Arm Assembly and Pole shall meet the requirements of Section 895 of the Standard Specifications with the following modifications:

The City of Springfield shall maintain ownership of each mast arm assembly and pole removed from each intersection until a representative of the City of Springfield relinquishes ownership of the equipment to the Contractor. The Contractor shall dispose of each mast arm assembly and pole at location determined by a representative of the City of Springfield. The cost of transporting the removed material to the determined location shall be included in the price of this pay item.

Measurement and Payment. This work shall be paid for at the contract unit price each for REMOVE EXISTING MAST ARM ASSEMBLY AND POLE.

REMOVE EXISTING TRAFFIC SIGNAL POST

Remove Existing Traffic Signal Post shall meet the requirements of Section 895 of the Standard Specifications with the following modifications:

The City of Springfield shall maintain ownership of each traffic signal post removed from each intersection until a representative of the City of Springfield relinquishes ownership of the equipment to the Contractor. The Contractor shall dispose of each traffic signal post at a location determined by a representative of the City of Springfield. The cost of transporting the removed material to the determined location shall be included in the price of the appropriate pay item.

Measurement and Payment. This work shall be paid for at the contract unit price each for REMOVE EXISTING TRAFFIC SIGNAL POST.

STEEL MAST ARM ASSEMBLIES AND POLES, (SPECIAL)

This work shall consist of furnishing and installing steel mast arm assemblies and poles of the mast arm length specified, in accordance with Section 877 of the Standard Specifications with the following modifications:

The style and finish of each Steel Mast Arm Assembly and Pole shall be similar to the style and finish designated for the Ornamental Lighting Units. The Contractor shall be responsible for ensuring that the finish on all mast arms, poles, bases and fittings is intact and free of chips, breaks and scratches. Any defects caused by shipping and handling or installation procedures will be required to be touched up by the exact paint match of the Ornamental Lighting Unit supplied by the manufacturer.

Measurement and Payment. This work shall be paid for at the contract unit price each for MAST ARM ASSEMBLY AND POLE, (SPECIAL) or STEEL COMBINATION MAST ARM ASSEMBLY AND POLE (SPECIAL), of the arm length specified.

TEMPORARY TRAFFIC SIGNAL INSTALLATION

Temporary Traffic Signal Installation shall meet the requirements of Section 890 of the Standard Specifications with the following modifications:

The contractor shall maintain at least two far side signal heads for each traffic direction using any combination of old, new and temporary signals, as approved by the Engineer. The contractor would be allowed to use all-way stop sign control, at each intersection, only long enough to switch the controller from the old foundation to the new foundation and complete the wiring. The traffic signals may be returned to operation without the interconnect connected but each controller should have the date and time set and be put in coordination by adjusting the controller time clock. Assistance for the above may be obtained from the City Traffic Engineer if necessary.

Measurement and Payment. This work shall be paid for at the contract unit price each, at each intersection, for TEMPORARY TRAFFIC SIGNAL INSTALLATION (SPECIAL).

TRAFFIC SIGNAL BACKPLATE

Effective: July 1, 2006

This work shall consist of furnishing and installing a traffic signal backplate in accordance with Sections 882 and 1078.03 of the Standard Specifications for Road and Bridge Construction and the following exceptions.

The traffic signal backplates shall be of the same material as the traffic signal heads as specified on the plans.

A 3 in. wide strip of reflective sheeting shall be applied to the outside perimeter of the face of the backplates. ~~The reflective tape shall be fluorescent yellow in color and shall consist of type AZ sheeting.~~

TRAFFIC SIGNAL POST

This work shall consist of furnishing and installing traffic signal posts of the height specified, in accordance with Section 875 of the Standard Specifications with the following modifications:

The painted finish of each Traffic Signal Post shall be similar to the finish designated for the Ornamental Lighting Units (black in color). The Contractor shall be responsible for ensuring that the finish on all posts and fittings is intact and free of chips, breaks and scratches. Any defects caused by shipping and handling or installation procedures will be required to be touched up by the exact paint match of the Ornamental Lighting Unit supplied by the manufacturer.

Measurement and Payment. This work shall be paid for at the contract unit price each for TRAFFIC SIGNAL POST, of the height specified, which price shall be payment in full for all labor, material, and equipment necessary to perform the work described above.

TRENCH AND BACKFILL FOR ELECTRICAL WORK (SPECIAL)

Trench and Backfill For Electrical Work shall meet the requirements of Section 819 of the Standard Specifications with the following modifications:

The areas through which the trench and backfill disturbs grass or sod, the top 4 inches of backfill shall be topsoil and the ground shall be planted with type 1A salt tolerant lawn mixture seed.

The cost for trenching in the sub-base and reinstalling and compacting the sub-base shall be included in this pay item. The Contractor shall use care to not disturb the sub-base beyond what is necessary to install the conduit and shall be responsible for damage beyond the conduit trench.

Measurement and Payment. This item shall be paid for at the contract unit price per foot for TRENCH AND BACKFILL FOR ELECTRICAL WORK (SPECIAL), which price shall be payment in full for all labor, material, and equipment necessary to perform the work described above.



Route FAU Route 7982
Section 05-00447-01-PV
County Sangamon

Marked Rt. Capitol Avenue
Project No. TE-HPP4045 (001)
Contract No. 93450

This plan has been prepared to comply with the provisions of the NPDES Permit Number ILR10, issued by the Illinois Environmental Protection Agency on May 30, 2003 for storm water discharges from Construction Site Activities. This plan has also been prepared to comply with the provisions of NPDES Permit Number ILR40 for discharges from small municipal separate storm sewer systems if checked below.

NPDES permits associated with this project:

- ILR10 Permit No. (if applicable):
ILR40 Permit No. (if applicable): ILR400453

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.

Timothy J. Sheehan
Print Name
City Engineer
Title
City of Springfield
Agency

Handwritten signature and date 11-30-07
Signature
Date

I. Site Description:

A. The following is a description of the project location:

The project extends from 7th Street to 11th Street along Capitol Avenue in Springfield, IL.

B. The following is a description of the construction activity which is the subject of this plan:

The reconstruction consists of the removal of all existing pavement, sidewalk, lighting and street appurtenances in the existing right of way. At the 7th Street intersection, the reconstruction extends to the adjacent street approximately 30 feet and the curb lines are moved in, removing parking in these areas. The reconstruction starts on the west side of 7th Street with a temporary connection to existing pavement extending to the west. The 11th Street intersection will be reconstructed to the east side of the intersection approximately 30 feet for drainage structure installation and then a temporary connection will be constructed to tie into existing pavement. The proposed improvements consist of the installation of concrete pavers in the mid-block areas, the adjacent flexible use areas and the crosswalks, several planting beds located along the corridor and intersections and adjacent to alley and parking entrances, installation of new traffic signals and lighting and landscaping easements off of the right-of-way.

C. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading:

Each block between 7th and 11th Streets along Capitol Avenue will be closed during construction. Construction is anticipated to begin at 7th Street and progress east towards 11th Street.

D. The total area of the construction site is estimated to be 3.5 acres.

~~The total area of the site that is estimated will be disturbed by excavation, grading or other activities is 3.5 acres.~~

E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:

0.32 Acres Grass or Planting Bed – C value of 0.3

3.18 Acres Paved Surface – C value of 0.9

Weighted C = $(0.32 \times 0.3) + (3.18 \times 0.9) / (0.32 + 3.18) = 0.85$

F. The following is a description of the soil types found at the project site followed by information regarding their erosivity:

The soil type for this construction project according to the USDA Sangamon County Illinois Soil Survey is 533, Urban Land. This land use consists primarily of paved surfaces. No erosion factors were given for this soil type.

G. The following is a description of potentially erosive areas associated with this project:

The urban area under construction is relatively flat with slopes generally less than one percent. Only in isolated locations such as near intersections or approached the 10th Street railroad tracks do the slopes become greater than one to two percent.

H. The following is a description of soil disturbing activities, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):

Pavement and sidewalk removal consists primarily of soil disturbing activities. This will take place with the bound of existing buildings and or pavements and the slopes associated with this site are generally flat. Erosive factors during construction are expected to be low.

I. 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.

J. The following is a list of receiving water(s) and the ultimate receiving water(s), and areal extent of wetland acreage at the site. The location of the receiving waters can be found on the erosion and sediment control plans:

This site drains to a Municipal Combined Sanitary Sewer System. The treatment plant is located north of Springfield and releases treated water into a Tributary to the Sangamon River.

K. The following pollutants of concern will be associated with this construction project:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Soil Sediment | <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) |
| <input checked="" type="checkbox"/> Concrete | <input checked="" type="checkbox"/> Antifreeze / Coolants |
| <input checked="" type="checkbox"/> Concrete Truck Waste | <input checked="" type="checkbox"/> Waste water from cleaning construction equipment |
| <input checked="" type="checkbox"/> Concrete Curing Compounds | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Solid Waste Debris | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Paints | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Solvents | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Fertilizers / Pesticides | <input type="checkbox"/> 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. 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

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

The following Stabilization Practices will be used for this project:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Preservation of Mature Vegetation | <input type="checkbox"/> Erosion Control Blanket / Mulching |
| <input type="checkbox"/> Vegetated Buffer Strips | <input checked="" type="checkbox"/> Sodding |
| <input checked="" type="checkbox"/> Protection of Trees | <input type="checkbox"/> Geotextiles |
| <input checked="" type="checkbox"/> Temporary Erosion Control Seeding | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Temporary Turf (Seeding, Class 7) | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Temporary Mulching | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Permanent Seeding | <input type="checkbox"/> Other (specify) |

Describe how the Stabilization Practices listed above will be utilized:

Preservation of Mature Vegetation will be used in existing grass areas that may not need to be disturbed, Protection of Trees will be used along the National Park Site where existing trees to remain in place are to be protected from construction activities, temporary erosion control seeding will be used in areas where proposed sodding is located.

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

The following Structural Practices will be used for this project:

- | | |
|--|--|
| <input type="checkbox"/> Perimeter Erosion Barrier | <input type="checkbox"/> Rock Outlet Protection |
| <input type="checkbox"/> Temporary Ditch Check | <input type="checkbox"/> Riprap |
| <input checked="" type="checkbox"/> Storm Drain Inlet Protection | <input type="checkbox"/> Gabions |
| <input type="checkbox"/> Sediment Trap | <input type="checkbox"/> Slope Mattress |
| <input type="checkbox"/> Temporary Pipe Slope Drain | <input type="checkbox"/> Retaining Walls |
| <input type="checkbox"/> Temporary Sediment Basin | <input type="checkbox"/> Slope Walls |
| <input type="checkbox"/> Temporary Stream Crossing | <input type="checkbox"/> Concrete Revetment Mats |
| <input type="checkbox"/> Stabilized Construction Exits | <input type="checkbox"/> Level Spreaders |

- | | |
|---|--|
| <input type="checkbox"/> Turf Reinforcement Mats | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Permanent Check Dams | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Permanent Sediment Basin | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Aggregate Ditch | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Paved Ditch | <input type="checkbox"/> Other (specify) |

Describe how the Structural Practices listed above will be utilized:

Storm drain inlet protection will be used on all inlets in the construction area.

- 3. Storm Water Management:** Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

- a. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

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

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

Description of Storm Water Management Controls.

This project does not require Storm Water Management Controls.

4. Other Controls:

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

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

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

- c. Stockpile Management – BMPs shall be implemented to reduce or eliminate pollution of storm water from stockpiles of soil and paving materials such as but not limited to portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, aggregate sub base, and pre-mixed aggregate. The following BMPs may be considered:
- Perimeter Erosion Barrier
 - Temporary Seeding
 - Temporary Mulch
 - Plastic Covers
 - Soil Binders
 - Storm Drain Inlet Protection

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

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

5. Approved State or Local Laws

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

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

All inlets connected directly to the combined sewer system are catch basins with closed lid access directly above the catch basin. These devices help prevent some solid materials from entering the combined sewer system and also allow for easy access during cleaning.

III. Maintenance:

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

Temporary Seeding – Temporary seeding will be placed on all disturbed areas planned for sodding.

Inlet Filters – These shall be placed before construction begins and checked weekly during construction activities.

Tree Protection – This shall be placed before construction begins and checked weekly for damage and replaced if necessary.

All maintenance of erosion control systems will be the responsibility of the contractor. All locations where vehicles enter and exit the construction site and all other areas subject to erosion should also be inspected periodically. Inspection of these areas shall be made at least once every seven days and within 24 hours of the end of each 0.5 inches or greater rainfall, or and equivalent snowfall.

IV. Inspections:

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

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

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

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

V. Non-Storm Water Discharges:

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

- A. Spill Prevention and Control – BMPs shall be implemented to contain and clean-up spills and prevent material discharges to the storm drain system. The contractor shall produce a written plan stating how his/her company will prevent, report, and clean up spills and provide a copy to all of his/her employees and the resident engineer. The contractor shall notify all of his/her employees on the proper protocol for reporting spills. The contractor shall notify the resident engineer of any spills immediately.
- B. Concrete Residuals and Washout Wastes – The following BMPs shall be implemented to control residual concrete, concrete sediments, and rinse water:
 - Temporary Concrete Washout Facilities shall be constructed for rinsing out concrete trucks. Signs shall be installed directing concrete truck drivers where designated washout facilities are located.

- The contractor shall have the location of temporary concrete washout facilities approved by the resident engineer.
- All temporary concrete washout facilities are to be inspected by the contractor after each use and all spills must be reported to the resident engineer and cleaned up immediately.
- Concrete waste solids/liquids shall be disposed of properly.

- C. Litter Management – A proper number of dumpsters shall be provided on site to handle debris and litter associated with the project. The Contractor is responsible for ensuring his/her employees place all litter including marking paint cans, soda cans, food wrappers, wood lathe, marking ribbon, construction string, and all other construction related litter in the proper dumpsters.
- D. Vehicle and Equipment Cleaning – Vehicles and equipment are to be cleaned in designated areas only, preferably off site.
- E. Vehicle and Equipment Fueling – A variety of BMPs can be implemented during fueling of vehicles and equipment to prevent pollution. The contractor shall inform the resident engineer as to which BMPs will be used on the project. The contractor shall inform the resident engineer how (s)he will be informing his/her employees of these BMPs (i.e. signs, training, etc.). Below are a few examples of these BMPs:
- Containment
 - Spill Prevention and Control
 - Use of Drip Pans and Absorbents
 - Automatic Shut-Off Nozzles
 - Topping Off Restrictions
 - Leak Inspection and Repair
- F. Vehicle and Equipment Maintenance – On site maintenance must be performed in accordance with all environmental laws such as proper storage and no dumping of old engine oil or other fluids on site.

VI. Failure to Comply:

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



This certification statement is part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency on May 30, 2003.

| | | | |
|---------|-----------------------|--------------|-------------------------|
| Route | <u>FAU Route 7982</u> | Marked Rt. | <u>Capitol Avenue</u> |
| Section | <u>05-00447-01-PV</u> | Project No. | <u>TE-HPP4045 (001)</u> |
| County | <u>Sangamon</u> | Contract No. | <u>93450</u> |

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR 10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification. I have read and understand all of the information and requirements stated in the Storm Water Pollution Prevention Plan for the above mentioned project. I have provided all documentation required to be in compliance with the ILR10 and Storm Water Pollution Prevention Plan and will provide timely updates to these documents as necessary.

- Contractor
- Sub-Contractor

Print Name

Title

Name of Firm

Street Address

Signature

Date

Telephone

City/State/ZIP

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

SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES

Effective: January 1, 1999
Revised: January 1, 2007

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

Replace Article 105.07 of the Standard Specifications with the following:

“105.07 Cooperation with Utilities. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:

(1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.

(2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.

(3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

(b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:

(1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.

(2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

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

SPECIAL PROVISION
FOR
INSURANCE

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

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

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

City of Springfield

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

CEMENT (BDE)

Effective: January 1, 2007

Revised: November 1, 2007

Revise Section 1001 of the Standard Specifications to read:

"SECTION 1001. CEMENT

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

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

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

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

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

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

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

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

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

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

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type I(SM) slag-modified portland cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

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

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.

- (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
- (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
- (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.

(5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).

(e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al_2O_3), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO_3), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

1001.02 Uniformity of Color. Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.

1001.03 Mixing Brands and Types. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.

1001.04 Storage. Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

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DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 1, 2007

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.

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

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of

DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 7 % 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 award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

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

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

project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

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

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to

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

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

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show

that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

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

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the

ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

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

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

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

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

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

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

DOWEL BARS (BDE)

Effective: April 1, 2007

Revised: January 1, 2008

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

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

80178

EPOXY PAVEMENT MARKINGS (BDE)

Effective: January 1, 2007

Revise Article 1095.04(a) of the Standard Specifications to read:

“(a) The epoxy marking material shall consist of a 100 percent solid two part system formulated and designed to provide a simple volumetric mixing ratio of two components (must be two volumes of Part A and one volume of Part B). No volatile solvents or fillers will be allowed. Total solids shall not be less than 99 percent when determined, on the mixed material, according to ASTM D 2369, excluding the solvent dispersion.”

Revise Article 1095.04(d) of the Standard Specifications to read:

“(d) Composition by Weight of Component A as Determined by Low Temperature Ashing. A 0.5 gram sample of component A shall be dispersed with a paperclip on the bottom of an aluminum dish, weighed and then heated in a muffle furnace at 1000 °F (538 °C) for one hour and weighed again. No solvents shall be used for dispersion. The difference in the weights shall be calculated and meet the following.

| Pigment* | White | Yellow |
|---|--------|--------|
| Titanium Dioxide ASTM D 476 Type II | 21-24% | |
| Organic Yellow, Titanium Dioxide, Other | | ± 2%** |
| Epoxy Resin | 76-79% | ± 2%** |

* No extender pigments are permitted.

** From the pigment and epoxy resin content determined on qualification samples.”

Revise Article 1095.04(f) of the Standard Specifications to read:

“(f) The daylight directional reflectance of the paint (without glass spheres) applied at 14 to 16 mils (0.35 to 0.41 mm) shall meet the following requirements when tested, using a color spectrophotometer with 45 degree circumferential/zero degree geometry, illuminant C, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White: Daylight Reflectance 80 % min.
Yellow:* Daylight Reflectance 50 % min.

*Shall meet the coordinates of the following color tolerance chart.

| | | | | |
|---|-------|-------|-------|--------|
| x | 0.490 | 0.475 | 0.485 | 0.530 |
| y | 0.470 | 0.438 | 0.425 | 0.456” |

Revise Article 1095.04(h) of the Standard Specifications to read:

“(h) The epoxy pavement marking material, when mixed in the proper mix ratio and tested according to ASTM D 7234 shall have a degree of adhesion which results in a 100 percent concrete failure in the performance of this test.”

Revise Article 1095.04(n) of the Standard Specifications to read:

“(n) The epoxy paint shall be applied to an aluminum alloy panel (Federal Test Std. No. 141, Method 2013) at a film thickness of 14 to 16 mils (0.35 to 0.41 mm) and allowed to cure for 72 hours at room temperature. Subject the coated panel for 75 hours to accelerated weathering using the light and water exposure apparatus (fluorescent UV - condensation type) as specified in ASTM G 53 (equipped with UVB-313 lamps).

The cycle shall consist of four hours UV exposure at 122 °F (50 °C) followed by four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the panel shall show no more than 10 Hunter Lab Delta E units or substantial change in gloss from the original, non-exposed paint.”

80175

EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Revised: January 2, 2008

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

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

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

“(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.

- a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the “Equipment Watch Rental Rate Blue Book” (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

$$\text{FHWA hourly rate} = (\text{monthly rate}/176) \times (\text{model year adj.}) \times (\text{Illinois adj.}) + \text{EOC}$$

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

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

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

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

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

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

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

80189

EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007

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

“(a) Erosion and Sediment Control Deficiency Deduction. When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the deficiency. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for Construction Site Activities. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

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

80180

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

Effective: April 1, 2007

Revised: April 1, 2008

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

| "Parameter | Frequency of Tests | Frequency of Tests | Test Method See Manual of Test Procedures for Materials |
|------------|--|--------------------|---|
| | High ESAL Mixture Low ESAL Mixture | All Other Mixtures | |
| VMA | Day's production ≥ 1200 tons: | N/A | Illinois-Modified AASHTO R 35 |
| Note 5. | 1 per half day of production | | |
| | Day's production < 1200 tons: | | |
| | 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day) | | |

Note 5. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design."

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

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

2/ Allowable limit below minimum design VMA requirement"

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

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

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

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

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

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

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

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

1/ Based on washed ignition."

80181

HOT-MIX ASPHALT – PLANT TEST FREQUENCY (BDE)

Effective: April 1, 2008

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

| "Parameter | Frequency of Tests | Frequency of Tests | Test Method |
|---|--|--|---|
| | High ESAL Mixture Low ESAL Mixture | All Other Mixtures | See Manual of Test Procedures for Materials |
| <p>Aggregate Gradation</p> <p>Hot bins for batch and continuous plants.</p> <p>Individual cold-feed or combined belt-feed for drier drum plants.</p> <p>% passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm)</p> <p>Note 1.</p> | <p>1 dry gradation per day of production (either morning or afternoon sample).</p> <p>and</p> <p>1 washed ignition oven test on the mix per day of production (conduct in the afternoon if dry gradation is conducted in the morning or vice versa).</p> <p>Note 3.</p> <p>Note 4.</p> | <p>1 gradation per day of production.</p> <p>The first day of production shall be a washed ignition oven test on the mix. Thereafter, the testing shall alternate between dry gradation and washed ignition oven test on the mix.</p> <p>Note 4.</p> | <p>Illinois Procedure</p> |
| <p>Asphalt Binder Content by Ignition Oven</p> <p>Note 2.</p> | <p>1 per half day of production</p> | <p>1 per day</p> | <p>Illinois-Modified AASHTO T 308</p> |
| <p>Air Voids</p> <p>Bulk Specific Gravity of Gyrotory Sample</p> | <p>Day's production ≥ 1200 tons:</p> <p>1 per half day of production</p> <p>Day's production < 1200 tons:</p> <p>1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)</p> | <p>1 per day</p> | <p>Illinois-Modified AASHTO T 312</p> |

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

80201

HOT-MIX ASPHALT – TRANSPORTATION (BDE)

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

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

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

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

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

80202

IMPACT ATTENUATORS, TEMPORARY (BDE)

Effective: November 1, 2003

Revised: January 1, 2007

Description. This work shall consist of furnishing, installing, maintaining, and removing temporary impact attenuators of the category and test level specified.

Materials. Materials shall meet the requirements of the impact attenuator manufacturer and the following:

| Item | Article/Section |
|--|---------------------------|
| (a) Fine Aggregate (Note 1)..... | 1003.01 |
| (b) Steel Posts, Structural Shapes, and Plates | 1006.04 |
| (c) Rail Elements, End Section Plates, and Splice Plates | 1006.25 |
| (d) Bolts, Nuts, Washers and Hardware | 1006.25 |
| (e) Hollow Structural Tubing | 1006.27(b) |
| (f) Wood Posts and Wood Blockouts | 1007.01, 1007.02, 1007.06 |
| (g) Preservative Treatment..... | 1007.12 |
| (h) Packaged Rapid Hardening Mortar | 1018.01 |

Note 1. Fine aggregate shall be FA 1 or FA 2, Class A quality. The sand shall be unbagged and shall have a maximum moisture content of five percent.

CONSTRUCTION REQUIREMENTS

General. Impact Attenuators shall meet the testing criteria contained in National Cooperative Highway Research Program (NCHRP) Report 350 for the test level specified and shall be on the Department's approved list.

Installation. Regrading of slopes or approaches for the installation shall be as shown on the plans.

Attenuator bases, when required by the manufacturer, shall be constructed on a prepared subgrade according to the manufacturer's specifications. The surface of the base shall be slightly sloped or crowned to facilitate drainage.

Impact attenuators shall be installed according to the manufacturer's specifications and include all necessary transitions between the impact attenuator and the item to which it is attached.

When water filled attenuators are used between November 1 and April 15, they shall contain anti-freeze according to the manufacturer's recommendations.

Markings. Sand module impact attenuators shall be striped with alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes. There shall be at least two of each stripe on each module.

Other types of impact attenuators shall have a terminal marker applied to their nose and reflectors along their sides.

Maintenance. All maintenance of the impact attenuators shall be the responsibility of the Contractor until removal is directed by the Engineer.

Relocate. When relocation of temporary impact attenuators is specified, they shall be removed, relocated and reinstalled at the new location. The reinstallation requirements shall be the same as those for a new installation.

Removal. When the Engineer determines the temporary impact attenuators are no longer required, the installation shall be dismantled with all hardware becoming the property of the Contractor.

Surplus material shall be disposed of according to Article 202.03. Anti-freeze, when present, shall be disposed of/recycled according to local ordinances.

When impact attenuators have been anchored to the pavement, the anchor holes shall be repaired with rapid set mortar. Only enough water to permit placement and consolidation by rodding shall be used and the material shall be struck-off flush.

Method of Measurement. This work will be measured for payment as each, where each is defined as one complete installation.

Basis of Payment. This work will be paid for at the contract unit price per each for IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW); IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, WIDE); IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, RESETTABLE); IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, NARROW); IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, WIDE); or IMPACT ATTENUATORS, TEMPORARY (NON-REDIRECTIVE) of the test level specified.

Relocation of the devices will be paid for at the contract unit price per each for IMPACT ATTENUATORS, RELOCATE (FULLY REDIRECTIVE); IMPACT ATTENUATORS, RELOCATE (SEVERE USE); or IMPACT ATTENUATORS, RELOCATE (NON-REDIRECTIVE); of the test level specified.

Regrading of slopes or approaches will be paid for according to Section 202 and/or Section 204 of the Standard Specifications.

80110

MAST ARM ASSEMBLY AND POLE (BDE)

Effective: January 1, 2008

Revise Article 1077.03 of the Standard Specifications to read:

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

(a) Steel Mast Arm Assembly and Pole and Steel Combination Mast Arm Assembly and Pole. The steel mast arm assembly and pole and steel combination mast arm assembly and pole shall consist of a traffic signal mast arm, a luminaire mast arm or davit (for combination pole only), a pole, and a base, together with anchor rods and other appurtenances. The configuration of the mast arm assembly, pole, and base shall be according to the details shown on the plans.

(1) Loading. The mast arm assembly and pole, and combination mast arm assembly and pole shall be designed for the loading shown on the Highway Standards or elsewhere on the plans, whichever is greater. The design shall be according to AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 1994 Edition for 80 mph (130 km/hr) wind velocity. However, the arm-to-pole connection for tapered signal and luminaire arms shall be according to the "ring plate" detail as shown in Figure 11-1(f) of the 2002 Interim, to the AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 2001 4th Edition.

(2) Structural Steel Grade. The mast arm and pole shall be fabricated according to ASTM A 595, Grade A or B, ASTM A 572 Grade 55, or ASTM A 1011 Grade 55 HSLAS Class 2. The base and flange plates shall be of structural steel according to AASHTO M 270 Grade 50 (M 270M Grade 345). Luminaire arms and trussed arms 15 ft (4.5 m) or less shall be fabricated from one steel pipe or tube size according to ASTM A 53 Grade B or ASTM A 500 Grade B or C. All mast arm assemblies, poles, and bases shall be galvanized according to AASHTO M 111.

(3) Fabrication. The design and fabrication of the mast arm assembly, pole, and base shall be according to the requirements of the Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals published by AASHTO. The mast arm and pole may be of single length or sectional design. If section design is used, the overlap shall be at least 150 percent of the maximum diameter of the overlapping section and shall be assembled in the factory.

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

(4) Shop Drawing Approval. The Contractor shall submit detailed drawings showing design materials, thickness of sections, weld sizes, and anchor rods to the Engineer

for approval prior to fabrication. These drawings shall be at least 11 x 17 in. (275 x 425 mm) in size and of adequate quality for microfilming.

- (b) Anchor Rods. The anchor rods shall be ASTM F 1554 Grade 105 according to Article 1006.09 and shall be threaded a minimum of 7 1/2 in. (185 mm) at one end and have a bend at the other end. The first 10 in. (250 mm) at the threaded end shall be galvanized. Two nuts, one lock washer, and one flat washer shall be furnished with each anchor rod. All nuts and washers shall be galvanized."

80196

ORGANIC ZINC-RICH PAINT SYSTEM (BDE)

Effective: November 1, 2001

Revised: January 1, 2008

Add the following to Section 1008 of the Standard Specifications:

"1008.05 Organic Zinc-Rich Paint System. The organic zinc-rich paint system shall consist of an organic zinc-rich primer, an epoxy or urethane intermediate coat, and aliphatic urethane finish coats. It is intended for use over blast-cleaned steel when three-coat shop applications are specified. The system is also suitable for field painting blast-cleaned existing structures.

The coating system shall be evaluated for performance through the National Transportation Product Evaluation Program (NTPEP) for Structural Steel Coatings following the requirements of AASHTO R 31, and shall meet the performance criteria listed herein. After successful NTPEP testing, the coatings shall be submitted to the Illinois Department of Transportation, Bureau of Materials and Physical Research, for qualification and acceptance testing.

(a) General Requirements.

- (1) Compatibility. Each coating in the system shall be supplied by the same paint manufacturer.
- (2) Toxicity. Each coating shall contain less than 0.01 percent lead in the dry film and no more than trace amounts of hexavalent chromium, cadmium, mercury or other toxic heavy metals.
- (3) Volatile Organics. The volatile organic compounds of each coating shall not exceed 3.5 lb/gal (420 g/L) as applied.

(b) Panel Preparation for NTPEP testing. The test panels shall be prepared according to AASHTO R 31, except for the following: Test panels shall be scribed according to ASTM D 1654 with a single "X" mark centered on the panel. The rectangular dimensions of the scribe shall have a top width of 2 in. (50 mm) and a height of 4 in. (100 mm). The scribe cut shall expose the steel substrate as verified with a microscope.

(c) Zinc-Rich Primer Requirements.

- (1) Generic Type. This material shall be an organic zinc-rich epoxy or urethane primer. It shall be suitable for topcoating with epoxies, urethanes, and acrylics.
- (2) Zinc Dust. The zinc dust pigment shall comply with ASTM D 520, Type II.
- (3) Slip Coefficient. The organic zinc coating shall meet a Class B AASHTO slip coefficient (0.50 or greater) for structural steel joints using ASTM A 325 (A 325M) or A 490 (A 490M) bolts.

- (4) Adhesion. The adhesion to an abrasively blasted steel substrate shall not be less than 900 psi (6.2 MPa) when tested according to ASTM D 4541 Annex A4.
- (5) Unit Weight. The unit weight of the mixed material shall be within 0.4 lb/gal (48 kg/cu m) of the original qualification sample unit weight when tested according to ASTM D 1475.
- (6) Percent Solids by Weight of Mixed Primer. The percent solids by weight for the mixed material shall be a minimum of 70 percent and shall not vary more than ± 2 percentage points from the percent solids by weight of the original qualification samples when tested according to ASTM D 2369.
- (7) Percent Solids by Weight of Vehicle Component. The percent solids by weight of the vehicle component shall not vary more than ± 2 percentage points from the percent solids by weight of the original qualification samples when tested according to ASTM D 2369.
- (8) Viscosity. The viscosity of the mixed material shall not vary more than ± 10 Krebs Units from the original qualification sample viscosity when tested according to ASTM D 562 at 77 °F (25 °C).
- (9) Dry Set to Touch. The mixed material when applied at 6 mils (150 microns) wet film thickness shall have a dry set to touch of 30 minutes or less when tested according to ASTM D 1640 at 77°F (25 °C).
- (10) Pot Life. After sitting eight hours at 77°F (25 °C), the mixed material shall not show curdling, gelling, gassing, or hard caking.

(d) Intermediate Coat Requirements.

- (1) Generic Type. This material shall be an epoxy or urethane. It shall be suitable as an intermediate coat over inorganic and organic zinc primers and compatible with acrylic, epoxy, and polyurethane topcoats.
- (2) Color. The color of the intermediate coat shall be white, off-white, or beige.
- (3) Unit Weight. The unit weight of the mixed material and the unit weight of the individual components shall be within 0.20 lb/gal (24 kg/cu m) of the original qualification sample unit weights when tested according to ASTM D 1475.
- (4) Percent Solids by Weight. The percent solids by weight for the mixed material shall not vary more than ± 2 percentage points from the percent solids by weight of the original qualification samples when tested according to ASTM D 2369.

- (5) Dry Time. The mixed material shall be dry to touch in two hours and dry hard in eight hours when applied at 10 mils (255 microns) wet film thickness and tested according to ASTM D 1640.
- (6) Viscosity. The viscosity of the mixed material shall not vary more than ± 10 Krebs Units from the original qualification samples when tested according to ASTM D 562 at 77 °F (25 °C).
- (7) Pot Life. After sitting two hours at 77°F (25 °C), the mixed material shall not show curdling, gelling, gassing, or hard caking.

(e) Urethane Finish Coat Requirements.

- (1) Generic Type. This material shall be an aliphatic urethane. It shall be suitable as a topcoat over epoxies and urethanes.
- (2) Color and Hiding Power. The finish coat shall match Munsell Glossy Color 7.5G 4/8 Interstate Green, 2.5YR 3/4 Reddish Brown, 10B 3/6 Blue, or 5B 7/1 Gray. The color difference shall not exceed 3.0 Hunter Delta E Units. Color difference shall be measured by instrumental comparison of the designated Munsell standard to a minimum dry film thickness of 3 mils (75 microns) of sample coating produced on a test panel according to ASTM D 823, Practice E, Hand-Held, Blade Film Application. Color measurements shall be determined on a spectrophotometer with 45 degrees circumferential/zero degrees geometry, illuminant C, and two degrees observer angle. The spectrophotometer shall measure the visible spectrum from 380-720 nanometers with a wavelength interval and spectral bandpass of 10 nanometers.
- (3) Contrast Ratio. The contrast ratio of the finish coat applied at 3 mils (75 microns) dry film thickness shall not be less than 0.99 when tested according to ASTM D 2805.
- (4) Weathering Resistance. Test panels shall be aluminum alloy measuring 12 x 4 in. (300 x 100 mm) prepared according to ASTM D 1730 Type A, Method 1 Solvent Cleaning. A minimum dry film thickness of 3 mils (75 microns) of finish coat shall be applied to three test panels according to ASTM D 823, Practice E, Hand Held Blade Film Application. The coated panels shall be cured at least 14 days at 75 °F \pm 2 °F (24 °C \pm 1 °C) and 50 \pm 5 percent relative humidity. The panels shall be subjected to 300 hours of accelerated weathering using the light and water exposure apparatus (fluorescent UV - condensation type) as specified in ASTM G 53-96 and ASTM G 154 (equipped with UVB-313 lamps). The cycle shall consist of eight hours UV exposure at 140 °F (60 °C) followed by four hours of condensation at 104 °F (40 °C). After exposure, rinse the panel with clean water; allow to dry at room temperature for one hour. The exposed panels shall not show a color change of more than 3 Hunter Delta E Units.

(5) Dry Time. The mixed material shall be dry to touch in two hours and dry hard in six hours when applied at 6 mils (150 microns) wet film thickness and tested according to ASTM D 1640.

(f) Three Coat System Requirements.

(1) Finish Coat Color. For NTPEP testing purposes, the color of the finish coat shall match the latest applicable AASHTO R 31 specified color.

(2) Salt Fog. When tested according to ASTM B 117 and evaluated according to AASHTO R 31, the paint system shall exhibit no spontaneous delamination and not exceed the following acceptance levels after scraping after 5,000 hours of salt fog exposure:

| Salt Fog Acceptance Criteria | | |
|------------------------------|---------------|---------------|
| Blister Criteria | Rust Criteria | |
| Conversion Value | Maximum Creep | Average Creep |
| 9 | 4 mm | 2 mm |

(3) Cyclic Exposure. When tested according to ASTM D 5894 and evaluated according to AASHTO R 31, the paint system shall exhibit no spontaneous delamination and not exceed the following acceptance levels after 5,000 hours of cyclic exposure:

| Cyclic Exposure Acceptance Criteria | | |
|-------------------------------------|---------------|---------------|
| Blister Criteria | Rust Criteria | |
| Conversion Value | Maximum Creep | Average Creep |
| 9 | 7 mm | 4 mm |

(4) Abrasion. The abrasion resistance shall be evaluated according to ASTM D 4060 using a Taber Abrader with a 2.20 lb (1000 gram) load and CS 17 wheels. The duration of the test shall be 1,000 cycles. The loss shall be calculated by difference and be less than 0.00049 lb (220 mgs).

(5) Adhesion. The adhesion to an abrasively blasted steel substrate shall not be less than 900 psi (6.2 MPa) when tested according to ASTM D 4541 Annex A4.

(6) Freeze Thaw Stability. There shall be no reduction of adhesion, which exceeds the test precision, after 30 days of freeze/thaw/immersion testing. One 24 hour cycle shall consist of 16 hours of approximately -22 °F (-30 °C) followed by four hours of thawing at 122 °F (50 °C) and four hours tap water immersion at 77 °F (25 °C). The test panels shall remain in the freezer mode on weekends and holidays.

(g) Sampling, Testing, Acceptance, and Certification. Sampling, testing, acceptance, and certification of the coating system shall be according to Article 1008.01."

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

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

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

80022

PORTLAND CEMENT CONCRETE PLANTS (BDE)

Effective: January 1, 2007

Add the following to Article 1020.11(a) of the Standard Specifications.

- “(9) Use of Multiple Plants in the Same Construction Item. The Contractor may simultaneously use central-mixed, truck-mixed, and shrink-mixed concrete from more than one plant, for the same construction item, on the same day, and in the same pour. However, the following criteria shall be met.
- a. Each plant shall use the same cement, finely divided minerals, aggregates, admixtures, and fibers.
 - b. Each plant shall use the same mix design. However, material proportions may be altered slightly in the field to meet slump and air content criteria. Field water adjustments shall not result in a difference that exceeds 0.02 between plants for water/cement ratio. The required cement factor for central-mixed concrete shall be increased to match truck-mixed or shrink-mixed concrete, if the latter two types of mixed concrete are used in the same pour.
 - c. The maximum slump difference between deliveries of concrete shall be 3/4 in. (19 mm) when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the slump difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for slump by the Contractor. Thereafter, when a specified test frequency for slump is to be performed, it shall be conducted for each plant at the same time.
 - d. The maximum air content difference between deliveries of concrete shall be 1.5 percent when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the air content difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for air content by the Contractor. Thereafter, when a specified test frequency for air content is to be performed, it shall be conducted for each plant at the same time.
 - e. Strength tests shall be performed and taken at the jobsite for each plant. When a specified strength test is to be performed, it shall be conducted for each plant at the same time. The difference between plants for their mean strength shall not exceed 450 psi (3100 kPa) compressive and 80 psi (550 kPa) flexural. The strength standard deviation for each plant shall not exceed 650 psi (4480 kPa) compressive and 110 psi (760 kPa) flexural. The mean and standard deviation requirements shall apply to the test of record. If the strength difference requirements are exceeded, the Contractor shall take corrective action.

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- f. The maximum haul time difference between deliveries of concrete shall be 15 minutes. If the difference is exceeded, but haul time is within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and check subsequent deliveries of concrete until the haul time difference is corrected."

80170

PRECAST CONCRETE HANDLING HOLES (BDE)

Effective: January 1, 2007

Add the following to Article 540.02 of the Standard Specifications:

“(g) Handling Hole Plugs..... 1042.16”

Add the following paragraph after the sixth paragraph of Article 540.06 of the Standard Specifications:

“Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar, or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar.”

Add the following to Article 542.02 of the Standard Specifications:

“(ee) Handling Hole Plugs 1042.16”

Revise the fifth paragraph of Article 542.04(d) of the Standard Specifications to read:

“Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation.”

Add the following to Article 550.02 of the Standard Specifications:

“(o) Handling Hole Plugs..... 1042.16”

Replace the fourth sentence of the fifth paragraph of Article 550.06 of the Standard Specifications with the following:

“Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation.”

Add the following to Article 602.02 of the Standard Specifications:

“(p) Handling Hole Plugs..... 1042.16(a)”

Replace the fifth sentence of the first paragraph of Article 602.07 of the Standard Specifications with the following:

“Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar.”

Add the following to Section 1042 of the Standard Specifications:

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

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

The plug shall be according to the following.

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

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

80171

RAILROAD PROTECTIVE LIABILITY INSURANCE (5 and 10) (BDE)

Effective: January 1, 2006

Description. 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 |
|--|------------------------------------|--|
| Norfolk Southern Railway Co. 3 Commercial Place Norfolk, VA 23510-2191 | None | 20-25 Trains/Day 45 mph Operating Speed |

| | |
|--|---|
| DOT/AAR No.: | RR Mile Post: 414.47, Crossing #479332V |
| RR Division: | RR Sub-Division: |
| For Freight/Passenger Information Contact: | Cell: (217) 473-6990 |
| For Insurance Information Contact: | Phone: (217) 243-3844 |
| | Phone: (757) 629-2701 |

| | | |
|--|------------------|--------|
| DOT/AAR No.: | RR Mile Post: | Phone: |
| RR Division: | RR Sub-Division: | Phone: |
| For Freight/Passenger Information Contact: | | |
| For Insurance Information Contact: | | |

Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

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.

Basis of Payment. 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.

80157

RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007

Revised: August 1, 2007

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

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT

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

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

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

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

inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 3/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 3/8 in. (9.5 mm) or smaller screen. Conglomerate 3/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

- (d) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (e) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

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

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

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

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

- (a) Testing Conglomerate 3/8. In addition to the requirements above, conglomerate 3/8 RAP shall be tested for maximum theoretical specific gravity (G_{mm}) at a 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).

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

| Parameter | Homogeneous / Conglomerate | Conglomerate "D" Quality |
|-----------------------------|----------------------------|--------------------------|
| 1 in. (25 mm) | | $\pm 5 \%$ |
| 1/2 in. (12.5 mm) | $\pm 8 \%$ | $\pm 15 \%$ |
| No. 4 (4.75 mm) | $\pm 6 \%$ | $\pm 13 \%$ |
| No. 8 (2.36 mm) | $\pm 5 \%$ | |
| No. 16 (1.18 mm) | | $\pm 15 \%$ |
| No. 30 (600 μm) | $\pm 5 \%$ | |
| No. 200 (75 μm) | $\pm 2.0 \%$ | $\pm 4.0 \%$ |
| Asphalt Binder | $\pm 0.4 \%$ ^{1/} | $\pm 0.5 \%$ |
| G_{mm} | ± 0.02 ^{2/} | |

1/ The tolerance for conglomerate 3/8 shall be $\pm 0.3 \%$.

2/ Applies only to conglomerate 3/8. When variation of the G_{mm} exceeds the ± 0.02 tolerance, a new conglomerate 3/8 stockpile shall be created which will also require an additional mix design.

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

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

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

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

(d) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

1031.05 Use of RAP in HMA. The use of RAP in HMA shall be as follows.

- (a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- (c) Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be either homogeneous or conglomerate 3/8, in which the coarse aggregate is Class B quality or better.
- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be homogeneous, conglomerate 5/8, or conglomerate 3/8, in which the coarse aggregate is Class C quality or better.
- (e) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate 5/8, conglomerate 3/8, or conglomerate DQ.
- (f) The use of RAP shall be a contractor's option when constructing HMA in all contracts. When the contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table for a given N Design.

Max RAP Percentage

| HMA MIXTURES ^{1/, 3/} | MAXIMUM % RAP | | |
|--------------------------------|------------------------|-----------------------|------------------|
| | Binder/Leveling Binder | Surface | Polymer Modified |
| 30 | 30 | 30 | 10 |
| 50 | 25 | 15 | 10 |
| 70 | 15 / 25 ^{2/} | 10 / 15 ^{2/} | 10 |
| 90 | 10 | 10 | 10 |
| 105 | 10 | 10 | 10 |

1/ For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.

2/ Value of Max % RAP if 3/8 RAP is utilized.

- 3/ When RAP exceeds 20%, the high & low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25% RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

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

RAP designs shall be submitted for volumetric verification. If additional RAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

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

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

If the RAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design. When producing mixtures containing conglomerate 3/8 RAP, a positive dust control system shall be utilized.

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

(a) Dryer Drum Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.
- (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- (4) Accumulated dry weight of RAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

- (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.
- (8) Aggregate and RAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP are printed in wet condition.)

(b) Batch Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.
- (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- (4) Mineral filler weight to the nearest pound (kilogram).
- (5) RAP weight to the nearest pound (kilogram).
- (6) Virgin asphalt binder weight to the nearest pound (kilogram).
- (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.

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

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

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

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

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

“At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange.

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

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

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

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

“The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass.”

80183

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: January 2, 2008

Revise Article 1006.10(a) of the Standard Specifications to read:

" (a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and/or Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.

(1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.

- a. For straight bars furnished in cut lengths and with a well-defined yield point, the yield point shall be determined as the elastic peak load, identified by a halt or arrest of the load indicator before plastic flow is sustained by the bar and dividing it by the nominal cross-sectional area of the bar.
- b. For bars without a well-defined yield point, including bars straightened from coils, the yield strength shall be determined by taking the corresponding load at 0.005 strain as measured by an extensometer (0.5% elongation under load) and dividing it by the nominal cross-sectional area of the bar.
- c. For bars straightened from coils or bars bent from fabrication, there shall be no upper limit on yield strength; and for bar designation Nos. 3 - 6 (10 - 19), the elongation after rupture shall be at least 9%.
- d. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
- e. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
- f. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.

(2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.

- a. Certification. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list.
- b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
- c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

80151

RETROREFLECTIVE SHEETING, NONREFLECTIVE SHEETING, AND TRANSLUCENT OVERLAY FILM FOR HIGHWAY SIGNS (BDE)

Effective: April 1, 2007

General. This special provision covers retroreflective sheeting and translucent overlay films intended for application on new or refurbished aluminum. The sheeting serves as the reflectorized background for sign messages and as cutout legends and symbols applied to the reflectorized background. Messages may be applied in opaque black or transparent colors.

This special provision also covers nonreflective sheeting for application on new or refurbished aluminum, and as material for cutout legends and symbols applied to the reflectorized background.

All material furnished under this specification shall have been manufactured within 18 months of the delivery date. All material shall be supplied by the same manufacturer.

Retroreflective Sheeting Properties. Retroreflective sheeting shall consist of a flexible, colored, prismatic, or glass lens elements adhered to a synthetic resin, encapsulated by a flexible, transparent plastic having a smooth outer surface and shall meet the following requirements.

Only suppliers whose products have been tested and approved in the Department's periodic Sheeting Study will be eligible to supply material. All individual batches and or lots of material shall be tested and approved by the Department. The Department reserves the right to sample and test delivered materials according to Federal Specification LS-300.

- (a) Adhesive. The sheeting shall have a Class 1, pre-coated, pressure sensitive adhesive according to ASTM D 4956. The adhesive shall have a protective liner that is easily removed when tested according to ASTM D 4956. The adhesive shall be capable of being applied to new or refurbished aluminum and reflectorized backgrounds without additional adhesive.
- (b) Color. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration and to the daytime and nighttime color requirements of ASTM D 4956. Sheeting used for side by side overlay applications shall have a Hunter Lab Delta E of less than 3.
- (c) Coefficient of Retroreflection. When tested according to ASTM E 810, without averaging, the sheeting shall have a minimum coefficient of retroreflection as shown in the following tables. The brightness of the sheeting when totally wet shall be a minimum of 90 percent of the values shown when tested according to the standard rainfall test specified in Section 7.10.1 of AASHTO M 268-84.

Type A Sheeting
Minimum Coefficient of Retroreflection
candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type A

| Observation Angle (deg.) | Entrance Angle (deg.) | White | Yellow | Orange | Red | Green | Blue | Brown |
|--------------------------|-----------------------|-------|--------|--------|-----|-------|------|-------|
| 0.2 | -4 | 250 | 170 | 100 | 45 | 45 | 20 | 12 |
| 0.2 | +30 | 150 | 100 | 60 | 25 | 25 | 12 | 8.5 |
| 0.5 | -4 | 95 | 65 | 30 | 15 | 15 | 8 | 5 |
| 0.5 | +30 | 75 | 50 | 25 | 10 | 10 | 5 | 3.5 |

Type AA Sheeting

Minimum Coefficient of Retroreflection
candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AA (0 and 90 degree rotation)

| Observation Angle (deg.) | Entrance Angle (deg.) | White | Yellow | Red | Green | Blue | FO |
|--------------------------|-----------------------|-------|--------|-----|-------|------|-----|
| 0.2 | -4 | 800 | 660 | 215 | 80 | 43 | 200 |
| 0.2 | +30 | 400 | 340 | 100 | 35 | 20 | 120 |
| 0.5 | -4 | 200 | 160 | 45 | 20 | 9.8 | 80 |
| 0.5 | +30 | 100 | 85 | 26 | 10 | 5.0 | 50 |

Type AA (45 degree rotation)

| Observation Angle (deg.) | Entrance Angle (deg.) | Yellow | FO |
|--------------------------|-----------------------|--------|-----|
| 0.2 | -4 | 550 | 165 |
| 0.2 | +30 | 130 | 45 |
| 0.5 | -4 | 145 | 70 |
| 0.5 | +30 | 70 | 40 |

Type AP Sheeting

Minimum Coefficient of Retroreflection
candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AP

| Observation Angle (deg.) | Entrance Angle (deg.) | White | Yellow | Red | Green | Blue | Brown | FO |
|--------------------------|-----------------------|-------|--------|-----|-------|------|-------|-----|
| 0.2 | -4 | 550 | 425 | 100 | 75 | 50 | 30 | 275 |
| 0.2 | +30 | 200 | 150 | 40 | 35 | 25 | 15 | 90 |
| 0.5 | -4 | 300 | 250 | 60 | 35 | 25 | 20 | 150 |
| 0.5 | +30 | 100 | 70 | 20 | 20 | 10 | 5 | 50 |

Type AZ Sheeting
Minimum Coefficient of Retroreflection
candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AZ (0 degree rotation)

| Observation Angle (deg.) | Entrance Angle (deg.) | White | Yellow | Red | Green | Blue | FYG | FY |
|--------------------------|-----------------------|-------|--------|-----|-------|------|-----|-----|
| 0.2 | -4 | 430 | 350 | 110 | 45 | 20 | 325 | 240 |
| 0.2 | +30 | 235 | 140 | 60 | 24 | 11 | 200 | 150 |
| 0.5 | -4 | 250 | 200 | 60 | 25 | 10 | 235 | 165 |
| 0.5 | +30 | 170 | 135 | 40 | 19 | 7 | 105 | 75 |
| 1.0 | -4 | 70 | 45 | 10 | 10 | 4 | 70 | 30 |
| 1.0 | +30 | 30 | 20 | 7 | 5 | 2.5 | 45 | 15 |

Type AZ (90 degree rotation)

| Observation Angle (deg.) | Entrance Angle (deg.) | White | Yellow | Red | Green | Blue | FYG | FY |
|--------------------------|-----------------------|-------|--------|-----|-------|------|-----|-----|
| 0.2 | -4 | 320 | 250 | 100 | 45 | 20 | 300 | 220 |
| 0.2 | +30 | 235 | 140 | 40 | 24 | 11 | 200 | 150 |
| 0.5 | -4 | 240 | 200 | 60 | 25 | 10 | 235 | 165 |
| 0.5 | +30 | 100 | 85 | 20 | 10 | 7 | 80 | 75 |
| 1.0 | -4 | 30 | 30 | 7 | 5 | 4 | 65 | 20 |
| 1.0 | +30 | 15 | 15 | 5 | 2 | 2 | 30 | 10 |

(d) Gloss. The sheeting surface shall exhibit a minimum 85 degree gloss-meter rating of 50 when tested according to ASTM D 523.

(e) Durability. When processed and applied, the sheeting shall be weather resistant.

Accelerated weathering testing will be performed for 1000 hours (300 hours for orange/FO) according to ASTM G 151. The testing cycle will consist of 8 hours of light at 140 °F (60 °C), followed by 4 hours of condensation at 104 °F (40 °C). Following accelerated weathering, the sheeting shall exhibit a minimum of 80 percent of its initial minimum coefficient of retroreflection as listed in the previous tables.

Outdoor weathering will entail an annual evaluation of material placed in an outdoor rack with a 45 degree angle and a southern sun exposure. The sheeting will be evaluated for five years. Following weathering, the test specimens will be cleaned by immersing them in a five percent hydrochloric acid solution for 45 seconds, then rinsed with water and blotted dry with a soft clean cloth. Following cleaning, the applied sheeting shall show no appreciable discoloration, cracking, streaking, crazing, blistering, or dimensional change. The sheeting shall exhibit a Hunter Lab Delta E of 5 or less when compared to the original.

- (f) Shrinkage. When tested according to ASTM D 4956, the sheeting shall not shrink in any dimension more than 1/32 in. (0.8 mm) in ten minutes and not more than 1/8 in. (3 mm) in 24 hours.
- (g) Workability. The sheeting shall show no cracking, scaling, pitting, blistering, edge lifting, inter-film splitting, curling, or discoloration when processed and applied using mutually acceptable processing and application procedures.
- (h) Splices. A single roll of sheeting shall contain a maximum of four splices per 50 yd (45 m) length. The sheeting shall be overlapped a minimum of 3/16 in. (5 mm) at each splice.
- (i) Adhesive Bond. The sheeting shall form a durable bond to smooth, corrosion and weather-resistant surfaces and adhere securely when tested according to ASTM D 4956.
- (j) Positionability. Sheeting, with ASTM D 4956 Class 3 adhesive, used for manufacturing cutout legends and borders shall provide sufficient positionability during the fabrication process to permit removal and reapplication without damage to either the legend or sign background and shall have a plastic liner suitable for use on bed cutting machines. Thereafter, all other adhesive and bond requirements contained in the specification shall apply.

Positionability shall be verified by cutting 4 in. (100 mm) letters E, I, K, M, S, W, and Y out of the positionable material. The letters shall then be applied to a sheeted aluminum blank using a single pass of a two pound roller. The letters shall sit for five minutes and then a putty knife shall be used to lift a corner. The thumb and fore finger shall be used to slowly pull the lifted corner to lift letters away from the sheeted aluminum. The letters shall not tear or distort when removed.

- (k) Thickness. The thickness of the sheeting without the protective liner shall be less than or equal to 0.015 in. (0.4 mm), or 0.025 in. (0.6 mm) for prismatic material.
- (l) Processing. The sheeting shall permit cutting and color processing according to the sheeting manufacturer's specifications at temperatures of 60 to 100 °F (15 to 38 °C) and within a relative humidity range of 20 to 80 percent. The sheeting shall be heat resistant and permit forced curing without staining the applied or unapplied sheeting at temperatures recommended by the manufacturer. The sheeting shall be solvent resistant and capable of being cleaned with VM&P naphtha, mineral spirits, and turpentine.

Transparent color and opaque black inks shall be single component and low odor. The inks shall dry within eight hours and not require clear coating. After color processing on white sheeting, the sheeting shall show no appreciable discoloration, cracking, streaking, crazing, blistering, or dimensional change when tested for durability (e). The ink on the weathered, prepared panel shall exhibit a Hunter Lab Delta E of 5 or less when compared to the original.

Transparent color electronic cutting films shall be acrylic. After application to white sheeting, the films shall show no appreciable discoloration, cracking, streaking, crazing, blistering, or dimensional change when tested for durability (e). The films on the weathered, prepared panel shall exhibit a Hunter Lab Delta E of 5 or less when compared to the original.

Transparent colors screened, or transparent acrylic electronic cutting films, on white sheeting, shall have a minimum initial coefficient of retroreflection values of 50 percent for yellow and red, and a minimum 70 percent for green, blue, and brown of the 0.2 degree observation angle/-4.0 degree entrance angle values as listed in the previous tables for the color being applied. After durability testing, the colors shall retain a minimum 80 percent of the initial coefficient of retroreflection.

- (m) Identification. The sheeting shall have a distinctive overall pattern in the sheeting unique to the manufacturer. If material orientation is required for optimum retroreflectivity, permanent orientation marks shall be incorporated into the face of the sheeting. Neither the overall pattern nor the orientation marks shall interfere with the reflectivity of the sheeting.
- (n) Packaging. Both ends of each box shall be clearly labeled with the sheeting type, color, adhesive type, manufacturer's lot number, date of manufacture, and supplier's name. Material Safety Data Sheets and technical bulletins for all materials shall be furnished to the Department with each shipment.

Nonreflective Sheeting Properties. Nonreflective sheeting shall consist of a flexible, pigmented cast vinyl film having a smooth, flat outer surface and shall meet the following requirements.

The Department reserves the right to sample and test delivered materials according to Federal Specification LS-300.

- (a) Adhesive. The sheeting shall have a Class 1, pre-coated, pressure sensitive adhesive according to ASTM D 4956. The adhesive shall have a protective liner that is easily removed when tested according to ASTM D 4956. The adhesive shall be capable of being applied to new or refurbished aluminum and reflectorized backgrounds without additional adhesive.
- (b) Color. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll.
- (c) Gloss. The sheeting shall exhibit a minimum 85 degree gloss-meter rating of 40 when tested according to ASTM D 523.
- (d) Durability. Applied sheeting that has been vertically exposed to the elements for seven years shall show no appreciable discoloration, cracking, crazing, blistering, delamination, or loss of adhesion. A slight amount of chalking is permitted but the sheeting shall not support fungus growth.

(e) Testing. Test panels shall be prepared by applying the sheeting to 6 1/2 x 6 1/2 in. (165 x 165 mm) pieces of aluminum according to the manufacturer's specifications. The edges of the panel shall be trimmed evenly and aged 48 hours at 70 to 90 °F (21 to 32 °C). Shrinkage and immersion testing shall be as follows.

(1) Shrinkage. The sheeting shall not shrink more than 1/64 in. (0.4 mm) from any panel edge when subjected to a temperature of 150 °F (66 °C) for 48 hours and shall be sufficiently heat resistant to retain adhesion after one week at 150 °F (66 °C).

(2) Immersion Testing. The sheeting shall show no appreciable decrease in adhesion, color, or general appearance when examined one hour after being immersed to a depth of 2 or 3 in. (50 or 75 mm) in the following solutions at 70 to 90 °F (21 to 32 °C) for specified times.

| Solution | Immersion Time (hours) |
|--|------------------------|
| Reference Fuel (M I L-F-8799A) (15 parts xylol and 85 parts mineral spirits by weight) | 1 |
| Distilled Water | 24 |
| SAE No. 20 Motor Oil | 24 |
| Antifreeze (1/2 ethylene glycol, 1/2 distilled water) | 24 |

(f) Adhesive Bond: The sheeting shall form a durable bond to smooth, corrosion and weather-resistant surfaces and adhere securely when tested according to ASTM D 4956.

(g) Thickness. The thickness of the sheeting without the protective liner shall be a maximum of 0.005 in. (0.13 mm).

(h) Cutting. Material used on bed cutting machines shall have a smooth plastic liner.

(i) Identification. The sheeting shall have a distinctive overall pattern in the sheeting unique to the manufacturer. If material orientation is required for optimum retroreflectivity, permanent orientation marks shall be incorporated into the face of the sheeting. Neither the overall pattern nor the orientation marks shall interfere with the reflectivity of the sheeting.

(j) Packaging. Both ends of each box shall be clearly labeled with the sheeting type, color, adhesive type, manufacturer's lot number, date of manufacture, and supplier's name. Material Safety Data Sheets and technical bulletins for all materials shall be furnished to the Department with each shipment.

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004

Revised: January 1, 2007

Definition. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for precast concrete products.

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. The mix design criteria shall be as follows:

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m).
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements of Article 1020.04 of the Standard Specifications shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

Placing and Consolidating. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer.

Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.

Mix Design Approval. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

80132

STEEL INSERTS AND BRACKETS CAST INTO CONCRETE (BDE)

Effective: April 1, 2008

Add the following to Article 503.02 of the Standard Specifications:

“(g) Steel Inserts and Brackets Cast Into Concrete 1006.13”

Add the following to Article 504.02 of the Standard Specifications:

“(j) Steel Inserts and Brackets Cast Into Concrete 1006.13”

Revise Article 1006.13 of the Standard Specifications to read:

“**1006.13 Steel Inserts and Brackets Cast Into Concrete.** Steel inserts and brackets cast into concrete shall be galvanized according to AASHTO M 232 or AASHTO M 111.

The inserts shall be ferrules with loop or strut type anchorages having the following minimum certified proof load.

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

80203

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

80143

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

Revised: January 1, 2008

Revise the third paragraph of Article 280.03 of the Standard Specifications to read:

"Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil disturbing activities at each area. These offsite systems shall be designed by the Contractor and be subject to the approval of the Engineer."

Add the following paragraph after the third paragraph of Article 280.03 of the Standard Specifications:

"The temporary erosion and sediment control systems shown on the plans represent the minimum systems anticipated for the project. Conditions created by the Contractor's operations, or for the Contractor's convenience, which are not covered by the plans, shall be protected as directed by the Engineer at no additional cost to the Department. Revisions or modifications of the erosion and sediment control systems shall have the Engineer's written approval."

Add the following paragraph after the ninth paragraph of Article 280.07 of the Standard Specifications:

"Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment."

Delete the tenth (last) paragraph of Article 280.08 of the Standard Specifications.

80087

TRAFFIC SIGNAL GROUNDING (BDE)

Effective: April 1, 2006
 Revised: January 1, 2007

Revise Article 873.02 of the Standard Specifications to read:

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

| Item | Article/Section |
|--|-----------------|
| (a) Electric Cable – Signal, Lead-in, Communication, Service, and Equipment Grounding Conductor | 1076.04 |
| (b) Electrical Raceway Materials | 1088.01" |

Revise Article 873.04 of the Standard Specifications to read:

"873.04 Grounding System. All traffic signal circuits shall include an equipment grounding conductor according to Article 801.04. The equipment grounding conductor shall consist of a continuous, green, insulated conductor Type XLP, No. 6 AWG, stranded copper installed in raceways and bonded to each metal enclosure (handhole, post, mast arm pole, signal cabinet, etc.). All clamps shall be bronze or copper, UL approved.

A grounding cable with connectors shall be installed between each handhole cover and frame. The grounding cable shall be looped over cable hooks installed in the handholes and 5 ft (1.5 m) of extra cable shall be provided between the frame and cover.

All equipment grounding conductors shall terminate at the ground bus in the controller cabinet. The neutral conductor and the equipment grounding conductor shall be connected in the service installation. At no other point in the traffic signal system shall the neutral and equipment grounding conductors be connected."

Revise Article 873.05 of the Standard Specifications to read:

"873.05 Method of Measurement. Electric cable will be measured for payment in feet (meters) in place. The length of measurement shall be the distance horizontally and vertically measured between the changes in direction, including cables in mast arms, mast arm poles, signal posts, and extra cable length as specified in Article 873.03. The vertical cable length shall be measured according to the following schedule.

| Location | Cable Length |
|--|--------------|
| Foundation (signal post, mast arm pole, controller cabinet) | 3 ft (1 m) |
| Mast Arm Pole (mast arm mounted signal head) | 20 ft (6 m) |
| Mast Arm Pole (bracket mounted signal head attached to mast arm pole) | 13 ft (4 m) |
| Signal Post (bracket or post mounted signal head) | 13 ft (4 m) |
| Pedestrian Push Button | 6 ft (2 m)" |

Add the following Article to Section 873 of the Standard Specifications:

"873.06 Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for ELECTRIC CABLE, of the method of installation (IN TRENCH, IN CONDUIT, or AERIAL SUSPENDED), of the type, size, and number of conductors specified.

The type specified will indicate the method of installation and whether the electric cable is Service, Signal, Lead-in, Communication, or Equipment Grounding Conductor."

Revise the heading of Article 1076.04 of the Standard Specifications to read:

"1076.04 Electric Cable – Signal, Lead-in, Communication, Service, and Equipment Grounding Conductor."

Add the following paragraph to the end of Article 1076.04 of the Standard Specifications:

"(e) Equipment Grounding Conductor. The cross linked polyethylene (XLP) insulated conductor shall be according to Articles 1066.02 and 1066.03. The stranded copper conductor shall be No. 6 AWG and the insulation color shall be green."

80161

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be **3**. In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than 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 shall provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

Method of Measurement. The unit of measurement is in hours.

Basis of Payment. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

20338

VARIABLY SPACED TINING (BDE)

Effective: August 1, 2005
 Revised: January 1, 2007

Revise the first sentence of the third paragraph of Article 420.09(e)(1) of the Standard Specifications to read:

“The metal comb shall consist of a single line of tempered spring steel tines variably spaced as shown in the table below and securely mounted in a suitable head.”

Revise the fifth sentence of the third paragraph of Article 420.09(e)(1) of the Standard Specifications to read:

“The tining device shall be operated so as to produce a pattern of grooves, 1/8 to 3/16 in. (3 to 5 mm) deep and 1/10 to 1/8 in. (2.5 to 3.2 mm) wide across the pavement. The tining device shall be operated at a 1:6 skew across the pavement for facilities with a posted speed limit of 55 mph or greater. The tining pattern shall not overlap or leave gaps between successive passes.”

Add the following table after the third paragraph of Article 420.09(e)(1) of the Standard Specifications:

| “Center to Center Spacings of Metal Comb Tines in. (mm) (read spacings left to right) | | | | |
|--|--------------|--------------|--------------|--------------|
| 1 5/16 (34) | 1 7/16 (36) | 1 7/8 (47) | 2 1/8 (54) | 1 7/8 (48) |
| 1 11/16 (43) | 1 1/4 (32) | 1 1/4 (31) | 1 1/16 (27) | 1 7/16 (36) |
| 1 1/8 (29) | 1 13/16 (46) | 13/16 (21) | 1 11/16 (43) | 7/8 (23) |
| 1 5/8 (42) | 2 1/16 (52) | 15/16 (24) | 11/16 (18) | 1 1/8 (28) |
| 1 9/16 (40) | 1 5/16 (34) | 1 1/16 (27) | 1 (26) | 1 (25) |
| 1 1/16 (27) | 13/16 (20) | 1 7/16 (37) | 1 1/2 (38) | 2 1/16 (52) |
| 2 (51) | 1 3/4 (45) | 1 7/16 (37) | 1 11/16 (43) | 2 1/16 (53) |
| 1 1/16 (27) | 1 7/16 (37) | 1 5/8 (42) | 1 5/8 (41) | 1 1/8 (29) |
| 1 11/16 (43) | 1 3/4 (45) | 1 3/4 (44) | 1 3/16 (30) | 1 7/16 (37) |
| 1 5/16 (33) | 1 9/16 (40) | 1 1/8 (28) | 1 1/4 (31) | 1 15/16 (50) |
| 1 5/16 (34) | 1 3/4 (45) | 13/16 (20) | 1 3/4 (45) | 1 15/16 (50) |
| 2 1/16 (53) | 2 (51) | 1 1/8 (29) | 1 (25) | 11/16 (18) |
| 2 1/16 (53) | 11/16 (18) | 1 1/2 (38) | 2 (51) | 1 9/16 (40) |
| 11/16 (17) | 1 15/16 (49) | 1 15/16 (50) | 1 9/16 (39) | 2 (51) |
| 1 7/16 (36) | 1 7/16 (36) | 1 1/2 (38) | 1 13/16 (46) | 1 1/8 (29) |
| 1 1/2 (38) | 1 15/16 (50) | 15/16 (24) | 1 5/16 (33)” | |

WATER BLASTER WITH VACUUM RECOVERY (BDE)

Effective: April 1, 2006

Revised: January 1, 2007

Add the following to Article 783.02 of the Standard Specifications.

“(c) Water Blaster with Vacuum Recovery 1101.12”

Revise Article 1101.12 of the Standard Specifications to read.

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

80163

PIPE UNDERDRAINS FOR STRUCTURES

Effective: May 17, 2000

Revised: January 1, 2007

Description. 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.

Materials. Materials shall meet the requirements as set forth below:

The perforated pipe drain 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 15, 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.

Construction Requirements. 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.

Method of Measurement. 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.

POROUS GRANULAR EMBANKMENT (SPECIAL)

Effective: September 28, 2005

Revised: January 1, 2007

Description. This work shall consist of furnishing, and placing porous granular embankment (special) material as detailed on the plans, according to Section 207 except as modified herein.

Materials. The gradation of the porous granular material may be any of the following CA 8 thru CA 18, FA 1 thru FA 4, FA 7 thru FA 9, and FA 20 according to Articles 1003 and 1004.

Construction. The porous granular embankment (special) shall be installed according to Section 207, except that it shall be uncompacted.

Basis of Payment. This work will be paid for at the contract unit price per Cubic Yard (Cubic Meter) for POROUS GRANULAR EMBANKMENT (SPECIAL).

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4 and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or quailifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractors' own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.state.il.us/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.