

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 garmantr@dot.il.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 27, 2007

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. 83902
COOK County
Section 06-00048-00-RS (Lincolnwood)
Route FAU 1340 (Touhy Avenue)
Project TE-D1(702)
District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

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

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.

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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. 83902
COOK County
Section 06-00048-00-RS (Lincolnwood)
Project TE-D1(702)
Route FAU 1340 (Touhy Avenue)
District 1 Construction Funds**

Project consists of installing new concrete medians along Touhy Avenue, resurfacing Touhy Avenue, new roadway lighting, combination curb and gutter, sidewalks, trees, sod, irrigation, decorative pavers and other enhanced landscape items on Touhy Avenue from 260' west of Keystone Avenue extending 1,485 feet east to 200' east of East Prairie Road in Lincolnwood.

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.

BD 354 (Rev. 11/2001)

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.

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
COOK	031	01	06-00048-00-RS (LINCOLNWOOD)	TE-00D1/702/000	FAU 1340

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
C2C05824	S-RHUS AROMA GRO 2'C	EACH	64.000 X			=	
E20090P3	V-EUONY FORT COL 3P	EACH	81.000 X			=	
K0030450	PERENNIAL PL DAF BULB	UNIT	1.300 X			=	
XX000959	TRASH RECEPTACLES	EACH	13.000 X			=	
XX001011	BICYCLE RACKS	EACH	10.000 X			=	
XX001136	LIGHT POLE SPECIAL	EACH	40.000 X			=	
XX003219	UNIT PAVERS	SQ FT	11,100.000 X			=	
XX003885	IRRIGATION SYSTEM	L SUM	1.000 X			=	
XX004385	FR & LD ADJ T1F CLSP	EACH	7.000 X			=	
XX004869	UNIT PAVERS TACTILE	SQ FT	800.000 X			=	
XX004895	PIPE UNDERDRN CLN OUT	EACH	24.000 X			=	
XX004997	WAT SER CONN 2	EACH	3.000 X			=	
XX005617	CONN EX MNHOLS CORING	EACH	13.000 X			=	
XX005661	REM & RELOC SIGN #1	EACH	1.000 X			=	
XX006697	LUMINAIRE (SPECIAL)	EACH	40.000 X			=	

FAU 1340
 06-00048-00-RS (LINCOLNWOOD)
 COOK

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 83902

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 RUN TIME - 112314

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
XX006911	PYRA EUR HORNBM 3 CAL	EACH	9.000 X				
XX006912	TREE SKY HONEY 4 CAL	EACH	26.000 X				
XX006913	TREE STATE ST MYBE 4	EACH	7.000 X				
XX006914	TREE BAUM COM HORSE 4	EACH	1.000 X				
XX006915	TREE WNDYCTY CM HCK 4	EACH	6.000 X				
XX006916	TREE ACCOLADE ELM 4	EACH	2.000 X				
XX006917	SHRUB, AWS, 30HT, B&B	EACH	52.000 X				
XX006918	SHRUB PCJ 24 SPRD B&B	EACH	44.000 X				
XX006919	SHRUB BJ 24SPRD B&B	EACH	42.000 X				
XX006920	NEWS STAND SCREEN	EACH	2.000 X				
XX006921	PRECAST MEDALLIONS	EACH	4.000 X				
X0301407	PERENNIAL PLT-GAL POT	UNIT	8.000 X				
X0321766	LT POLE SPL DEC ORN	EACH	16.000 X				
X0324062	ENTRANCE SIGN	L SUM	1.000 X				
X0444100	BENCHES	EACH	9.000 X				

FAU 1340
 06-00048-00-RS (LINCOLNWOOD)
 COOK

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 83902

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 RUN DATE - 03/26/07
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
X0539800	TREE GRATES	EACH	34.000 X	=			
X4067107	POL LB MM IL4.75 N50	TON	509.000 X	=			
X4400100	PCC SURF REM VAR DP	SQ YD	1,000.000 X	=			
X7240500	RELOC EX SIGNS	EACH	2.000 X	=			
X8950200	REBUILD EX HANDHOLE	EACH	3.000 X	=			
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000 X	=			
Z0018500	DRAINAGE STR CLEANED	EACH	16.000 X	=			
Z0076600	TRAINEES	HR	500.000 X	=	0.80	400.00	
20200100	EARTH EXCAVATION	CU YD	900.000 X	=			
20800150	TRENCH BACKFILL	CU YD	40.000 X	=			
21101625	TOPSOIL F & P 6	SQ YD	50.000 X	=			
21101685	TOPSOIL F & P 24	SQ YD	1,400.000 X	=			
21101810	COMPOST F & P 3	SQ YD	535.000 X	=			
25000400	NITROGEN FERT NUTR	POUND	11.000 X	=			
25000500	PHOSPHORUS FERT NUTR	POUND	11.000 X	=			

FAU 1340
 06-00048-00-RS (LINCOLNWOOD)
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ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 83902

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
25000600	POTASSIUM FERT NUTR	POUND	11.000 X				
25200110	SODDING SALT TOLERANT	SQ YD	850.000 X				
25200200	SUPPLE WATERING	UNIT	20.000 X				
31101200	SUB GRAN MAT B 4	SQ YD	769.000 X				
31101600	SUB GRAN MAT B 8	SQ YD	540.000 X				
35101600	AGG BASE CSE B 4	SQ YD	1,600.000 X				
35101800	AGG BASE CSE B 6	SQ YD	260.000 X				
35400500	PCC BASE CSE W 10	SQ YD	210.000 X				
35501324	HMA BASE CSE 10	SQ YD	509.000 X				
40201000	AGGREGATE-TEMP ACCESS	TON	600.000 X				
40300100	BIT MATLS PR CT	GALLON	12.000 X				
40600300	AGG PR CT	TON	26.000 X				
40600400	MIX CR JTS FLANGEWYS	TON	4.000 X				
40600982	HMA SURF REM BUTT JT	SQ YD	192.000 X				
40601005	HMA REPL OVER PATCH	TON	55.000 X				

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
40603080	HMA BC IL-19.0 N50	TON	226.000 X	=		=	
40603310	HMA SC "C" N50	TON	160.000 X	=		=	
40603595	P HMA SC "F" N90	TON	1,187.000 X	=		=	
40800050	INCIDENTAL HMA SURF	TON	20.000 X	=		=	
42300400	PCC DRIVEWAY PAVT 8	SQ YD	271.000 X	=		=	
42400200	PC CONC SIDEWALK 5	SQ FT	1,190.000 X	=		=	
42400410	PC CONC SIDEWALK 8	SQ FT	3,400.000 X	=		=	
42400800	DETECTABLE WARNINGS	SQ FT	100.000 X	=		=	
44000100	PAVEMENT REM	SQ YD	2,583.000 X	=		=	
44000159	HMA SURF REM 2 1/2	SQ YD	11,501.000 X	=		=	
44000163	HMA SURF REM 3 1/2	SQ YD	1,456.000 X	=		=	
44000200	DRIVE PAVEMENT REM	SQ YD	711.000 X	=		=	
44000500	COMB CURB GUTTER REM	FOOT	2,592.000 X	=		=	
44000600	SIDEWALK REM	SQ FT	10,288.000 X	=		=	
44002210	HMA RM OV PATCH 2 1/2	SQ YD	382.000 X	=		=	

FAU 1340
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ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
44201725	CL D PATCH T1 7	SQ YD	20.000 X	=			
44201729	CL D PATCH T2 7	SQ YD	120.000 X	=			
44201733	CL D PATCH T3 7	SQ YD	315.000 X	=			
44213200	SAW CUTS	FOOT	4,972.000 X	=			
550A0030	STORM SEW CL A 1 8	FOOT	137.000 X	=			
550A0050	STORM SEW CL A 1 12	FOOT	26.000 X	=			
55039700	SS CLEANED	FOOT	390.000 X	=			
55100500	STORM SEWER REM 12	FOOT	18.000 X	=			
56200700	WATER SERV LINE 2	FOOT	80.000 X	=			
56400400	FIRE HYDN'TS RELOCATED	EACH	1.000 X	=			
56500300	DOM MET VLTS ADJ	EACH	3.000 X	=			
56500600	DOM WAT SER BOX ADJ	EACH	12.000 X	=			
60109510	P UNDR FAB LINE TR 4	FOOT	1,950.000 X	=			
60200105	CB TA 4 DIA T1F OL	EACH	1.000 X	=			
60201330	CB TA 4 DIA T23F&G	EACH	2.000 X	=			

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ILLINOIS DEPARTMENT OF TRANSPORTATION
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 RUN DATE - 03/26/07
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
60237460	INLETS TA T23F&G	EACH	5.000 X	=		=	
60255500	MAN ADJUST	EACH	10.000 X	=		=	
60256930	MAN ADJ NEW T23F&G	EACH	5.000 X	=		=	
60257900	MAN RECONST	EACH	3.000 X	=		=	
60259330	MAN RECON NEW T23F&G	EACH	4.000 X	=		=	
60261530	INLETS ADJ NEW T23F&G	EACH	3.000 X	=		=	
60265700	VV ADJUST	EACH	1.000 X	=		=	
60266100	VV RECONST	EACH	2.000 X	=		=	
60300310	FR & LIDS ADJUST SPL	EACH	12.000 X	=		=	
60500040	REMOV MANHOLES	EACH	1.000 X	=		=	
60500060	REMOV INLETS	EACH	1.000 X	=		=	
60600605	CONC CURB TB	FOOT	1,132.000 X	=		=	
60603800	COMB CC&G TB6.12	FOOT	4,310.000 X	=		=	
60625900	PCC RAMP MED TERM	EACH	6.000 X	=		=	
66900200	NON SPL WASTE DISPOSL	CU YD	180.000 X	=		=	

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
66900450	SPL WASTE PLNS/REPORT	L SUM	1.000 X	=		=	
66900530	SOIL DISPOSAL ANALY	EACH	4.000 X	=		=	
66901000	BACKFILL PLUGS	CU YD	15.000 X	=		=	
67100100	MOBILIZATION	L SUM	1.000 X	=		=	
70101800	TRAF CONT & PROT SPL	L SUM	1.000 X	=		=	
70300100	SHORT-TERM PAVT MKING	FOOT	288.000 X	=		=	
70300610	TEMP PT PAVT MK L&S	SQ FT	182.000 X	=		=	
70300625	TEMP PT PVT M LINE 4	FOOT	8,650.000 X	=		=	
70300635	TEMP PT PVT M LINE 6	FOOT	1,990.000 X	=		=	
70300645	TEMP PT PVT M LINE 12	FOOT	445.000 X	=		=	
70300660	TEMP PT PVT M LINE 24	FOOT	266.000 X	=		=	
72000100	SIGN PANEL T1	SQ FT	44.300 X	=		=	
72900100	METAL POST TY A	FOOT	108.000 X	=		=	
78000100	THPL PVT MK LTR & SYM	SQ FT	317.000 X	=		=	
78000200	THPL PVT MK LINE 4	FOOT	9,590.000 X	=		=	

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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	
				DOLLARS	CENTS	DOLLARS	CTS
78000400	THPL PVT MK LINE 6	FOOT	1,990.000 X	=			
78000600	THPL PVT MK LINE 12	FOOT	445.000 X	=			
78000650	THPL PVT MK LINE 24	FOOT	266.000 X	=			
78100100	RAISED REFL PAVT MKR	EACH	137.000 X	=			
78300200	RAISED REF PVT MK REM	EACH	46.000 X	=			
81000300	CON T 1 GALVS	FOOT	85.000 X	=			
81000600	CON T 2 GALVS	FOOT	132.000 X	=			
81018500	CON P 2 GALVS	FOOT	4,393.000 X	=			
81030000	CLEAN EX CONDUIT	FOOT	200.000 X	=			
81030100	CONDUIT SPLICE	EACH	2.000 X	=			
81200120	CON EMB STR 2 GALVS	FOOT	590.000 X	=			
81700110	EC C EPR RHW 1C 10	FOOT	510.000 X	=			
81701145	EC C EPR USE 1C 3/0	FOOT	29,130.000 X	=			
81702130	EC C XLP USE 1C 6	FOOT	282.000 X	=			
81900200	TR & BKFIL F ELECT WK	FOOT	217.000 X	=			

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
82500505	LIGHT CONTROLLER SPL	EACH	1.000 X	=			
83600200	LIGHT POLE FDN 24D	FOOT	496.000 X	=			
83800700	BKWDY DEV AL COUP 1	EACH	224.000 X	=			
84200500	REM EX LT UNIT SALV	EACH	19.000 X	=			
84200800	POLE FOUNDATION RM	EACH	19.000 X	=			
84500110	REMOV LIGHTING CONTR	EACH	1.000 X	=			
84500120	REMOV ELECT SERV INST	EACH	2.000 X	=			
84500130	REMOV LTG CONTR FDN	EACH	1.000 X	=			
87800200	CONC FDN TY D	FOOT	4.000 X	=			
88600600	DET LOOP REPL	FOOT	734.000 X	=			
89502300	REM ELCBL FR CON	FOOT	2,000.000 X	=			

TOTAL \$

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

FAU 1340
06-00048-00-RS (LINCOLNWOOD)
COOK

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 83902

ECMS002 DTGECM03 ECMR003 PAGE 11
RUN DATE - 03/26/07
RUN TIME - 112314

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 \$150,700.00. Sixty percent of the salary is \$90,420.00.

RETURN WITH BID

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

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.

RETURN WITH BID

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.

RETURN WITH BID

(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 provides:

Section 50-60(c).

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.

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 sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs 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)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

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 \$90,420.00? YES ___ NO ___
3. Does anyone in your organization receive more than \$90,420.00 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 \$90,420.00? 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. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed 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 signature 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 \$90,420.00 (60% of the Governor's salary as of 7/1/01). (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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 \$90,420.00, (60% of the salary of the Governor as of 7/1/01) 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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: _____
Name of Authorized Representative (type or print)

Completed by: _____
Title of Authorized Representative (type or print)

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

NOT APPLICABLE STATEMENT

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

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

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative _____ Date _____

RETURN WITH BID/OFFER

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 SIGNED

Name of Authorized Representative (type or print)	

Title of Authorized Representative (type or print)	
_____	_____
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. 83902
COOK County
Section 06-0048-00-RS (Lincolnwood)
Project TE-D1(702)
Route FAU 1340 (Touhy Avenue)
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **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. 83902
COOK County
Section 06-00048-00-RS (Lincolnwood)
Project TE-D1(702)
Route FAU 1340 (Touhy Avenue)
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(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

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

I, a Notary Public in and for said County, do hereby certify that and

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

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

My commission expires Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing 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. 83902
COOK County
Section 06-00048-00-RS (Lincolnwood)
Project TE-D1(702)
Route FAU 1340 (Touhy Avenue)
District 1 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 27, 2007. 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. 83902
COOK County
Section 06-00048-00-RS (Lincolnwood)
Project TE-D1(702)
Route FAU 1340 (Touhy Avenue)
District 1 Construction Funds**

Project consists of installing new concrete medians along Touhy Avenue, resurfacing Touhy Avenue, new roadway lighting, combination curb and gutter, sidewalks, trees, sod, irrigation, decorative pavers and other enhanced landscape items on Touhy Avenue from 260' west of Keystone Avenue extending 1,485 feet east to 200' east of East Prairie Road in Lincolnwood.

- 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, Acting Secretary

BD 351 (Rev. 01/2003)

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2007

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

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LR SD 631	"Traffic Barrier Terminals" (Rev. 2/1/07). Developed to keep Traffic Barrier Terminals Type 1, 2 & 5A as an option for local agencies to use with 27" guardrail with 6 inch blockouts.	
LR SD 633	"Remove and Reerect Steel Plate Beam Guardrail" (Eff. 2/1/07). Developed to allow local agencies to replace 27" guardrail with 6 inch blockouts.	
LR 102	"Protests on Local Lettings" (Eff. 1/1/07). Developed to allow local agencies to adopt the department's interested party protest procedures outlined in Title 44 of the IL Administrative Code.	
LR 105	X "Cooperation with Utilities" (Eff 1/1/99) (Rev 1/1/07). Formerly issued as LRS 1 and was reissued as an LR Contract Special Provision based on industry concerns discussed at the Joint Coop.	52-54
LR 107-1	"Nationwide Permit No. 14" (Eff. 2/1/04) (Rev. 3/1/05). Developed to outline the necessary requirements to comply with No. 14 permits.	
LR 107-2	"Railroad Protective Liability Insurance for Local Lettings" (Eff. 3/1/05) (Rev 1/1/06). Developed to require insurance policies to be submitted to the letting agency rather than the department.	
LR 107-3	"Disadvantaged Business Enterprise Participation" (Eff. 1/1/07). Developed to require DBE utilization plans to be submitted to the local agency.	
LR 107-4	X "Insurance" (Eff. 2/1/07). Developed based on recommendations from IACE Policy Committee to ensure local agencies are indemnified when their projects are on the state letting.	55
LR 108	"Combination Bids (Eff. 1/1/94) (Rev. 3/1/05). Developed to allow the revision of working days and calendar days. Revised to incorporate applicable portions of deleted Sections 102 & 103.	
LR 212	"Shaping Roadway" (Eff. 8/1/69) (Rev. 1/1/02).	
LR 355-1	"Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10/1/73) (Rev. 1/1/07)	
LR 355-2	"Asphalt Stabilized Base Course, Plant Mix" (Eff. 2/20/63) (Rev. 1/1/07)	
LR 400	"Bituminous Treated Earth Surface (Eff. 1/1/07). Developed since Section 401 was eliminated from the 2007 Standard Specifications.	
LR 402	"Salt Stabilized Surface Course" (Eff. 2/20/63) (Rev. 1/1/07)	
LR 403-2	Bituminous Hot Mix Sand Seal Coat" (Eff. 8/1/69) (Rev. 1/1/07)	
LR 420	"PCC Pavement (Special)" (Eff. 5/12/64) (Rev. 1/1/07). Developed to allow local agencies to construct quality PCC pavements for low volume roads.	
LR 442	"Bituminous Patching Mixtures for Maintenance Use" (Eff 1/1/04) (Rev. 2/1/07). Developed to reference approved bituminous patching mixtures.	
LR 451	"Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10/1/91) (Rev. 1/1/07)	
LR 503-1	"Furnishing Class SI Concrete" (Eff. 10/1/73) (Rev. 1/1/02)	
LR 503-2	"Furnishing Class SI Concrete (Short Load)" (Eff. 1/1/89) (Rev. 1/1/02). Developed to allow a load charge to be added when short loads are expected during the contract.	
LR 542	"Pipe Culverts, Type _____ (Furnished)" (Eff. 9/1/64) (Rev. 1/1/07)	
LR 663	"Calcium Chloride Applied" (Eff. 6/1/58) (Rev. 1/1/07)	
LR 702	"Construction and Maintenance Signs" (Eff 1/1/04) (Rev 1/1/07). Developed to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs.	
LR 1004	"Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1/1/02) (Rev 1/1/07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt.	
LR 1013	"Rock Salt (Sodium Chloride)" (Eff. 8/1/69) (Rev. 1/1/02)	
LR 1032-1	"Penetrating Emulsions" (Eff. 1/1/07) (Rev. 2/1/07). Developed to combine Penetrating Emulsified Asphalt and Penetrating Emulsified Prime into a single special provision.	
LR 1032-2	"Multigrade Cold Mix Asphalt" (Eff. 1/1/07) (Rev. 2/1/07). Developed to provide the material specification for Multigrade cold mix asphalt.	
LR 1102	"Road Mix or Traveling Plan Mix Equipment" (Eff. 1/1/07). Developed to replace road mix and traveling plant mix bituminous equipment that was eliminated from the Standard Specifications.	

BDE SPECIAL PROVISIONS
For the April 27 and June 15, 2007 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
80108			Asbestos Bearing Pad Removal	Nov. 1, 2003	
72541			Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal (NOTE: This special provision was previously named "Asbestos Waterproofing Membrane and Asbestos Bituminous Concrete Surface Removal".)	June 1, 1989	Jan. 2, 2007
* 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	56	X	Cement	Jan. 1, 2007	
* 80177			Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
80029	59	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2007
* 80178	67	X	Dowel Bars	April 1, 2007	
80167			Electrical Service Installation – Traffic Signals	Jan. 1, 2007	
* 80179			Engineer's Field Office Type A	April 1, 2007	
* 80175			Epoxy Pavement Markings	Jan. 1, 2007	
* 80180	68	X	Erosion and Sediment Control Deficiency Deduction	April 1, 2007	
* 80168	69	X	Errata for the 2007 Standard Specifications	Jan. 1, 2007	April 1, 2007
80169			High Tension Cable Median Barrier	Jan. 1, 2007	
80142	71	X	Hot-Mix Asphalt Equipment, Spreading and Finishing Machine (NOTE: This special provision was previously named "Bituminous Equipment, Spreading and Finishing Machine".)	Jan. 1, 2005	Jan. 1, 2007
* 80181			Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	April 1, 2007	
* 80136	72	X	Hot-Mix Asphalt Mixture IL-4.75 (NOTE: This special provision was previously named "Superpave Bituminous Concrete Mixture IL-4.75".)	Nov. 1, 2004	April 1, 2007
80109			Impact Attenuators	Nov. 1, 2003	Jan. 1, 2007
80110			Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
80045			Material Transfer Device	June 15, 1999	Jan. 1, 2007
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2007
80082	78	X	Multilane Pavement Patching	Nov. 1, 2002	
80129			Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
* 80182	79	X	Notification of Reduced Width	April 1, 2007	
80069			Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2007
80022	80	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80148	82	X	Planting Woody Plants	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	83	X	Portland Cement Concrete Plants	Jan. 1, 2007	
80171			Precast Handling Holes	Jan. 1, 2007	
80015			Public Convenience and Safety	Jan. 1, 2000	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80172	85	X	Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	April 1, 2007

File Name	Pg#		Special Provision Title	Effective	Revised
80160			Reflective Crack Control Treatment	April 1, 2006	Jan. 1, 2007
* 80183	91	X	Reflective Sheeting on Channelizing Devices	April 1, 2007	
80151	92	X	Reinforcement Bars	Nov. 1, 2005	Jan. 1, 2007
80164	93A	X	Removal and Disposal of Regulated Substances	Aug. 1, 2006	Jan. 1, 2007
* 80184	94	X	Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	April 1, 2007	
80131			Seeding (NOTE: This special provision was previously named "Seeding and Sodding".)	July 1, 2004	Jan. 1, 2007
80152	100	X	Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2007
80132	105	X	Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
* 80127			Steel Cost Adjustment	April 2, 2004	April 1, 2007
80153			Steel Plate Beam Guardrail	Nov. 1, 2005	Jan. 1, 2007
80143	107	X	Subcontractor Mobilization Payments	April 2, 2005	
80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80087	108	X	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2007
* 80176	109	X	Thermoplastic Pavement Markings	Jan. 1, 2007	
80161			Traffic Signal Grounding	April 1, 2006	Jan. 1, 2007
20338	111	X	Training Special Provisions	Oct. 15, 1975	
80154			Turf Reinforcement Mat	Nov. 1, 2005	Jan. 1, 2007
* 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			Variable Spaced Tining	Aug. 1, 2005	Jan. 1, 2007
80163			Water Blaster with Vacuum Recovery	April 1, 2006	Jan. 1, 2007
80071	114	X	Working Days	Jan. 1, 2002	

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

80139 Portland Cement This special provision is now covered in a BMPR Policy Memorandum "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

80120 Precast, Prestressed Concrete Members This special provision is now in BMPR's "Manual for Fabrication of Precast Prestressed Concrete Products".

80145 Suspension of Slipformed Parapets This special provision is no longer required.

The following special provisions are either in the 2007 Standard Specifications or the 2007 Recurring Special Provisions:

File Name	Special Provision Title	New Location	Effective	Revised
80156	Aggregate Shipping Tickets	Articles 1003.01(f), 1004.01(f) & 1005.01(d)	Jan. 1, 2006	
80128	Authority of Railroad Engineer	Article 105.02	July 1, 2004	
80065	Bituminous Base Course/Widening Superpave	Sections 355, 356, 1030 & 1102	April 1, 2002	Aug. 1, 2005
80050	Bituminous Concrete Surface Course	Article 406.13(b)	April 1, 2001	April 1, 2003
80066	Bridge Deck Construction	Sections 503, 1004, 1020 & 1103	April 1, 2002	April 1, 2004
80118	Butt Joints	Article 406.08	April 1, 2004	April 1, 2005
80031	Calcium Chloride Accelerator for Portland Cement Concrete Patching	Recurring # 28	Jan. 1, 2001	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80077	Chair Supports	Article 421.04(a)	Nov. 1, 2002	Nov. 2, 2002
80051	Coarse Aggregate for Trench Backfill, Backfill and Bedding	Sections 208, 542, 550, 1003 & 1004	April 1, 2001	Nov. 1, 2003
80094	Concrete Admixtures	Article 1020.05(b) & Section 1021	Jan. 1, 2003	July 1, 2004
80112	Concrete Barrier	Section 637	Jan. 1, 2004	April 2, 2004
80102	Corrugated Metal Pipe Culverts	Articles 542.04(d), 1006.01(a)(4) & 1006.03(d)	Aug. 1, 2003	July 1, 2004
80114	Curing and Protection of Concrete Construction	Sections 503, 1020 & 1022	Jan. 1, 2004	Nov. 1, 2005
80146	Detectable Warnings	Section 424	Aug. 1, 2005	
80144	Elastomeric Bearings	Section 1083	April 1, 2005	
31578	Epoxy Coating on Reinforcement	Sections 420, 483 & 606	April 1, 1997	Jan. 1, 2003
80041	Epoxy Pavement Marking	Article 1095.04	Jan. 1, 2001	Aug. 1, 2003
80055	Erosion and Sediment Control Deficiency Deduction	Article 105.03(a)	Aug. 1, 2001	Nov. 1, 2001
80103	Expansion Joints	Article 420.05(d)	Aug. 1, 2003	
80101	Flagger Vests	Article 701.13	April 1, 2003	Jan. 1, 2006
80079	Freeze-Thaw Rating	Article 1004.02(f)	Nov. 1, 2002	
80072	Furnished Excavation	Section 204	Aug. 1, 2002	Nov. 1, 2004
80054	Hand Vibrator	Article 1103.17(a)	Nov. 1, 2003	
80147	Illuminated Sign	Sections 801, 891 & 1084	Aug. 1, 2005	
80104	Inlet Filters	Section 280 & Article 1081.15(h)	Aug. 1, 2003	
80080	Insertion Lining of Pipe Culverts	Section 543 & Article 1040.04	Nov. 1, 2002	Aug. 1, 2003
80150	Light Emitting Diode (LED) Pedestrian Signal Head	Sections 801, 881, & 1078	Nov. 1, 2005	April 1, 2006
80067	Light Emitting Diode (LED) Signal Head	Sections 801, 880 & 1078	April 1, 2002	Nov. 1, 2005
80081	Lime Gradation Requirements	Article 1012.03	Nov. 1, 2002	
80133	Lime Stabilized Soil Mixture	Section 310	Nov. 1, 2004	April 1, 2006
80158	Manholes	Article 1042.10	April 1, 2006	
80137	Minimum Lane Width with Lane Closure	Article 701.06	Jan. 1, 2005	
80138	Mulching Seeded Areas	Section 251 & Article 1081.06(a)(4)	Jan. 1, 2005	
80116	Partial Payments	Article 109.07	Sept. 1, 2003	
80013	Pavement and Shoulder Resurfacing	Recurring # 14	Feb. 1, 2000	July 1, 2004
53600	Pavement Thickness Determination for Payment	Articles 407.03, 407.10, 420.03, 420.15 & 421.04	April 1, 1999	Jan. 1, 2004
80155	Payrolls and Payroll Records	Recurring #1 & #5	Aug. 10, 2005	
80130	Personal Protective Equipment	Article 701.12	July 1, 2004	
80073	Polymer Modified Emulsified Asphalt	Article 1032.06	Nov. 1, 2002	
80124	Portable Changeable Message Signs	Articles 701.15(j), 701.20(h) & 1106.02(j)	Nov. 1, 1993	April 2, 2004
80083	Portland Cement Concrete	Articles 1103.01 & 1103.02	Nov. 1, 2002	
80036	Portland Cement Concrete Patching	Sections 442, 701, 1013 & 1020	Jan. 1, 2001	Jan. 1, 2004
419	Precast Concrete Products	Sections 540, 1020 & 1042	July 1, 1999	Nov. 1, 2004
80084	Preformed Recycled Rubber Joint Filler	Articles 503.02, 637.02 & 1051.10	Nov. 1, 2002	
80121	PVC Pipeliner	Recurring # 18	April 1, 2004	April 1, 2005
80159	Railroad Flaggers	Article 107.12	April 1, 2006	
80122	Railroad, Full-Actuated Controller and Cabinet	Articles 857.04, 1073.01(c)(2) & 1074.03(a)(5)e.	April 1, 2004	
80105	Raised Reflective Pavement Markers (Bridge)	Articles 781.03(a), 781.05 & 1096.01(b)	Aug. 1, 2003	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80011	RAP for Use in Bituminous Concrete Mixtures	Sections 1030 & 1031	Jan. 1, 2000	April 1, 2002
80032	Remove and Re-Erect Steel Plate Beam Guardrail and Traffic Barrier Terminals	Section 633	Jan. 1, 2001	Jan. 1, 2005
80085	Sealing Abandoned Water Wells	Section 672	Nov. 1, 2002	
80096	Shoulder Rumble Strips	Section 642	Jan. 1, 2003	
80140	Shoulder Stabilization at Guardrail	Article 630.06	Jan. 1, 2005	
80135	Soil Modification	Section 302	Nov. 1, 2004	April 1, 2006
80070	Stabilized Subbase and Bituminous Shoulders Superpave	Sections 312, 482, 1030 & 1102	April 1, 2002	Aug. 1, 2005
80086	Subgrade Preparation	Section 301	Nov. 1, 2002	
80010	Superpave Bituminous Concrete Mixtures	Sections 406, 407 & 1030	Jan. 1, 2000	April 1, 2004
80039	Superpave Bituminous Concrete Mixtures (Low ESAL)	Sections 406, 407 & 1030	Jan. 1, 2001	April 1, 2004
80092	Temporary Concrete Barrier	Section 704	Oct. 1, 2002	Nov. 1, 2003
80008	Temporary Module Glare Screen System	Recurring # 22	Jan. 1, 2000	
80106	Temporary Portable Bridge Traffic Signals	Recurring # 23	Aug. 1, 2003	
80098	Traffic Barrier Terminals	Section 631	Jan. 1, 2003	
57291	Traffic Control Deficiency Deduction	Article 105.03(b)	April 1, 1992	Jan. 1, 2005
80107	Transient Voltage Surge Suppression	Article 1074.03(a)(4)	Aug. 1, 2003	
80123	Truck Bed Release Agent	Article 1030.08	April 1, 2004	
80048	Weight Control Deficiency Deduction	Article 109.01	April 1, 2001	Aug. 1, 2002
80090	Work Zone Public Information Signs	Recurring # 24	Sept. 1, 2002	Jan. 1, 2005
80125	Work Zone Speed Limit Signs	Article 701.14(b)	April 2, 2004	Jan. 1, 2006
80126	Work Zone Traffic Control	Articles 701.19 & 701.20	April 2, 2004	Nov. 1, 2005
80097	Work Zone Traffic Control Devices	Section 701 & Article 1106.02	Jan. 1, 2003	Nov. 1, 2004

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

- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

Special Provisions

The following Special Provisions supplement the specifications listed in the table below, which apply to and govern the proposed project designated as Section 06-00048-00-RS, Village of Lincolnwood, Cook County, Project # TE-00D1(702) and in case of conflict with any part of parts of said specifications, the said Special Provisions shall take precedence and govern.

Specifications	Adopted/Dated
Standard Specifications for Road and Bridge Construction	January 1, 2007
Manual on Uniform Traffic Control Devices for Streets and Highway Illinois Supplement	2003 Edition November 2004
Supplemental Specifications and Recurring Special Provisions (indicated on the Check Sheet included herein)	Latest Edition
Standard Specifications for Sewer and Watermain Construction in Illinois	May 1996 Fourth Edition
Manual of Test Procedures of Materials	Latest Edition

Location of Project

The Touhy Avenue project is located in the Village of Lincolnwood, Cook County, Illinois. The project along Touhy Avenue begins 260 feet west of Keystone Avenue and extends 1,485 feet east to 200 feet east of East Prairie Road. The total project length is 1,485 feet or 0.28 miles.

Description of Project

Project shall consists of installing new concrete medians along Touhy Avenue, milling and resurfacing Touhy and Crawford Avenue. New roadway lighting will be installed throughout the limits of the project. Work also includes new trees, sod, irrigation, decorative pavers, and other enhanced landscape items. The work includes earth excavation, asphalt pavement removal, hot mix asphalt widening, combination concrete curb and gutter, enclosed drainage system, pavement marking, signing and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

Working Hours

Village working hours on weekdays are from 7:00 AM to 6:00 PM., Saturdays from 7:00 AM to Noon. No work is allowed on Sundays.

Water Usage

Water will be available, at **no cost**, to the contractor for all approved construction activities such as filling the grinding machine, filling the rollers, etc. The contractor must use his own water meter, with a backflow preventor when using water from Village hydrants. It is the contractor's responsibility to measure (meter) the quantity of water used during construction operations. The quantity of water used in gallons shall be reported to the Village on a monthly basis. Typically the Village permits the contractor to operate the fire hydrants, as long as caution is used and that the contractor opens and closes all valves slowly to ensure no damage is done to the existing water distribution system. The cost of such work is incidental to the contract.

Keeping Roads Open to Traffic

All roads shall remain open to traffic. The contractor may close one lane (in each direction) on Touhy and Crawford Avenues because of construction only between the hours of 9 AM and 3 PM. The contractor shall maintain at least one-way traffic (one lane) in each direction during these restricted hours with the use of signs and flagmen as shown on the Traffic Control Standards. Two lanes of traffic will be maintained between 3 PM and 9 AM and when no construction activities are being carried out. The restricted lane closure time provision may be waived at the Resident Engineer's discretion.

Traffic Control and Protection

Effective: September 30, 1985

Revised: October 1, 1995

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

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

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

STANDARDS: 701602-02, 701601-04, 701606-04, 701701-04, 701801-03, 702001-06

DETAILS: 1 - Traffic Control and Protection for Side Roads, Intersections, and Driveways
2 - District One - Typical Application Raised Reflective Pavement Markers (Snow-Plow Resistant)
3 - District One - Typical Pavement Markings
4 - Traffic Control and Protection at Turn Bays (To Remain Open to Traffic)
5 - Pavement Marking Letters & Symbols For Traffic Staging

SPECIAL PROVISIONS: LRS 3 - Work Zone Traffic Control, LRS 4 - Flaggers in Work Zones

This work will be paid for at the Contract lump sum price for TRAFFIC CONTROL AND PROTECTION. This lump sum price shall be payment in full for all materials, labor and equipment required for; handling, furnishing, transporting, installing, maintaining, relocating and removing all traffic control devices and signage required for to fully protect construction operations and the general public. This lump sum price shall also include all materials, labor and equipment required for; furnishing, installing, relocating and removing steel plates and other temporary bridging over trenches, auger pits and other areas disturbed by construction.

TRAFFIC CONTROL AND PROTECTION shall be paid monthly in an amount equal to the lump sum bid multiplied by the overall percentage completion of other Contract Payment Items.

Maintenance of Roadway

Effective: September 30, 1985

Revised: November 1, 1996

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

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

Public Safety and Convenience

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

Contractors shall plan their work so that there will be no open holes in the pavement and that all barricades will be removed from the roadway during non-working hours, except where required for public safety.

Status of Utilities to be Adjusted

Effective: January 30, 1987

Revised: July 1, 1994

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

Name, Address, and Contact of Utility Company	Phone/Fax Numbers	Type / Location	Estimated Schedule
Nicor Gas 615 Eastern Avenue Bellwood, IL 60104 Attn: Duc Le Project Administrator	Phone: 708-544-5707 x 262	Relocations of gas mains throughout project to avoid conflicts with new street light foundations. Work order #118581 has been assigned by Nicor for this project.	Start in Spring 2007, estimated to be completed prior to this contract

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

Water Service Connection, 2"

This work shall consist of the installation of a complete water service connection to serve planted medians as shown on plans and details. It will include, but not limited to, all equipment, labor, and materials necessary to properly install valve and valve box, corporation stop with pressure tap, full stainless steel saddle, and any excavation and backfill based on applicable sections of the "Standard Specification for Water & Sewer Main Construction in Illinois" latest edition. The Village uses Mueller H-15154 corporation stop, Mueller H-15150 Curb Stop, or approved equals. Pavement patches will be paid per contract unit price square yard (SY) for Class D Patches.

Basis of Payment: Payment for this item shall be at the contract unit price each (EA) for **Water Service Connection, 2"**.

Frames and Lids to Be Adjusted (Special)

Add the following to Article 603.09 of the Standard Specifications:

"Removing frames and lids on drainage and utility structures in the pavement prior to milling, and adjusting to final grade prior to placing surface course, will be paid for at the contract unit price for **FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)**.

This work will not be paid for when drainage and utility structures are specified for payment as structure reconstruction."

Pipe Underdrains, Fabric Lined Trench, 4"

This work shall consist of the installation of 4" Perforated PVC SDR 35 Pipe Underdrain at locations shown on the plans and to specifications shown in details. It will include, but not limited to, all equipment, labor and materials necessary to properly excavate trench, place pipe, and sufficiently compact fabric lined trench. This item will also include the installation of cleanouts as shown on the plans and details at all ends and bends of the pipe underdrain.

The pipe shall be wrapped with a fabric envelope meeting the requirements of Section 1080.01 on the "Standard Specifications".

Aggregate Base Course, Type A as shown in the plans, shall be incidental to this pay item.

PIPE UNDERDRAINS, FABRIC LINED TRENCH, 4" will be paid for at the contract unit price per foot, which price shall include furnishing and placing all pipe, fittings, fabric envelope, connecting pipes and cleanouts.

Construction Layout

The contractor shall be required to furnish and place construction layout stakes for this project. The engineer will provide adequate reference points to the centerline of survey and benchmarks as shown in the plans and listed herein. Any additional control points set by the engineer will be identified in the field to the contractor and all field notes will be kept in the office of the resident engineer.

The contractor shall provide field forces, equipment, and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient intervals (not to exceed 15 x {50 feet}) to assure substantial conformance to plan line and grade. The contractor will not be required to set additional stakes to locate a utility line which is not include as a pay item in the contract nor to determine property lines between private properties.

The contractor shall be responsible for having the finished work substantially conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection of checking of the contractor's layout by the engineer and the acceptance of all or any part of is shall not relieve the contractor of his/her responsibility to secure the proper dimension, grades, and elevations of the several parts of the work. The contractor shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced, or removed or otherwise obliterated.

Responsibility of the Engineer

- a. The engineer will locate and reference the control points within or adjacent to the project limits.

Locating and referencing the centerline of survey will consist of establishing and referencing the control points of the centerline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.
- b. Benchmarks will be established along the project.
- c. The engineer will make random checks of the contractor's staking to determine if the work is in substantial conformance with the plans. Where the contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- d. The engineer will make all arrangement and take all cross sections from which the various pay items are to be measured.
- e. Where the contractor, in setting construction stakes, discovers discrepancies the engineer will check to determine their nature and mark whatever revisions are necessary in the plans, including the re-cross sectioning of the area involved. Any additional restaking required by the engineer will be the responsibility of the contractor. The additional staking done by the contractor will be paid for in accordance with 109.04 of the Standard Specifications.
- f. The engineer will accept responsibility for the accuracy of the initial control points as provided herein.
- g. It is not the responsibility of the engineer, except as provided herein, to check the correctness of the contractor's stakes; however, any errors that are apparent will be immediately called to the contractor's attention and s(he) shall be required to make the necessary corrections before the stakes are used for construction purposes.

Where the plan quantities for excavation are to be used as the final pay quantities, the engineer will make sufficient checks to determine if the work has been completed in substantial conformance with the plan cross sections.

Responsibility of the Contractor

- a. The contractor shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. S(he) shall provide the engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line, and grade nails in form work, and/or filed or etched marks in substantially complete construction work.

It is the contractor's responsibility to tie in centerline control points in order to preserve them during construction operations.

- b. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the engineer at the completion of the project. All notes shall be neat, orderly and in accepted form.
- c. Prior to the beginning of construction activities, all structure centerlines and pier lines are to be established by the contractor and checked by the engineer. The contractor shall provide a detailed structure layout showing span dimensions, staking lines and offset distances.

Measurement and Payment: This item will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT, which process shall be payment in full for all services, materials, labor, and other items required to complete the work.

Detector Loop Replacement

TRAFFIC SIGNAL SPECIFICATIONS FOR DETECTOR REPLACEMENT AND/OR INSTALLATION ON ROADWAY GRINDING RESURFACING AND PATCHING OPERATIONS

The following Traffic Signal Special Provisions and the "District 1 Standard Traffic Signal Design Details" supplement the requirements of the State of Illinois "Standard Specifications for Road and Bridge Construction".

The intent of this Special Provision is to prescribe the materials and construction methods commonly used to replace traffic signal detector loops and replace magnetic signal detectors with detector loops during roadway resurfacing, grinding and patching operations. This work will not require the transfer of traffic signal maintenance from the District Electrical Maintenance Contractor to this contract's electrical contractor. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer. The work to be provided under this contract consists of furnishing and installing all traffic signal work as specified on the Plans and as specified herein in a manner acceptable and approved by the Engineer.

NOTIFICATION OF INTENT TO WORK. Contracts such as pavement grinding or patching which result in the destruction of traffic signal detection do not require maintenance transfer, but require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the detection removal, the Contractor shall notify the:

- Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4139
- IDOT Electrical Maintenance Contractor at (773) 287-7600

at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection.

Failure to provide proper notification may require the District's Electrical Maintenance Contractor to be called to investigate complaints of inadequate traffic signal timing. All costs associated with these expenses will be paid for by the Contractor at no additional expense to the Department according to Section 109 of the "Standard Specifications."

ACCEPTANCE OF MATERIAL

The contractor shall provide:

1. All material approval requests shall be submitted a minimum of seven (7) days prior to the delivery of equipment to the job site, or within 30 consecutive calendar days after the contract is awarded, or within 15 consecutive calendar days after the pre-construction meeting, whichever is first.

2. Seven (7) copies of a letter listing the manufacturer's name and model numbers of the proposed equipment shall be supplied. The letter will be reviewed by the Traffic Design Engineer to determine whether the equipment to be used is approved. The Design Engineer to determine whether the equipment to be used is approved. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.
3. One (1) copy of material catalog cuts.
4. The contract number, permit number or intersection location must be on each sheet of the letter and material catalog cuts as required in items 2 and 3.

INSPECTION OF CONSTRUCTION

When the road is open to traffic, except as otherwise provided in Section 849 and 850 of the Standard Specifications, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4139 a minimum of seven (7) working days prior to the time of the requested inspection.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on." If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. If this work is not completed in time, the Department reserves the right to have the work completed by others at the Contractor's expense.

All cost of work and materials required to comply with the above requirements shall be included in the pay item bid prices, under which the subject materials and signal equipment are paid, and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements will be subject to removal and disposal at the Contractor's expense.

RESTORATION OF WORK

Restoration of the traffic signal work area shall be incidental to the related pay item such as foundation, conduit, handhole, trench and backfill, etc., and no extra compensation shall be allowed. All roadway surfaces such as shoulders, medians, sidewalks, pavement, etc. shall be replaced as shown in the plans or in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded.

REMOVAL, DISPOSAL AND SALVAGE OF EXISTING TRAFFIC SIGNAL EQUIPMENT

This item shall be incidental to this contract. All material and equipment removed shall become the property of the Contractor and disposed of by the Contractor outside the State's right-of-way. No additional compensation shall be provided to the Contractor for removal, disposal or salvage expense for the work in this contract.

DETECTOR LOOP REPLACEMENT

This work shall consist of replacing existing detector loops, which are destroyed during grinding, resurfacing, or patching operations.

If damage to the detector loop is unavoidable, replacement of this existing detection system will be necessary. This work shall be completed by an approved Electrical Contractor as directed by the Engineer.

Replacement of the loops shall be accomplished in the following manner: The Engineer shall mark the location of the replacement loops. The Area Traffic Signal Maintenance and Operations Engineer shall be called to approve loop locations prior to the cutting of the pavement. The Contractor may reuse the existing conduit (duct) located between the existing handhole and the pavement if it hasn't been damaged. All burrs shall be removed from the edges of the existing conduit, which may cause damage to the new detector loop during installation. If the existing conduit is damaged beyond repair, or if it cannot be located, or if additional conduits are required to provide one lead-in duct for each proposed loop; the Contractor shall be required to drill through the existing pavement into the appropriate handhole, and install 25 mm (1") unit duct conduit. Upon establishment of the duct the loop may be cut, installed, sealed and spliced to the twisted-shielded controller cable in the handhole.

Detector loop measurements shall include the saw-cut and the length of the loop lead-in leading from the edge of pavement to the middle of the handhole or in the case of temporary signals the middle of the wood pole. Unit duct, splicing, trench and backfill, and drilling of pavement or handholes shall be incidental to detector loop quantities.

All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement or the curb shall be cut with a 6.3 mm (1/4") deep x 100 mm (4") saw-cut to mark location of each loop lead-in.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the Area Traffic Signal Maintenance and Operations Engineer (847) 705-4139 to inspect and approve the layout.

Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details." Saw-cuts from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut unless directed otherwise by the Engineer or as shown on the plan.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a Panduit 250W175C waterproof tag or approved equal secured to each wire with nylon ties. The lead-in wire, including all necessary connections for proper operation, from the edge of pavement to the handhole, shall be incidental to the price of the detector loop.

Loop sealant shall be a two-component thixotropic chemically cured polyurethane either Chemque Q-Seal 295, Percol Elastic Cement A/C Grade or an approved equal. The sealant shall be installed 3 mm (1/8") below the pavement surface, if installed above the surface the overlap shall be removed immediately.

Round loop(s) 1.8 m (six foot) diameter may be substituted for 1.8 m (six foot) by 1.8 m (six foot) square loop(s) and shall be paid for as 7.2 m (24 feet) or detector loop.

Resistance to ground shall be a minimum of 100 megohms under any conditions of weather or moisture.

Heat shrink splices shall be used according to the "District 1 Standard Traffic Signal Design Details."

Basis of Payment: Detector Loop Replacement shall be paid for at the contract unit price per meter (foot) of **DETECTOR LOOP REPLACEMENT** measured along the sawed slot in the pavement containing the loop and lead-in, rather than the actual length of the wire in the slot, including the length of the loop lead-in from the edge of pavement to the middle of the handhole or the wood pole, which price shall be payment in full for furnishing, installing, and testing the detector loop complete in place. Drilling handholes, sawing the pavement, furnishing and installing unit-duct to the appropriate handhole, cable splicing to provide a fully operable detector loop, and all trench and backfill shall be considered incidental to the cost of **DETECTOR LOOP REPLACEMENT**.

Rebuild Existing Hanhole
Effective: January 1, 1997

This item shall consist of rebuilding and bringing to grade a handhole at a location shown on the plans or as directed by the engineer. The work shall consist of removing the handhole frame and cover and the walls of the handhole to a depth of eight (8) inches below the finished grade.

Upon completion of the above work, four (4) holes, four (4) inches in depth and one half (1/2) inch in diameter, shall be drilled into the remaining concrete, one hole centered on each of the four handhole walls. Four (4) #3 steel dowels, eight (8) inches in length, shall be furnished and shall be installed in the drilled holes with a masonry epoxy.

All concrete debris shall be removed from State right-of-way to a location approved by the Engineer.

The area adjacent to each side of the handhole shall be excavated to allow forming. All steel hooks, handhole frame, cover, and concrete shall be provided to construct a rebuilt handhole according to applicable portions of Section 814 and Section 1085.59 of the Standard Specifications. (The existing frame and cover shall be replaced if it was damaged during removal or as determined by the Engineer.)

Basis of Payment. This work shall be paid for at the contract unit price each for **REBUILD EXISTING HANDHOLE**, which price shall be payment in full for all labor, materials, and equipment necessary to complete the work described above and as indicated on the drawings.

Light Pole, Special

This work shall consist of the complete installation of lighting pole and accessories as specified in the contract and details on the plans. Accessories include, but are not limited to, HPE plastic one-piece light pole base, flag holders, and banner arms, which will be textured 30% gloss black on the surface. This work shall be in accordance with Section 1069 of the IDOT Standard Specifications and installed in accordance with the plans and contract documents. The pole shall be manufactured by Hapco with a one piece base, Hapco #SLBPT320. Please refer to sheet #23 of the contract plans for specifics for this item.

This work shall include new banners and banner arms. This item consists of furnishing and installing three (3) color bannes on arms attached to streetlight poles, as indicated on the Drawings. Banners shall be as manufactured by Kalamazoo Banner Works, distributed by Zenon Company, Buffalo Grove, IL 60089, 1-800-495-3267, or approved equal. Banners shall be 30" x 94" in size, 100% solution dyed marine acrylic fabric, weather-resistant, with double-sided image wand with a center lining. Banner side seams and pole pockets shall be 4" double-rolled and double-stitched (not heat seared) with side seams for strength and to prevent fraying. Banners shall have grommets for nylon ties to anchor the banner tight to the pole. Banners shall not have wind slits. Installed banners shall be warranted for one year and come with a five year manufacturer's warranty against loss of color or strength from normal exposure conditions, including sunlight, mildew, rot and atmospheric chemicals. There are a total of 26 banners and 26 banner arms included in this pay item.

This work shall also include new flags and flag arms. This item consists of furnishing and installing US flags to metal arms on streetlight poles, as indicated on the Drawings. Flags shall be 3'-0" x 5'0" in size, weigh 0.95 lbs., and be of high-grade, crafted, 2-ply, 100% polyester bunting. Stripes (red) shall be sewn and stars (white) embroidered. All seams shall be double-stitched and fly ends have either 2, 4 or 6 rows of double stitching for added durability. Grommets shall be solid brass. There are a total of 52 flags and 26 flag arms included in this pay item.

Basis of Payment: The work for this item shall include all labor, material, and equipment necessary to install item per specification and will be considered *incidental* to the measured contract unit price each (EA) for *Light Pole, Special*.

Luminaire (Special)

This work shall consist of the complete installation of Dura Star Series 30 Roadway Lighting System as specified on plans, details and contract specifications. The assembly will be 30% gloss black on the surface, but does not have to be textured. This work shall be in accordance with Section 1067 of the IDOT Standard Specifications and installed in accordance with the plans and contract documents. Please refer to sheet #24 of the contract plans for specifics for this item.

or approved equal

Basis of Payment: The work for this item shall include all labor, material, and equipment necessary to install item per specification and will be considered *incidental* to the measured contract unit price each (EA) for *Luminaire (Special)*.

Light Pole, Special (Decorative Ornamental)

This work shall consist of the complete installation of Hapco Pole, #RTA16D6B4-P1, SLP Series 17" Non-Metalic Wrap around base and THE KG20 Round Globe Luminaire - VL1 Cut Off Optics, as specified on the plans, details and the specifications. The fixture shall have a decorative cast aluminum cage. This work shall be in accordance with Sections 1067 & 1069 of the IDOT Standard Specifications and in accordance with the plans and contract documents. Please refer to sheet #24 of the plans for details for this item.

An acceptable alternate manufacture for the above materials would be Sun Valley, #7-1035T-16FT-PT27/RCGN22-CA-OPT-050MH-MT-PT-BKM or an approved equal from another manufacturer.

Basis of Payment: The work for this item shall include all labor, material, and equipment necessary to install item per specification and will be considered *incidental* to the measured contract unit price each (EA) for *Light Pole, Special (Decorative Luminaire)*.

Saw Cuts

This work shall be performed at the locations shown on the plans or as directed by the Engineer. The Contractor shall cut the joint between the portion of the pavement to be removed and that to be left in place (or between the pavement and the gutter section) with a concrete saw that is equipped with a diamond blade of sufficient size to saw pavements full-depth and be capable of accurately maintaining cutting depth. This work shall be done in a manner that a straight and perpendicular joint will be secured.

It is the Contractor's responsibility to determine the thickness of the existing pavement and whether or not it contains reinforcement.

Basis of Payment: This work will be measured and paid for at the contract unit price per foot for **SAW CUTS**. No additional compensation will be allowed for sawing reinforcement.

Saw cuts will be required for all Class D Patches, pavement removal items, butt joints, etc. Saw cuts performed for these items will not be measured or paid for separately, but shall be considered as incidental to the various pay items.

Cleaning Existing Drainage Structures

All existing storm sewers, manholes, catch basins and inlets shall be considered as drainage structures insofar as the interpretation of this Special Provision is concerned. When specified for payment, the location of drainage structures to be cleaned will be shown on the plans.

All existing drainage structures which are to be adjusted or reconstructed shall be cleaned in accordance with Article 602.15 of the Standard Specifications. This work will be paid for in accordance with Article 602.16 of the Standard Specifications.

All other existing drainage structures which are specified to be cleaned on the plans will be cleaned in accordance with Article 602.15 of the Standard Specifications. This work will be paid for at the contract unit price each (EA) for **DRAINAGE STRUCTURES TO BE CLEANED**, and at the contract unit price per foot (FT) for **STORM SEWERS TO BE CLEANED**.

Fire Hydrants to be Relocated

This work involves relocating one fire hydrant as indicated on sheet 10 of the contract plans. The contractor shall shut off the auxiliary valve for the hydrant, leave the auxiliary valve in place, extend a 6" diameter DIP CLASS 52 pipe from the valve to the new fire hydrant location. Reconnect all piping and test for leaks prior to finishing backfill operations.

Basis of Payment: This work shall be paid for at the contract unit price each (EA) for **FIRE HYDRANTS TO BE RELOCATED** which price shall be payment in full for all labor, materials, excavation, backfill and equipment necessary to complete the work described above and as indicated on the drawings.

Domestic Meter Vaults to be Adjusted

This work involves adjusting domestic meter vaults as shown on the plans and where required by grade adjustments. Adjustments shall include all materials necessary to meet the proposed final grades including but not limited to adjusting rings, common brick and mortar.

Basis of Payment: This work shall be paid for at the contract unit price each (EA) for **DOMESTIC METER VAULTS TO BE ADJUSTED** which price shall be payment in full for all labor, materials, and equipment necessary to complete the work described above and as indicated on the drawings.

Domestic Water Service Boxes to be Adjusted

This work involves adjusting domestic water service boxes as shown on the plans and where required by grade adjustments. Adjustments shall include all materials necessary to meet the proposed final grades including but not limited to adjusting the stem, replacing the stem, or replacing the entire water service box as required or as determined by the engineer.

Basis of Payment: This work shall be paid for at the contract unit price each (EA) for **DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED** which price shall be payment in full for all labor, materials, and equipment necessary to complete the work described above and as indicated on the drawings.

Cleaning Existing Conduit

This work involves cleaning of existing conduit as needed and as indicated within the contract documents. This work shall be performed where required and as directed by the engineer and as specified in Division 800 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price each (EA) for **CONDUIT SPLICE** which price shall be payment in full for all labor, materials, and equipment necessary to complete the work described above, as contained in the specifications and as indicated on the drawings.

Conduit Splice

This work involves a new connection to existing conduit as shown on the contract plans, specifically on sheet 20. The new conduit shall be spliced into the existing in accordance with the specifications and in accordance with Article 810 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price each (EA) for **CONDUIT SPLICE** which price shall be payment in full for all labor, materials, and equipment necessary to complete the work described above, as contained in the specifications and as indicated on the drawings.

Lighting Controller, Special

This work shall consist of the complete installation of lighting controller cabinet, service installation and all other required and incidental work as specified on the plans, details and contract specifications. Refer to sheets 18 through 25 of the contract plans for details on this item. The controller will be located within a Village parking lot as indicated on sheet 19 of the plans.

Basis of Payment: The work for this item shall include all labor, material, and equipment necessary to install item per specification and will be considered *incidental* to the measured contract unit price each (EA) for **LIGHTING CONTROLLER, SPECIAL**.

Portland Cement Concrete Surface Removal (Variable Depth)

This item may consist of full width milling, edge milling and crown milling P.C. Concrete pavement. Full width milling will be an average of one inch deep for the full width of the roadway. Edge milling will be 1 inch deep at the gutter flag and taper to daylight at 6 feet from the gutter flag. Crown milling will be 8 feet wide to a full depth of 1.5 inches at the crown and daylight 4 feet from the crown. The need for this work will be determined by the engineer after the new curb on Touhy Avenue has been installed and after the hot-mix asphalt has been milled. Any exposed reinforcing must be cut away to the satisfaction of the engineer and is considered incidental to this pay item.

Basis of Payment: This work shall be paid for at the contract unit price per square yard (SY) for **PORTLAND CEMENT CONCRETE SURFACE REMOVAL (VARIABLE DEPTH)** which price shall be payment in full for all labor, materials, and equipment necessary to complete the work described above and as directed by the engineer.

Relocate Existing Signs

This work shall include the removal of existing roadway and parking sign panels and metal posts, stockpile, and installation at location specified by engineer.

Sign materials and mounting equipment that is damaged in during removal, stockpile, or installation shall be replaced by contractor at no additional expense. No additional compensation will be allowed for theft of signs during stockpile.

Basis of Payment: This work will be measured and paid for at the contract unit price each for **RELOCATE EXISTING SIGNS**, which price shall be payment in full for all labor, materials, and equipment necessary to complete the work.

Frames and Lids to Be Adjusted, With New Type 1 Frame, Close Lid (Special)

Add the following to Article 603.09 of the Standard Specifications:

"Removing frames and lids on drainage and utility structures in the pavement prior to milling, and adjusting to final grade prior to placing surface course, will be paid for at the contract unit price for **FRAMES AND LIDS TO BE ADJUSTED, WITH NEW TYPE 1 FRAME, CLOSED LID (SPECIAL)**. EACH

This work will not be paid for when drainage and utility structures are specified for payment as structure reconstruction."

Pipe Underdrain Cleanout, Complete

This work involves the installation of cleanouts at the ends and where indicated on the drawings for the underdrain system. The clean out shall include and be installed in accordance with the detail shown on sheet 13 of the plans, Drain Pipe Clean Out, and shall include all required items such as bends, fittings, caps, backfill, etc.

Basis of Payment: This work shall be paid for at the contract unit price each (EA) for **PIPE UNDERDRAIN CLEANOUT, COMPLETE** which price shall be payment in full for all labor, materials, and equipment necessary to complete the work described above and as indicated on the drawings.

TREE GRATES

PART 1 - GENERAL

1.01 WORK INCLUDES

- A. Contractor shall furnish and install custom tree grates with frames.

1.02 RELATED WORK

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.03 QUALITY ASSURANCE

- A. Fabricating firm: Five (5) years documented experience in metalwork of complexity similar to project.

1.04 SUBMITTALS

- A. Prior to fabrication, Contractor shall submit for approvals four sets of prints and one set of sepia shop drawings for the custom tree grates.
- B. Shop drawings shall indicate locations, fabrication details, unit identification marks, reinforcement, connection details, dimensions, and relationship to adjacent materials.
- C. Contractor shall submit operation/maintenance recommendations, spare parts, manuals and warranties to the Owner.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Provide blocking and lateral support during transport and storage of site furniture units which is clean, non-staining, and will not cause harm to exposed finishes.
- B. Protect edges of exposed members to prevent staining, chipping, or spalling.

1.06 WARRANTY

- A. Submit Warranty.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Tree grates and castings shall be as manufactured by one of the following acceptable manufacturers, or approved equal:
 - 1. Urban Accessories
P.O. Box 310
20004 144th NE
Woodinville, Washington 98072
(206) 487-0488
 - 2. Canterbury International
5632 West Washington Boulevard

Los Angeles, CA 90016
(800) 936-7111

3. Ironsmith
P.O. Box 10868
Palm Desert, CA 92255-0868
(760) 776-5077

2.02 TREE GRATES

- A. Tree grates shall be as detailed on the drawings and specified herein. Manufacturer shall be responsible for detailed engineering of all casting components.
- B. Tree grates shall consist of a circular tree grate casting (two halves) to form one tree grate unit.
- C. Tree grates shall be gray iron castings conforming to ASTM A-48- Class 35 or better. All tree grate castings shall be manufactured true to pattern and component parts shall fit together in a satisfactory manner. The castings shall be of a uniform pattern and quality; free from blowhole, porosity, hard spots, shrinkage, distortion, or other defects. The castings shall be well cleaned.
- D. Tree grates shall be unfinished. Grates shall meet ADA maximum slot size and static coefficient of friction for slip resistance of 0.6.
- E. Tree grates shall not deviate by plus or minus 5% from casting weight specified on shop drawings.
- F. Tree grates shall be furnished with concealed tamper-resistant fasteners to minimize potential for theft.

2.03 TREE GRATE FRAME AND FOUNDATION

- A. Tree grate frame shall be fabricated as a one piece factory assembled frame in stainless steel angle as indicated on the drawings.
- B. Stainless steel anchor studs shall be welded to the frame at three places on each side or a minimum of 18" apart.
- C. Accessory supports shall be fabricated from stainless steel.
- D. Frames shall be unfinished and shall be cleaned of all weld marks, distortions, and other defects to the surface.
- E. Concrete used for the foundation shall be Class SI concrete with a minimum strength of 3500 psi at 14 days.

2.04 PEA GRAVEL MULCH

- A. Pea Gravel mulch shall be tan-beige in color.

2.05 TREE AND SOIL BACKFILL

- A. The tree and related soil planting mixture backfill are not a part of this item and are specified and paid for elsewhere in these specifications.

PART 3 - EXECUTION

3.01 PREPARATION

- A. All surfaces shall be properly prepared prior to installation. Contractor shall coordinate installation of tree grates with work of other trades.
- B. The location and layout of each tree grate and frame shall be properly staked in the field as directed by the Engineer. Before excavation for foundations begins, the Contractor shall contact the Engineer to review and obtain approval of the layout of each tree grate and frame.

3.02 TREE GRATE FRAMES

- A. Tree grates and frames shall be furnished as one unit.
- B. Fabrication of tree grate frames shall be done utilizing actual grates. At no time shall frames be sized from the grate manufacturer's literature. A minimum of four (4) grates shall be furnished to the frame fabricator for use in establishing actual frame sizes required.

3.03 TREE GRATE INSTALLATION

- A. Tree grates shall be installed per manufacturer's directions and recommendations in the locations as indicated on the drawings.
- B. Tree grates shall be installed with frames such that the finished top of the tree grate shall be flush and level with adjacent pavements.
- C. Tree grates shall rest flat in the frames and shall not rock or otherwise shift position. Warped tree grates and frames shall not be accepted and shall be removed and replaced at no additional cost to the Owner.
- D. In accordance with Americans With Disabilities Act standards, at no point shall a gap of more than ½" in width between the tree grate and tree grate metal frame occur, or be possible to occur.

3.04 CLEAN-UP

- A. The area shall be kept clean at all times, and following installation, all materials and debris shall be removed from the area.
- B. Acid solutions, steel or any other wool, or any other harsh abrasives shall not be used.
- C. Upon completion of grate production, the mold casting shall be delivered to and become the property of the Owner.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. TREE GRATES shall be measured as a complete unit consisting of two (2) casting halves and frame completely installed at the contract unit each, including but not limited to, cost of mold and production, excavation, sub-base granular material, rebar, anchors, concrete

foundation, pea gravel mulch, proper finishes and accessories and all items incidental to construction of same, complete and in place.

4.02 PAYMENT

- A. TREE GATES shall be paid for at the contract unit price per each, complete and in place.
- B. Unit price shall include all labor, equipment and materials necessary to perform the work as herein specified.

**BENCHES
TRASH RECEPTACLES
BICYCLE RACKS
NEWS STAND SCREEN**

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Contractor shall fabricate and install site furniture consisting of bench units, trash receptacles, bike racks and news stand screens.

1.02 RELATED WORK

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.03 QUALITY ASSURANCE

- A. Fabricating firm: Five (5) years documented experience in metalwork of complexity similar to project.

1.04 SUBMITTALS

- A. Prior to fabrication, Contractor shall submit for approvals four sets of prints and one set of sepia shop drawings for the following site furniture elements:
 - 1. Benches
 - 2. Trash Receptacles
 - 3. Bicycle Racks
 - 4. News Stand Screens
- B. Shop drawings shall indicate locations, fabrication details, unit identification marks, reinforcement, connection details, dimensions, and relationship to adjacent materials.
- C. Contractor shall submit operation/maintenance recommendations, spare parts, manuals and warranties to the Owner.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Provide blocking and lateral support during transport and storage of site furniture units which is clean, non-staining, and will not cause harm to exposed finishes.
- B. Protect edges of exposed members to prevent staining, chipping, or spalling.

1.06 WARRANTY

- A. Submit Warranty in accordance with the Standard specifications.

PART 2 - PRODUCTS

2.01 BENCHES

A. Benches shall be one of the following, or approved equal:

1. "Steelsites" Model RB-28, 8' long, surface mounting, as manufactured by Victor Stanley, Inc., Dunkirk, MO 20754, or approved equal. (Local Representative: Howard White and Associates, Inc., Hoffman Estates, IL (800) 225-2880). Bench finish shall be Publicote II powder-coated steel, "Black" in color.
1. "Bench 93 Series" Model 93-80, 8' long, surface mounting, as manufactured by DuMor, Inc., Mifflintown, PA 17059-0142, or approved equal. (Local Representative: NuToys Leisure Products, La Grange, IL (800) 526-6197). Bench finish shall be polyester powder-coated, "Black" in color.

2.02 TRASH RECEPTACLES

A. Trash Receptacle shall be one of the following, or approved equal:

2. 'Ironsites' Model S-436 Bethesda Series Litter Receptacle with S-2 lid, 36-gallon plastic liner, as manufactured by Victor Stanley, Inc., Dunkirk, MO 20754, or approved equal. (Local Representative: Howard White and Associates, Inc., Hoffman Estates, IL (800) 225-2880). Receptacles shall be Publicote II powder-coat finished—color "Black".
3. 'Receptacle 157 Series,' Model No. 157-32-25BT Litter Receptacle with bonnet top, 32-gallon plastic liner, as manufactured by DuMor, Inc., Mifflintown, PA 17059-0142, or approved equal. (Local Representative: NuToys Leisure Products, La Grange, IL (800) 526-6197). Receptacles shall be polyester powder coat finished—color "Black".

2.03 BICYCLE RACKS

A. Bike Racks shall be one of the following, or approved equal:

1. Bike Rib Model No. BR2-4 as manufactured by Function First Bike Security, P.O. Box 4413, Tuscon, AZ 85733, (602) 322-9626, or approved equal. Racks shall be fabricated from ASTM schedule 40 steel, pipe, hot dipped galvanized after fabrication and shall have a black thermoplastic coating, "Black" in color.
2. Bike Post Model No. FU2-02-SM-PF, with base cover sets, as manufactured by BRP Enterprises, P.O. Box 80813, Lincoln, NE 68501, (888) 438-5311, or approved equal. Posts shall be fabricated from ASTM schedule 40 steel, pipe, and shall have a black polyester powder coating, "Black" in color.

Installation method shall be as detailed on the drawings, and as recommended by the manufacturer.

2.04 NEWS STAND SCREEN

A. News stand screens shall be as detailed on the drawings and specified herein.

1. News stands shall be fabricated from standard steel stock shapes as indicated on the Drawings. Contractor shall be responsible for design of the news stands including method of anchoring to concrete foundation.

2. News stands shall be cleaned and hot dipped galvanized after fabrication, but prior to final finishing.

B. FINISH

1. Primer shall be oil-based primer suitable for priming galvanized steel for finished coating. One coat of primer shall be used.
2. Final coating shall be a spray applied, two-coat, oil-based, high-gloss enamel, to be approved by the Owner, color "Black".

2.05 CONCRETE MIX

- A. Concrete: Shall be Class SI with a minimum strength of 3500 psi at 14 days.

2.06 GROUT AND ANCHORING CEMENT

- A. Nonshrink Nonmetallic Grout: Premixed, factory-packaged, nonstaining, non corrosive, nongaseous grout. Provide grout specifically recommended by manufacturer for interior and exterior applications of type specified in this section.
- B. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include but are not limited to the following:
 1. Nonshrink Nonmetallic Grouts:
 - a. "Bonsal Construction Grout"; W.R. Bonsal Co.
 - b. "Diamond-Crete Grout"; Concrete Service Materials Co.
 - c. "Five Star Grout"; U.S. Grout Corp.
 - d. "Vibropruf #11; Lambert Corp.
 2. Erosion-Resistant Anchoring Cement:
 - a. Super "Por-Rok"; Minwax Construction Products Division.

PART 3 - EXECUTION

3.01 PREPARATION

- A. All surfaces shall be properly prepared and level prior to installation of site furniture. Contractor shall coordinate installation of site furniture items with work of other trades.
- B. The location and layout of each piece of site furniture shall be properly staked in the field according to the drawings. Before excavation for foundations begin, the Contractor shall contact the Engineer to review and obtain approval of the layout of each piece of site furniture.

3.02 INSTALLATION OF FURNITURE

- A. Each piece of site furniture shall be installed in accordance with manufacturer's standards and specifications. Any changes from manufacturer's specifications must be approved by the Engineer.
- B. All site furniture shall be installed plumb and level.
- C. Depth and requirements for foundations shall be in accordance with manufacturer's requirements.

- D. Where concrete foundations are used to secure supports, the top of the concrete foundation shall be located below the top of the adjacent subgrade. Except for trash receptacles, no foundations shall extend above finished grade.

3.03 TRASH RECEPTACLE INSTALLATION

- A. Assemble trash receptacle in accordance with manufacturer's directions and recommendations in the locations as indicated on the Drawings.
- B. Trash receptacle shall be anchored to the ground using steel drop-in internal plug anchors with stainless steel button head socket cap screws and washers; or hot-dipped galvanized (or stainless steel) threaded rods with nuts and washers, at locations to be determined in the field. The anchors shall be installed as indicated on the Drawings and in accordance with the manufacturer's requirements. Rod threads shall be nicked so as to prevent removal of the receptacle.

3.04 BICYCLE RACK INSTALLATION

- A. Bike Racks shall be installed as shown on the details.
- B. Contractor shall core the unit pavers to accept anchors as indicated on the Drawings.
- C. Contractor shall provide sufficient bracing and blocking to support bicycle rack unit during installation and proper curing of the non-shrink setting grout as indicated on the Drawings.

3.05 BENCH INSTALLATION

- A. Bench shall be installed per manufacturer's recommendations with fasteners same as for Trash Receptacles.
- B. Contractor shall core the unit pavers to accept anchors as indicated on the Drawings.
- C. Contractor shall provide sufficient bracing and blocking to support bench frames during installation of the concrete around the frames as shown on the details.
- D. Contractor shall complete assembly of bench components.

3.06 NEWS STAND SCREEN INSTALLATION

- A. Form metal fabrications from materials of size, thickness, and shapes indicated but not less than that needed to comply with performance requirements indicated. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support. Use type of materials indicated or specified for various components of each metal fabrication.
- B. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges.
- C. Weld corners and seams continuously to comply with AWS recommendations and the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.

4. At exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing and contour of welded surface matches those adjacent.
 5. All welding shall be completed prior to application of paint finish.
- D. Provide for anchorage as indicated Drawings; coordinate with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.
 - E. Structural Performance of Screen Systems: Engineer, fabricate and install railing systems to withstand the following structural loads without exceeding the allowable design working stress of the materials for railing systems, anchors, and connections. Apply each load to produce the maximum stress in each of the respective components comprising handrails and railing systems.
 1. Top Rail of Screen System: Capable of withstanding a concentrated load of 200 lbf (890 N) applied to 1 sq. ft. (0.09 sq. m) at any point and in any direction in the system including panels, pickets, balusters, or other elements composing the system.
 - F. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installation. Set metal fabrication accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
 - G. Provide temporary bracing or anchors in formwork for items that are to be built into concrete masonry or similar construction.
 - H. Field Welding: Field welding is not permitted.
 - I. Adjust fencing prior to anchoring to ensure matching alignment at abutting joints. Space posts at spacing indicated, or if not indicated, as required by design loadings. Plumb posts in each direction.
 - J. Anchor posts in concrete by core drilling holes not less than 5" deep and $\frac{3}{4}$ " greater than outside diameter of post. Clean holes of all loose material, insert posts and fill annular space between post and concrete with non-shrink, nonmetallic grout or anchoring cement mixed and placed to comply with anchoring material manufacturer's directions.

3.07 CLEAN-UP

- A. The area shall be kept clean at all times, and following installation, all materials and debris shall be removed from the area.
- B. Marred areas on metal finishes shall be touched-up with primer and two coats of paint.
- C. Exposed mounting hardware shall be touched-up with primer and two coats of approved paint.
- D. Acid solutions, steel or any other wool, or any other harsh abrasives shall not be used.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. BENCHES, TRASH RECEPTACLES, BICYCLE RACKS, and NEWS STAND SCREENS shall be measured and paid for at the contract unit each, with excavation and backfill, cor-

ing of unit paver surfaces, proper finishes and accessories, and all items incidental to construction of same, complete and in place.

4.02 PAYMENT

- A. BENCHES, TRASH RECEPTACLES, BICYCLE RACKS and NEWS STAND SCREENS shall be paid for at the contract unit price each, complete and in place.

PRECAST MEDALLIONS

PART 1 - GENERAL

1.01 WORK INCLUDES

A. Contractor shall:

1. Furnish and install precast concrete medallions as indicated on the drawings and as specified.

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM).

1. ASTM C-150
2. ASTM C-33
3. ASTM C-260
4. ASTM C-494
5. ASTM C-128
6. ASTM C-31

B. Precast/Prestressed Concrete Institute (PCI)

C. American Concrete Institute (ACI)

1. ACI-318

1.03 SUBMITTALS

A. Shop drawings

1. Engineer will furnish camera-ready electronic file of medallions for contractor's use.
2. Submit shop drawings of all precast concrete items showing details for all precast items. Details shall also show all reinforcing.

B. Samples

1. Submit one sample, 6" x 6" size, for each color.
 - a. Sample to be submitted for color and texture.
 - b. Match Architect's sample.
2. Submit copy of Quality Assurance and Procedure Program

C. Performance requirements

1. Comprehensive strength: 5,000 psi
2. Air content: 6-8%
3. Water-Cement ratio: 0.45:1

D. Certification

1. Suppliers shall furnish certification attesting that materials meet specification requirements.

1.04 QUALITY ASSURANCE

- A. PCI Standards: Comply with specified provisions and recommendations of the Precast/Prestressed Concrete Institute (PCI).
- B. ACI Manual of Concrete Practice: Comply with specified provisions and recommendations of the American Concrete Institute (ACI).
- C. Manufacturer's instructions: In addition to specified requirements, comply with precast concrete manufacturer's instructions and recommendations for substrate preparation, material storage, mixing and application, finishing and curing.
- D. Qualifications: Precast Concrete Manufacturer and Trade Contractor must have a minimum of five years successful experience on projects of similar magnitude and complexity to that indicated project.
- E. Manufacturer to supply a written Quality Assurance Program and Procedure Manual.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Packaging and shipping: Precast concrete to be palletized and shrink wrapped, delivered in original unopened packaging with legible manufacturer identification, including size, piece number, quantities, manufacturer date and inspector's initials.
- B. Storage and protection: Precast concrete to be stored in secure area in original packaging. Protect from damage by other trades.
- C. Once delivered, protect precast medallion components from damage. Damaged components shall be replaced by the Contractor at no additional cost to the Owner
- D. Provide blocking and lateral support during transport and storage which is clean, non-staining, and will not cause harm to exposed finishes.
- E. Protect edges of exposed members to prevent staining, chipping, or spalling.

1.06 WARRANTY

- A. Manufacturer/installer shall warrant installed system for a period of one (1) year from date of substantial completion against failure of workmanship and materials.

PART 2 - PRODUCTS

2.01 PRECAST MEDALLIONS

- A. Medallions are to be fabricated of precast concrete approximately 4" thick, as indicated on the Drawings.
- B. Medallions shall be partially shot blasted as indicated on the Drawings.

2.02 MATERIALS

- A. Portland Cement: ASTM C-150 specifications for Portland Cement.
- B. Aggregates: All aggregates to meet ASTM C-33 specifications, cleaned and properly graded to size. Aggregates shall be blended to meet individual project requirements.

- C. Coloring: Pigments used shall be inorganic, resistant to alkalinity and used per manufacturer's recommendations.
- D. Reinforcement and hardware
 - 1. To conform to ACI and manufacturer's design.
 - 2. Reinforce precast with deformed rods or wire or both, as recommended by precast concrete manufacturer.
- E. Sealer: Colorless, pure acrylic, water-repellent, penetrating sealer. Sealer to maintain natural look of concrete surface with no glaze or gloss, darkening or color change.

2.03 MANUFACTURED UNITS

- A. Sizing tolerances
 - 1. All units to conform to shop drawings, with a 1/16" tolerance in dimension.
- B. Precast surfaces and edges
 - 1. All exposed edges to have minimum 1/8" chamfer to prevent shipping.
 - 2. Finished surfaces to match approved control sample.
 - 3. All precast concrete finished surfaces to be sealed with a sealer approved by the manufacturer.

2.04 THIN SET MORTAR BED COMPONENTS

- A. The manufacturer of the mortar shall have been regularly engaged producing these materials a minimum of ten (10) years, and shall have a minimum of three (3) successful installations of this type, each at least five (5) years old.
- B. The manufacturer of the mortar shall provide a written five (5) year warrantee for the installation which shall include materials and labor.

C. Mortar Types:

1. Setting Bed Mortar

- a. Setting bed mortar shall be factory blended thin set mortar mix with filler powder.
- b. The mortar shall be weather, frost and shock resistant and shall meet the following physical requirements:

Density:	102 lbs./cubic foot (minimum)
Compressive Strength:	5,000 psi (minimum)
Shear Bond Strength:	500 psi (at 72 hours, minimum)

- c. Mortar shall be mixed and gauged properly in accordance with manufacturer's specifications for the application.

PART 3 - EXECUTION

3.01 PREPARATION

- A. All surfaces shall be properly prepared and level prior to installation of medallions. Contractor shall coordinate installation of medallions with work of other trades and with work of other contractors.

- B. The location and layout of each medallion shall be properly staked in the field according to the drawings. Before excavation for foundations begin, the Contractor shall contact the Engineer to review and obtain approval of the layout of each medallion.
- C. Concrete foundations for mortar set medallions shall be prepared and installed per the Standard Specifications.

3.02 THIN SET MORTAR SETTING BED PREPARATION

- A. Verify surfaces to which setting mortars are to be applied to are correct within the allowed tolerances, to line and grade, without any depressions or high points and slope uniformly to drains at the required pitches.
- B. Beginning of installation means acceptance of existing conditions.
- C. No pave setting work shall be performed when the ambient temperature is or is predicted to be below 40°F. No work shall be performed in a substrata in which standing water, ice or frost are present.
- D. Thoroughly clean concrete slab to remove all stains, dirt and dust. If necessary, scrub concrete surface with mild soap and water applied with stiff fiber brushes. Rinse well with clean water.

3.03 PRECAST MEDALLION INSTALLATION

- A. Precast Medallions shall be installed using thin set mortar setting bed as recommended by the mortar manufacturer.
- B. An even layer of mortar shall be applied to the surface of the concrete foundation. Thickness of the mortar shall be as required by the mortar manufacturer.
- C. Precast medallions shall be carefully installed on the mortar bed. Mortar shall not be splashed onto the top surface of the medallion components. Medallion components shall be installed "hand tight" and no mortar shall be placed between medallion components.
- D. Medallions shall be protected during the curing process to prevent shifting of the medallion components.
- E. After medallions have sufficiently cured, Contractor shall protect the surface of medallion from foot or vehicular traffic by using plywood, heavy plastic or other means to protect the medallions.
- F. All precast shall be sealed with manufacturer-approved sealer.

3.04 CLEAN-UP

- A. The area shall be kept clean at all times, and following installation, all materials and debris shall be removed from the area.
- B. Acid solutions, steel or any other wool, or any other harsh abrasives shall not be used.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. PRECAST MEDALLIONS shall be measured at the contract unit price each, including, but not limited to, all labor, materials, and equipment necessary to install these items. Concrete foundations, setting grouts and other accessories shall be included.

4.02 PAYMENT

- A. PRECAST MEDALLIONS shall be paid for at the contract unit price per each, complete and in place. Precast medallions shall not be differentiated for payment based on type.

UNIT PAVERS
UNIT PAVERS, TACTILE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Contractor shall provide all equipment and materials, and do all work necessary to construct concrete unit paver paving on an asphalt setting bed, as indicated on the Drawings and as specified herein.

1.02 RELATED WORK

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.03 PAVER DELIVERY

- A. Pavers shall be fabricated and delivered to the Project area by the paver manufacturer.
- B. Contractor shall coordinate all deliveries of paver materials including placing delivery orders with the manufacturer in order to prevent on-site shortages during construction.
- C. Contractor shall be responsible for moving pallets of pavers once off-loaded by the manufacturer. Contractor shall always have necessary equipment on-site to move and transport paver materials.
- D. Deliver, handle and install pavers in such a manner as to prevent damage. Units shall be stored above ground on pallets. Pallets shall be clean and non-staining. All damaged or otherwise unsuitable paver material shall be immediately removed from the job site.

1.04 PROTECTION

- A. Contractor shall protect adjacent surfaces (including, but not limited to, windows) from damage. Contractor shall clean, repair or replace (as determined is needed by the Engineer to restore to their original condition) any and all damaged surfaces immediately after installation of new paver surfaces.

1.05 QUALITY ASSURANCE

- A. Except as modified herein, the work shall be in accordance with the applicable portions of the Standard Specifications.
- B. Installation shall be by a contractor and crew with at least five (5) years experience in placing interlocking concrete unit pavers on projects of similar nature both in terms of extent and type of paver installation.
- C. Precast concrete paver supplier shall furnish copies of tests that have been performed in accordance with ASTM C140 and ASTM C67.

1.06 QUALIFICATIONS

- A. Contractor shall provide evidence that his firm or other entity proposed for paving work has specific experience meeting the following criteria:
 - 1. Experience installing unit pavers using sand and bituminous setting beds.

2. Installed (within past three years) a minimum of 100,000 square feet per year for the past three years of paving using sand and bituminous setting beds.
3. The same experienced supervisory personnel will be made available for this project. Provide resume and qualifications of all supervisory personnel.

- B. If requested, the paving firm shall submit list of comparable projects setting forth description, square footage, location and knowledgeable references with addresses and phone numbers.

1.07 SUBMITTALS

- A. Contractor shall submit to the Engineer a minimum of 16 square feet of each color of each type paver for approval. Submittal shall indicate the full range of pavers in the specified color. The samples shall be installed in a mock-up to indicate the proposed paving pattern and range of color blend.
- B. Final color selection shall be as approved by the Engineer.
- C. Shop or product drawings and product data shall be submitted.
- D. Sieve analysis for grading of joint sand shall be submitted.
- E. Test results shall be submitted from an independent testing laboratory for compliance of paving unit requirements to 'ASTM C 936 or other applicable requirements.

1.08 ACCESS TO BUSINESSES AND HOMES

- A. During the installation of pavers and related base, the Contractor shall keep driveways and entrances serving the businesses and homes clear and available to the Owner and the business' employees at all times. Customer access shall be maintained during normal business hours. Contractor shall be responsible for providing temporary structures such as wooden bridges, ramps, or walkways as required to provide the public safe, secure, and recognizable access ways to businesses during construction.
- B. Contractor shall complete paver installation at corners first, including cutting pavers, before completing other areas.

1.09 INSPECTIONS

- A. At the completion of paver installation, including all cutting, trimming, sanding and other adjustments, the Contractor shall request a review of the installation by the Engineer.
- B. The review by the Engineer and Contractor will identify defective and deficient areas which require correction in paver installation.
- C. Defective areas shall be immediately corrected by the Contractor. Defective areas will not be included in pay application quantities until corrective measures have been taken and accepted by the Engineer.
- D. When the paver installation is "Substantially Complete", as determined by the Engineer, the warrantee period shall begin.
- E. At the end of the warrantee period, the Contractor, Owner, and Engineer will review the paver installation and identify defective areas which require correction.

F. Defective items include, but are not limited to, the following:

1. Settlement or heaving between pavers and adjacent surfaces where the height differential between adjacent individual pavers exceeds one-eighth ($\frac{1}{8}$) inch.
2. Cracked, chipped or otherwise broken pavers.

G. Defects in pavers, such as manufacturing defects, will constitute installation defects. Defective pavers shall not be installed and, if installed, shall be replaced as directed by the Engineer.

H. If defects develop during the warranty period and prior to the final inspection, the Owner will contact the Contractor to arrange an interim review of the paver installation. Defective paver areas will be repaired and/or replaced (as applicable) by the Contractor immediately.

1.10 REPLACEMENT PAVERS

A. Where paver installation has failed, or is defective, and additional pavers are required for correction, the Contractor shall provide replacement pavers at no additional cost to the Owner.

1.11 MOCK-UP INSTALLATION

A. Prior to the start of paver work, construct a mock-up of the paver pattern for the Owner and Engineer to review. The mock-up will be at the project site at a location mutually agreed to by the Owner and Engineer.

B. Construct a minimum 5' wide \times 10' long area of all typical unit pavers with all setting beds, joints and edge details and pattern as shown on the Drawings.

C. After review of the mock-up, it shall be retained and used as a standard of quality for all the paver work. At completion of the work, remove the mock-up installation and related materials from the project site. If the mock-up is incorporated into the actual construction, record its actual location and size on the "as built" record drawings for the project.

D. The mock-up (if not incorporated into the actual work) shall be incidental to paver work. No separate payment shall be made.

PART 2 - PRODUCTS

2.01 UNIT PAVERS, GENERAL

A. All pavers (UNIT PAVERS and UNIT PAVERS, TACTILE) furnished for this project shall meet the following specifications:

1. Pavers shall meet the minimum material and physical properties set forth in ASTM C 936, "Standard Specification for Interlocking Concrete Paving Units", which include the following requirements:
2. PAVERS shall have an average minimum compressive strength of 8,000 psi (with no individual paver under 7,200 psi); and average 5 % maximum cold water absorption (with no individual paver greater than 7%).
3. All pavers shall meet the requirements for ASTM Designation C902, Standard Specification for Pedestrian and Light Traffic Paving Brick, Class SX, Type I, Application PX.

4. Pavers shall conform to severe freeze-thaw test requirements of ASTM Designation C67 on sampling and testing brick. Resistance to 50 freeze-thaw cycles, when tested according to ASTM C 67, with no breakage greater than 1.0% loss in dry weight of any individual unit. This test method shall be conducted not more than 12 months prior to delivery of units.
5. Tolerances on Dimensions shall be within the allowable range as classified under the ASTM Designation C902.
6. Texture and color variation on pavers shall meet ASTM Designation C216, Type FBS.
7. The rating for efflorescence shall meet test requirements C67 as classified under ASTM Designation C902.
8. All concrete pavers (except tactile unit pavers) shall have spacer bars on their sides and be coated with a factory applied, matte finish sealer.

2.02 PAVER MANUFACTURERS

- A. All pavers (UNIT PAVERS and UNIT PAVERS, TACTILE) furnished for this project shall be as manufactured and furnished by one of the following, or approved equal:
- B. Unilock, 301 E. Sullivan road, Aurora, IL, 60505, Phone (630) 892-9191, or approved equal. Pavers shall be IL Campo pavers of the following size and colors:

Nominal Size	Actual Size
6" x 6" x 2 3/4"	15 cm x 15 cm x 7 cm

1. Color and Texture, Unit Paver, Type A = Heritage Brown
 2. Color and Texture, Unit Paver, Type B = Coffee Creek
- C. Wausau Tile - Chicago, 736 West Fullerton Parkway, Chicago, IL, 60614, Phone (773) 528-9230, or approved equal. Pavers shall be Type 3 FDX pavers of the following size and colors:

Nominal Size	Actual Size
6" x 6" x 2 3/4"	15 cm x 15 cm x 7 cm

1. Color and Texture, Unit Paver, Type A = Type 3, FDX 4008
2. Color and Texture, Unit Paver, Type B = Type 3, FDX 2008

2.03 UNIT PAVERS, TACTILE

- A. Shall meet all requirements of the Americans with Disabilities Act and be of the following size and colors:

Nominal	Actual
12" x 12"	30 cm x 30 cm x 7 cm

1. Color = Red

2.04 AGGREGATE BASE COURSE

- A. This material is not a part of this item and is specified and paid for as AGGREGATE BASE COURSE, TYPE B 4".

2.05 PCC UNDERLAYMENT, 5"

- A. See PCC Underlayment, 5", for this Work.

2.06 ASPHALT SETTING BED COMPONENTS

- A. Asphalt Cement: Shall conform to ASTM D3381 with a viscosity grade of AC 10 or AC 20.
- B. Aggregates: Clean, hard sand with durable particles and free from adherent coating, lumps of clay, alkali salts, and organic matter. Sand shall be uniformly graded from coarse to fine with all passing the No. 4 sieve and shall meet screen analysis test, ASTM C136.
- C. Mix Ratios: 7 percent asphalt (by weight), 93 percent aggregates (by weight). Each ton shall be apportioned by weight in the approximate ratio of 145 pounds asphalt cement to 1,855 pounds aggregate.
- D. Mix Requirements: Asphalt setting bed shall be plant mixed and heated to approximately 300°F.
- E. Contractor shall determine exact proportions to produce the appropriate mixture for construction of the bituminous setting bed to meet construction requirements.
- F. Setting Bed Primer: Shall conform to ASTM D 2028—Standard Specification for Cutback Asphalt (Rapid-Curing Type).

2.07 NEOPRENE TACK COAT COMPONENTS

- A. Mastic (asphalt adhesive):
 - 1. Solids (base): 75 percent \pm 1 percent.
 - 2. Pounds/gallon: 8–8.5 pounds/gallon
 - 3. Solvent: Varsol (over 100°F flash)
- B. Solids (base):
 - 1. 2 percent Neoprene.
 - 2. 10 percent Fiber.
 - 3. 88 percent Asphalt.
 - 4. Melting Point: ASTM D-36, 200°F. minimum.
 - 5. Penetration: 77°F 100 gram load, 5-second (0.1 mm) 23–27.
 - 6. Ductility: ASTM D-113 at 25°C, \pm 0.5°C (77°F \pm 0.9°F) 5 cms per minute
- C. Contractor shall submit catalog sheets of material which meets or exceeds above requirements.

2.08 PAVER JOINT MATERIAL

- A. Sand: Dry sand conforming to ASTM C-144 with all particles passing the No. 16 sieve.

PART 3 - EXECUTION

3.01 GENERAL

- A. Asphalt setting beds are used in installing all of the pavers used in this contract.
- B. Contractor shall cooperate and coordinate with the paver material suppliers for delivery dates and/or storage/staging area locations. Contractor shall place orders for pavers with sufficient lead time to prevent on-site shortages. Contractor assumes responsibility for protection of pavers from damage or theft.
- C. All pavers shall be installed per the respective manufacturer's recommendations.
- D. No paver setting work shall be performed when underlayment (as required) has free moisture, ice, or snow, or when the underlayment is frozen.
- E. Concrete underlayment shall be sound, clean, and free from debris and materials or substances. The top surface of concrete underlayment slab shall not vary more than one half ($\frac{1}{2}$) inch from its proposed elevation.
- F. No asphalt setting bed work shall be performed when the ambient temperature is below 45°F or at 45°F and falling, or at any time when the setting bed stiffens before paver units are installed.
- G. Asphalt setting beds shall be protected at all times. Under no circumstances shall bituminous setting beds be driven on, walked on by the general public, or left to weather, or used to store or stage materials. Setting beds which have been disturbed as described above or for any other reason shall be subject to complete rejection by the Engineer.

3.02 PAVER CUTTING

- A. To reduce dust during paver installation, pavers shall only be cut using wet cutting saws or, dry saws with a self-contained vacuum system (at saw blade). No dry cutting (without vacuum system) will be permitted.
 - 1. Contractor is encouraged to shop cut standard shapes required in the installation of the paver system such as standard bevel cuts, angles and other frequently used pieces.
 - 2. If pavers are wet cut, the Contractor shall clean daily adjacent horizontal and vertical surfaces of all slurry, debris and over spray created by wet cutting operations.
 - 3. If pavers are dry cut, the Contractor shall maintain such system to optimize its performance by changing or emptying filter bags, or other required activities.
- B. Cut pavers shall be placed in areas shown on the details in the plans. "L" shaped pavers shall be avoided where possible.
- C. Pavers shall be cut radially when joints between pavers on curves exceed $\frac{1}{8}$ inch.
- D. Radial cut pavers shall be created by trimming both sides of the paver. Cutting on only one side of a radial paver is not acceptable.

- E. The following cutting criteria (for both concrete and clay, unless otherwise indicated) shall apply:
 - 1. Pavers with large chips in them shall not be used if they would be visible. Large chips are defined as any paver where the chipped edge exceeds 1¼" along any one edge (visible to view).
 - 2. Concrete pavers shall be cored or notched (as applicable) in order to accommodate small round utility and other objects that would occur entirely within the borders of a paver(s) and/or where saw cutting would not produce a tight, uniform fit.

3.03 EXCAVATION, SUBGRADE AND AGGREGATE BASE INSTALLATION

- A. Excavation, subbase preparation and aggregate base installation are not a part of this section and are specified and paid for elsewhere in the Project Manual.

3.04 PCC UNDERLAYMENT

- A. See PCC Underlayment, 5", for this Work.

3.05 UNIT PAVER INSTALLATION—ASPHALT SETTING BED

- A. Setting bed shall be protected from damage prior to setting pavers.
- B. Pavers shall be set on sand setting bed. Setting shall be done by competent workmen under adequate supervision and in accordance with manufacturer's recommendations.
- C. Pavers with chips, cracks, or other structural or aesthetic defects or those rejected by the Engineer shall not be used.
- D. Pavers shall be set true to the required lines and grades in the pattern detailed on the Plans. Pavers shall be tightly butted. Joints between pavers shall be uniform and shall be a minimum 1/16" and a maximum 1/8 inch wide. There shall be no raised edges, either pavers or materials adjacent to pavers, that could allow someone to trip. The tolerance for such edges shall be 0"—1/8" maximum in range.
- E. After a sufficient area of pavers has been installed, the pavers shall be compacted by running a mechanical vibratory compactor over the paved surface until the pavers are uniformly leveled, true to grade, and totally immobilized.
- F. Where required, pavers shall be accurately cut with a masonry or concrete saw. Cut edges shall be plumb and straight. Scoring and mechanical breaking shall not be acceptable.
- G. Joints between pavers shall be filled by sweeping sharp sand into the joints. When joints are filled, paver surfaces shall be swept clean of sand.
- H. Paver edgings shall be installed per manufacturer's recommendations.

3.06 TACTILE PAVER INSTALLATION

- A. Tactile pavers shall be installed same as UNIT PAVERS, as indicated on the plans.
- B. Tactile pavers shall be installed without cutting.
- C. Finished tactile paver pattern shall run perpendicular to the primary direction of pedestrian travel.

- D. Tactile pavers shall be installed in the patterns shown in the details on the plans.

3.07 CLEANING OF PAVED SURFACE

- A. After completion of pavers, paver installation areas shall be thoroughly swept clean and surfaces shall be left unsoiled. Where required by the Engineer, surfaces shall be cleaned with water or, an approved cleaner.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. The following items shall be paid for at bid unit price per square foot measured in place and such price shall include all labor, materials, and equipment necessary to perform the work as herein specified, including, but not limited to, P.C.C. Underlayment, 5".
 - 1. UNIT PAVERS
 - 2. UNIT PAVERS, TACTILE
- B. Excavation, subgrade preparation and granular base material and installation are specified elsewhere and shall be paid for separately.
- C. The cost of the contractor's repair of existing building components damaged due to construction and/or the Contractor's construction operations shall be at no additional cost to the Owner. No separate payment shall be made.

4.02 PAYMENT

- A. UNIT PAVERS; and UNIT PAVERS, TACTILE shall be paid for at the contract unit price per square foot, complete and in place. UNIT PAVERS shall not be differentiated for payment based on color.

PCC UNDERLAYMENT

PART 1 - GENERAL

1.01 WORK INCLUDES

A. Contractor shall provide:

1. All equipment and materials, and do all work necessary to construct concrete underlayment for unit pavers as indicated on the drawings and as specified herein.

1.02 RELATED WORK

- ##### A. Drawings and general provisions of Contract, including General and Special Provisions and other Divisions 1-16 Specification Sections, apply to this Section.

1.03 REFERENCE STANDARDS

- ##### A. Work for P.C.C. UNDERLAYMENT shall conform with Section 420 of the Standard Specifications, except as hereinafter modified or specified.

1.04 SUBMITTALS

- ##### A. Submittals shall be in accordance with the Standard Specifications.
- ##### B. Submit manufacturer's data for approval by the Engineer.
- ##### C. Submit concrete mix report for approval by the Engineer.

1.05 JOB CONDITIONS

- ##### A. Environmental Requirements: Concrete shall not be placed when air temperature is 45°F and falling. Placement will be permitted if air temperature is 40°F and rising.

1.06 PROVISIONS FOR CURING TEST SAMPLES

- ##### A. The Contractor shall be required to provide storage space, meeting the approval of the Engineer, for the initial curing of quality control test specimens made on the project. The storage space shall be such that it will give full protection against direct sunlight, the elements, pilfering and damage. When requested by the Engineer, heat shall be provided by the contractor, with a minimum temperature of 60°F maintained for as long as required.

1.07 PROTECTION

- ##### A. Contractor shall protect adjacent surfaces from concrete splash and damage. Contractor shall immediately clean, repair or replace adjacent surfaces to original condition or better, after installation of new concrete surfaces.

1.08 ACCESS

- ##### A. Contractor shall maintain access to building entrances, drives and alleys during concrete work.
- ##### B. Where possible, Contractor shall schedule concrete work for times of the day outside of the business hours of the adjacent business. Construction of underlayments shall be staged to maintain vehicular and pedestrian traffic.

PART 2 - PRODUCTS

2.01 CONCRETE MATERIALS

- A. In accordance with Article 1020 of the Standard Specifications. Unless otherwise specified, concrete shall be Class SI having a minimum 14-day strength of 3500 psi.

2.02 JOINT FILLER MATERIAL

- A. Joint filler material shall be a non-extruding asphalt-impregnated fiber board of a width as specified on the Drawings and in accordance with Article 751 of the Standard Specifications. Joint filler shall extend from the bottom of the slab to the top of the joint or, where sealant is required, to the depth necessary to accommodate the sealant system.

2.03 REBAR AND DOWEL ROD

- A. Reinforcing bars and dowel rods used for expansion joints and other reinforcement of concrete shall be epoxy coated and of the size and type specified on the Drawings. One end of doweled rods shall be sleeved to permit free movement within one side of the slab.

2.04 AGGREGATE BASE COURSE

- A. This material is not a part of this item and is specified and paid for as AGGREGATE BASE COURSE, TYPE B 4".

PART 3 - EXECUTION

3.01 GENERAL

- A. The existing subgrade shall be thoroughly compacted and aggregate base course material installed in accordance with other sections of the Project Manual prior to installation of concrete underlayment.

3.02 CONCRETE UNDERLAYMENT

- A. Oil forms prior to placing concrete.
- B. Cross-slope all underlayments a minimum of ¼" per foot or as indicated on the plans or otherwise directed by the Engineer.
- C. Place concrete in one course construction of specified thickness.
- D. Surface of P.C.C. UNDERLAYMENT shall have a rough broom finish.
- E. Expansion and isolation joints:
 - 1. Install premolded joint filler where indicated on drawings and where walks abut vertical surfaces, other walks, and existing concrete construction. Extend Joint fillers to the full width and depth of the joint. Furnish joint fillers in one-piece lengths for the full width of slab to be placed, wherever possible.
- F. Concrete pours shall be ended at expansion or construction joints as indicated on the drawings. Partial (horizontal) slabs shall not be allowed.

- G. In areas where P.C.C. UNDERLAYMENT is installed, the Contractor shall install temporary asphalt fill wedges between underlayment and curbing to facilitate the movement of vehicular traffic. Required asphalt wedges shall be considered incidental to the work.

3.03 CLEAN UP

- A. In accordance with Section 424 of the Standard Specifications.

3.04 PROTECTION

- A. Cure all concrete for not less than seven (7) days after placement.
- B. Protect all surfaces from sun with membrane curing compounds.
- C. During hot weather, keep temperature of concrete below 90°F.
- D. During cold weather, keep temperature of concrete between 50°F and 70°F for 3 to 5 days.
- E. Protect from frost and rapid drying for 6 days.
- F. Properly erect warning barricades to prevent premature loading or tracking of fresh concrete.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. P.C.C. UNDERLAYMENT, 5", shall not be measured for payment but shall be considered included in the unit prices for UNIT PAVERS and UNIT PAVERS, TACTILE, specified elsewhere in this Project Manual.

4.02 PAYMENT

- A. PCC UNDERLAYMENT, 5" will not be paid for directly but shall be considered included in the unit prices for UNIT PAVERS and UNIT PAVERS, TACTILE, specified elsewhere in this Project Manual.

REMOVE AND RELOCATE SIGN NO. 1

This item shall consist of the removal and relocation of an existing metal parking sign in accordance with the notes and details shown on the Plans and in conformance with these Specifications.

The foundation shall be replaced to the same dimensions as currently exist (approximately 2' diameter × 5' depth). Concrete used for the foundation shall be Class SI concrete with a minimum strength of 3,500 psi at 14 days.

Protect sign during removal and installation from damage, including surface damage. Remove all old concrete footing material from the sign and dispose of legally. Sign shall be installed plumb and level. Any damage done to sign shall be repaired to the satisfaction of the Owner.

This Work shall be measured and paid for at the contract unit price each for REMOVE AND RELOCATE SIGN NO.1, which shall include all labor, materials and equipment necessary to complete the Work in place.

BANNERS

This item consists of furnishing and installing three (3) color banners on arms attached to streetlight poles, as indicated on the Drawings.

Banners shall be 30" × 94" in size, 100% solution dyed marine acrylic fabric, weather-resistant, with double-sided image wand with a center lining. Banner side seams and pole pockets shall be 4" double-rolled and double-stitched (not heat seared) with side seams for strength and to prevent fraying. Banners shall have grommets for nylon ties to anchor the banner tight to the pole. Banners shall not have wind slits.

Installed banners shall be warranted for one year and come with a five year manufacturer's warranty against loss of color or strength from normal exposure conditions, including sunlight, mildew, rot and atmospheric chemicals.

FLAGS

This item consists of furnishing and installing US flags to metal arms on streetlight poles, as indicated on the Drawings.

Flags shall be 3'-0" x 5'0" in size, weigh 0.95 lbs., and be of high-grade, crafted, 2-ply, 100% polyester bunting. Stripes (red) shall be sewn and stars (white) embroidered. All seams shall be double-stitched and fly ends have either 2, 4 or 6 rows of double stitching for added durability. Grommets shall be solid brass.

Provide 3/4" diameter x 5' long rods that insert into flag holder bracket on light poles to carry flags. Arms shall be painted same as light poles and have an end cap to retain the flag.

ENTRANCE SIGN

This item consists of furnishing and installing two entrance signs to streetlight poles as indicated on the Drawings. Signs shall be designed to meet AASHTO 2001 standards for 90 mph wind load. The Contractor shall provide all hardware necessary for attachment of the sign to the pole. Signs and related hardware shall be of high quality, aluminum. Paint finishing and colors to be as indicated on the Drawings. Paint system to be an exterior polyester powder coating having the following properties:

Test Results	Matte
Film thickness	2.5–3.5 mils
Gloss according to Gardner 60° (ASTM D523)	20–25°
Cross hatch adhesion test (ASTM D3359)	5B
Mandrel bending test (ASTM D522)	5 mm (³ / ₁₆ "
Impact test, ¹ / ₁₀ Dist. (ASTM D2794)	Up to 120 in-lb.
Pencil hardness (ASTM B3363)	2H (min)
Humidity resistance, 1,500 [h] (ASTM D2247)	Max. blistering 1 mm (0.04")
Acid salt spray resistance, 1,500 [h] (ASTM G85)	Max. undercutting 1 mm (0.04")
Specific gravity (ISO 8130-2)	1.2–1.7 g/cm (depending on pigmentation)

Painting shall be applied in strict accordance with paint manufacturer's specifications.

Contractor to provide complete shop drawings indicating all details of sign materials, construction, hardware and finishing. Spacing (kerning) of letters shall be done by sign manufacturer as part of the shop drawings.

This Work shall be measured and paid for at the lump sum contract price for ENTRANCE SIGN, which shall include all labor, materials and equipment necessary to complete the Work in place.

IRRIGATION SYSTEM

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. The site plan, draining plan, grading plan, utility plan and landscaping plan will affect the installation of the irrigation system. Coordinate to avoid conflicts.

1.02 INSPECTION OF SITE

- A. All prospective Bidders are urged to visit the project site to examine existing conditions and make note of any conditions which may pertain to this scope of work. Failure to do so will not relieve bidder of responsibility in connection with his work.

1.03 DESCRIPTION OF WORK

A. General:

1. The extent of irrigation Work is as shown on the Drawings.
2. Unless otherwise specified, the plans and specifications are intended to include everything obviously requisite and necessary for the proper installation and completion of the work, whether or not each necessary item is mentioned herein. The plans and specifications are intended to be cooperative and any item called for in one and not the other shall be binding as if called for in both.

- B. The system shall provide 100% coverage and uniformly irrigate all areas and perform as required by these plans and specifications:

1. Provide an underground irrigation system as shown on the drawings and specifications and as required by these plans and specifications.
 - a. Automatic irrigation system including piping, fittings, sprinkler heads, control wire, quick coupler valves, controllers, and accessories.
 - b. Excavating and backfilling irrigation system work.
 - c. Testing and adjusting of system.
 - d. "As-Built" drawings.
 - e. Winterization—shutdown—spring start-up.
2. All work required by the plans and specifications shall be accomplished by the Irrigation Contractor even though minor items required may not be specifically mentioned in the above listing.

- C. Drawings: The system layout is diagrammatic. Exact locations of piping, sprinkler heads, valves, and other components may need to be modified by the Contractor in the field at time of installation to allow for actual on site conditions. Proper spacing of sprinkler heads will be required to obtain satisfactory coverage. Minor adjustments in the system layout will be permitted to clear fixed obstructions. Any major revisions to the irrigation system shall be submitted in writing to the Engineer for approval. The final system layout must be acceptable to the Engineer.

- D. Verification of Plans and Specifications: It shall be the responsibility of the Irrigation Contractor to carefully examine the plans and specifications relating to this work for completeness, accuracy, and clarity. It is the irrigation contractors responsibility to obtain the most

current site survey, utility plans, landscape plans and any other document necessary to complete the installation of the irrigation system in cooperation with the site improvements. These documents may be obtained through contact with the Engineer. Any conflict, errors or clarifications request shall be immediately brought to the attention of the Engineer for written interpretation or instructions. No claim for increased compensation for additions, changes, or alterations will be considered unless written authorization is granted by Engineer's representative. Otherwise any additional materials and/or labor due to existing conditions shall be furnished under this contract.

- E. Irrigation Contractor is responsible for obtaining all permits required for installation of this work.

1.04 QUALITY ASSURANCE

A. Manufacturing Qualifications:

- 1. Provide the landscape irrigation system as a complete unit produced by acceptable manufacturers for all portions of the working equipment which includes heads, valves, controls and accessories. All irrigation products shall be purchased from a local irrigation supply company.

- B. Work and materials shall be in accordance with the latest rules, and other applicable state or local laws. Nothing in the Contract Documents is to be construed to permit work not conforming to these codes.

- C. Contractors Qualifications: Bidding contractors shall have a minimum of three years experience in the construction of a job of similar size and complexity.

- 1. Provide the General Contractor a list of five equivalent irrigation system installations, performed in the last five years, incorporating the following information:
 - a. Name and address of product.
 - b. Name and address of Engineer.
 - 1) Contact person
 - c. Name and address with whom contract was with.
 - 1) Contact person

D. Requirements of regulatory agencies and utilities:

- 1. System shall comply with the latest requirements of all state and local codes and ordinances.
- 2. System shall comply with the latest rules and requirements by all utility companies involved.
- 3. Nothing in the contract documents is to be constructed to permit work not conforming to these rules, codes and ordinances.

- E. Electrical devices shall carry Underwriter's Laboratory labels.

- F. Required pressure testing shall be the responsibility of the Contractor.

- G. Materials, equipment, and methods of installation shall comply with the following codes and standards:

- 1. National Fire Protection Association (NFPA)
- 2. National Electric Code (NEC)

3. American Society for Testing and Materials (ASTM)
4. The Irrigation Association (IA)
5. American Water Works Association (AWWA)

1.05 SUBMITTALS

A. Manufacturer's Data:

1. Submit copies of manufacturer's specifications and instructions for all manufactured materials and products if other than those specified herein.

B. Record Drawings:

1. After completion of the work and before final acceptance, a set of scaled, reproducible record drawings, and two sets of prints showing the location of the complete work shall be submitted to the Engineer. Final payment and any retainage will not be released until these drawings are submitted and accepted by the Engineer.

C. Weekly Irrigation Schedule

1. Submit a weekly irrigation schedule based on an annual evapotranspiration rates, average rainfall etc. amounts or as directed by the Engineer.

1.06 WARRANTY

- A. The contractor shall furnish a manufacturer's written warranty to the effect that all heads, valves, and controllers will be warranted for a period of no less than two years to be free from defects and faulty workmanship, and that any defective heads, valves, or controllers shall be promptly repaired or replaced without additional cost to the Owner in accordance with that warranty.
- B. All materials other than those referred to in Paragraph A above shall be warranted for a period of one full year from the date of final acceptance.
- C. All installation labor used on this project will be warranted for one full year from date of final acceptance.

PART 2 - PRODUCTS

2.01 MATERIALS

A. General:

1. The materials chosen for the design of the sprinkler system have been specifically referred to by manufacturer (Rain Bird) so as to enable the Engineer to establish the level of quality and performance required by the system design. After award of contract and prior to beginning work, the Contractor shall submit for approval (3) copies of the complete list of materials which he proposes to install. No deviations from the specifications will be allowed.
2. Acceptable Manufacturers:
 - a. Rain Bird, Toro or Hunter (Rotor Heads, Spray Heads, Control Valves, Valve Boxes & Quick Couplers, Controllers, Rain Sensors & Pump Stations), or approved equal.

B. Main Line Piping

1. All main line piping shall be CI 200 PVC SDR 21 standard weight. All mainline 1"-2½" shall be solvent weld. All mainline 3" and larger shall be PVC gasket type. Pipe shall carry the N.S.F. seal of approval and meet the following specifications: ASTM 1120/1220, C.S. 256-63, or latest revisions.

C. Lateral Line Piping

1. All lateral lines down stream of the valves shall be CL 200 PVC SDR 21 for 1" pipe, CI 160 PVC SDR 26 for 1¼" and larger pipe, standard weight. Pipe shall carry the N.S.F. seal of approval and meet the following specifications: ASTM 1120/1220, C.S. 256-63, SDR 26 or latest revision

D. Pipe Fittings

1. All PVC fittings 1"-3" shall be solvent weld schedule 40 standard weight. Attachment shall be made with both a primer and a solvent cement as approved by the manufacturer. Glue type saddles may be used so long as they are ¾ round type units which grip the pipe. Saddles are to be bored or cut with appropriate equipment and holes are not to be burned into the pipe. All fittings 4" and larger shall be ductile iron with PVC gasket and hub configuration and retaining rings. Provide for concrete thrust blocks per manufactures recommendations where necessary on all 3" and larger fittings.

E. Automatic Valves

1. The remote control valves shall be a Rain Bird PGA-PRS-D Series, normally closed, 24 VAC 50/60 cycle solenoid actuated globe design capable of having a flow rate of the gallons per minute (GPM) indicated in the drawings. Field install PRS-D pressure regulating module to ensure optimum sprinkler performance. The valve pressure rating shall not be less than 150 psi.

F. Valve—Controller Communication

1. Communication between the controller and the valves shall be accomplished with copper wire with an exterior jacket which is U.L. listed for direct burial and sprinkler control. The contractor shall be responsible for correct wire sizing for distance and voltage loss.
2. A minimum of 14 gauge wire will be used and larger gauges used where voltage loss dictates. Common wire color shall be white. Station wires shall be all the same color for the entire run and number marked at all splices and connections. All field connections will be accomplished with wire nuts and will be made water tight and oxidation resistant through the use of 3M Skotch Kast "400" or DBY electrical insulating resin packs. Other brands are not acceptable. Use of sealant without container package is not permissible.

G. Valve Enclosures

1. All single automatic valves shall be enclosed in a Rain Bird 10" round fiberglass valve box with locking cover. All valve boxes are to be filled with a minimum of 6" of washed pea gravel below pipe level to ensure adequate drainage. Controller station numbers shall be marked on the valve box cover in a permanent manner.

H. Isolation Valves

1. All isolation valves shall be brass, threaded gate valves. Line size. Enclose in Rain Bird 10" round fiberglass valve box with locking cover.

I. Automatic Controller

1. The automatic controllers shall be Rain Bird Model ESP-MC with the number of stations as indicated on the drawing. The controllers shall be placed in the pump station housing in the approximate area as shown on the drawings, the exact location shall be determined by the Engineer at time of installation. All 120 VAC power to the controllers will be extended by the Engineers. Confirm a ground of 15 OHMS or less. Lightning protection devices are to be installed on the primary, secondary and two wire path as required by the manufacturer.

J. Rain Sensor

1. The rain sensors shall be a Rain Bird RSD-BEx Rain Sensor. Install per manufacturers instructions with each controller.

K. Sprinkler Heads

1. Small Turf Sprays

- a. The full or part circle pop-up spray head sprinkler shall be Rain Bird Model 1800-SAM-PRS Series capable of covering the radius and pattern as shown on the drawings at a minimum base pressure of 30 psi. The nozzle piston shall have a smooth external surface, riser wiper seal in cap, full-length stainless steel retraction spring, and filter screen. Sprinkler body constructed of non-corrosive heavy duty plastic. All parts shall be removable through top of unit by removal of threaded nozzle. The overall pop-up height shall be 4".

2. Small Shrub Sprays

- a. The full or part circle pop-up spray head sprinkler shall be Rain Bird Model 1800-SAM-PRS Series capable of covering the radius and pattern as shown on the drawings at a minimum base pressure of 30 psi. The nozzle piston shall have a smooth external surface, riser wiper seal in cap, full-length stainless steel retraction spring, and filter screen. Sprinkler body constructed of non-corrosive heavy duty plastic. All parts shall be removable through top of unit by removal of threaded nozzle. The overall pop-up height shall be 12".

3. Intermediate Turf Rotors

- a. The full or part circle sprinkler shall be Rain Bird 3500-SAM or 5000-SAM Series (as noted on the plans) single stream, water lubricated, gear drive type capable of covering the areas indicated on the drawings at a minimum base pressure of 55 psi. The part circle sprinkler shall have adjustable arc coverage of 40 to 360°. The sprinkler shall have a thread-on nozzle assembly whose installation shall not require any tools.

4. Large Turf Rotors

- a. The full or part circle shall be a Rain Bird 5505, single stream, water lubricated, gear drive type capable of covering a radius as indicated on the drawings at a minimum base pressure of 55 psi. The part circle sprinkler shall have adjustable arc coverage of 50 to 360°.

L. Quick Coupling Valves

1. Quick coupling valves shall be Rain Bird Model #3 RC. All brass construction with rubber cover. All quick coupling valves are to be enclosed in a Rain Bird 10" round fiberglass valve box with locking cover. Secure quick coupler by mounting on a 1" Lasco brass insert Snap-Lok Swing Joint with stabilizer elbow Model # G1-S-212. Provide

three (3) matching valve keys and swivel adapters. The quick couplers are to be set at such height that the valve box will not interfere with the operation of the valve key.

M. Sprinkler Risers

1. Sprinkler risers tapped $\frac{3}{4}$ " and smaller shall consist of a flexible riser pipe such as Rain Bird Swing Pipe. Compatible "no-clamp" insert fittings shall be employed if using this type of pipe.

PART 3 - EXECUTION

3.01 WATER SUPPLY

- A. Point of connection as shown and drawings and provided by the General Contractor for the irrigation contractor.

3.02 SYSTEM DESIGN

- A. Lay out work as accurately as possible to the drawings. The drawings, though carefully drawn, are generally diagrammatic to the extent that all offsets, fittings, and finished site conditions may not be shown.
- B. The contractor shall be responsible for full and complete coverage of all irrigated areas as to spacing and precipitation rates being matched and shall make any necessary adjustments to the system at no additional charge to the Engineer. Head spacing as shown on the drawings is predicated on the water supply at the point of connections being as indicated on the drawing. **Contractor shall verify said pressure before beginning the installation.** Report any deviation between the said pressure and the specified pressure to the Engineers authorized representative. Head spacing shall not exceed 55% of manufacturer's stated diameter.
- C. Any major revisions to the irrigation system must be submitted to the Engineer and answered in written form, along with any change in the contract price.

3.03 TRENCHING AND BACKFILLING

A. General:

1. Pulling, Excavating, and Trenching:

- a. Perform all excavations as required for the installation of the work included under this section, including shoring of earth banks to prevent cave-ins.
- b. All lateral pipe (2" and smaller) shall be pulled with a vibratory plow.
- c. If trenching, trenches shall be wide enough to allow a minimum of 6" between parallel pipe lines. If pulling, the same lateral distance shall be observed.

2. Underground Obstructions:

- a. Any unforeseen underground obstructions which might be encountered during the installation shall be brought to the attention of the Engineer immediately and work on that portion of the installation shall be suspended.
- b. Any additional expense involved in removing those obstructions or the re-routing of lines shall be submitted to the Engineer in writing and approved prior to continuing the installation.

3. Underground Utilities:

- a. It shall be the responsibility of the contractor to locate or have located all existing public underground utilities on that portion of the site which is affected by his work. All private underground utilities shall be located and marked by the Engineer. The Contractor shall contact the Engineer for verification that all private utilities have been located prior to construction. The Contractor will be responsible for the repair of any cuts, which are made by him in these utilities.

B. Minimum Cover

1. A minimum of 18" cover shall be held over all main lines and control lines. A minimum of 12" of cover shall be maintained over all lateral lines.

C. Backfill

1. All irrigation trenches shall be back-filled and compacted by mechanical means in 6" lifts to a minimum of 95% of the original density. Backfill material shall be of the same soil mix as excavated and free of any rocks or debris larger than ¾" in diameter. Where backfill occurs under walk and roadway pavements, provide and install granular trench backfill in accordance with the Standard Specifications. It shall be the irrigation contractor's responsibility to remove all larger debris from the premises and to furnish any additional soil which may be necessary to level the trenches. All disturbed areas are to be restored as specified by Engineer.
2. Contractor shall be responsible for repair of any irrigation trench settling which occurs during the first year after final acceptance.
3. Where pipe is pulled into the ground, all ditches will be compacted to original grade after pulling.

D. Pavements, Walks, Etc.

1. All mainline and lateral piping under any pavement (walks, roads etc.) and structures shall be installed in separate sleeves (min. Schedule 40 PVC) unless noted otherwise. Sleeves to be a minimum of twice (2x) the diameter of the pipe to be sleeved unless otherwise noted.
2. All piping under existing pavement and walkways will be bored with appropriate equipment unless otherwise noted. Where roadway cuts are required, the asphalt is to be saw cut, the sleeve installed, and surface restored to its original condition (by professionals engaged in pavement work) in accordance with the Standard Specifications.
3. All communication wire will be placed in separate sleeving under all pavement, walks, etc. in excess of 10' in width.
4. All sleeving called for in the drawings shall be sized according to the drawings and/or general notes. If sleeving is necessary in areas other than shown on the drawings, than size two sizes larger than the pipe being sleeved. Sleeving shall be a minimum of Schedule 40 PVC material.

3.04 INSTALLATION

A. General

1. Unless otherwise indicated, comply with requirements of the Local Plumbing Code.

B. Sprinkler Heads

1. Install heads at proper grade level as per manufacturer's recommendation.

2. Use only Teflon tape for sealing all heads and riser assemblies.

C. Circuit Valves

1. Install in valve box, arranged for easy adjustment and removal.
2. Adjust automatic control valves to provide flow at rated operating pressure required for each sprinkler circuit. If an over pressure condition exists, contractor shall install, at his expense, such pressure compensation devices as are necessary to bring the circuit or heads into proper operating range.

D. Piping

1. Lay pipe on solid sub-base, uniformly sloped without humps or depressions.
2. When pipe is pulled into the ground, all PVC pipe shall be solvent welded at least 24 hours before pulling.
3. All trenches shall be snaked, or the pipe snaked within the trench to allow for expansion and contraction.
4. A single strand of 14-1 wire, yellow in color, shall be run with all main line from the point of connection to the end of the main line. This single strand of wire shall be available for main line tracking.
5. Install thrust blocks behind elbows/tees and gate valves along 3" or larger mainlines.

E. Dielectric Protection

1. Use dielectric fittings at connection where pipes of dissimilar metal are joined.

F. Closing of Pipe and Flushing Lines

1. Cap or plug all openings as soon as lines have been installed to prevent the entrance of materials that would obstruct the pipe. Leave in place until removal is necessary for completion of the installation.
2. Thoroughly flush out all main water lines before installing valves.
3. Thoroughly flush out all lateral lines after installation and before attaching heads.

G. Communication Circuitry

1. All communication circuitry shall be run, wherever possible, with the main pipe line.
2. All splices shall be made at a valve box for easy access.
3. A minimum of 12" of either control wire shall be coiled at each valve.

3.05 TESTING AND TRAINING

A. Operational Testing

1. Perform operational testing after backfill is completed and sprinkler heads are adjusted to final position.
2. Demonstrate to the Engineer that the system meets coverage requirements and that automatic controls function properly.
3. Coverage requirements are based on operation of one circuit at a time.

B. Personnel Training

1. Contractor shall be responsible for the training of as many personnel as the Engineer shall deem necessary.
2. Contractor shall be responsible for one starting and one winterizing of the system during the appropriate times of the year after final acceptance by the Engineer as part of the training of the Engineer's personnel.
3. Contractor shall include general troubleshooting and operation of the system with reference to head, valve, and controller operation.
4. Contractor shall furnish a complete operation and maintenance manual to the Engineer's personnel. This manual shall include repair parts lists, assembly instructions, trouble-shooting guides, programming instructions, and recommended precipitation rates.

3.06 ADJUSTMENT

- A. After completion of grading, seeding or sodding, if applicable, Contractor shall return to the job site to perform any final adjustments to the system which might be deemed necessary.
- B. The contractor will be responsible for any pressure testing and start up of the system when construction is complete. The contractor will also be responsible for the winterization of the system after the first season of operation.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. IRRIGATION SYSTEM shall be measured at the lump sum contract unit price and shall include all labor, material, equipment and other items incidental to construction of same, complete and in place.

4.02 PAYMENT

- A. IRRIGATION SYSTEM shall be paid for at the lump sum contract unit price, complete and in place.

NON-SPECIAL WASTE WORKING CONDITIONS

This work shall be according to Article 669 of the Standard Specifications and the following:

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

General. Implementation of this Special Provision will likely require the Contractor to subcontract for the execution of certain activities. It will be the Contractor's responsibility to assess the working conditions and adjust anticipated production rates accordingly.

All contaminated materials shall be managed as non-special waste. This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances.

Any soil classified as a non-special waste shall be excavated and disposed of as directed by this project or the Engineer. Any excavation or disposal beyond what is required by this project or the Engineer will be at no additional cost to the Department. The preliminary site investigation (PSI) report, available through the District's Environmental Studies Unit, estimated the excavation quantity of non-special waste at the following location. The information available at the time of plan preparation determined the limits of the contamination and the quantities estimated were based on soil excavation for construction purposes only. The lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit which ever is less. The Environmental Firm shall continuously monitor for worker protection and the Contractor shall manage and dispose of all soils excavated within the following areas as classified below. Any soil samples or analysis without the approval of the Engineer will be at no additional cost to the Department.

1. Station 29+00 to Station 31+38 0 to 50 feet LT (Marathon Gasoline Station, Site #1340-3, 4000 West Touhy Avenue) – non-special waste. Contaminants of concern sampling parameters: BETX, PAHs, and Arsenic.
2. Station 12+08 to Station 13+90 0 to 50 LT (Marathon Gasoline Station, Site #1340-3, 4000 West Touhy Avenue) – non-special waste. Contaminants of concern sampling parameters: BETX, PAHs, and Arsenic.
3. Station 32+40 to Station 34+00 0 to 50 feet LT (Key Club Cleaners, Site #1340-5, 3948 West Touhy Avenue) – non-special waste. Contaminants of concern sampling parameters: VOCs, PAHs, and Arsenic.
4. Station 13+00 to Station 13+90 0 to 50 feet RT (Key Club Cleaners, Site #1340-5, 3948 West Touhy Avenue) – non-special waste. Contaminants of concern sampling parameters: VOCs, PAHs, and Arsenic.
5. Station 29+00 to Station 30+25 0 to 50 feet RT (Vacant Lot, Site #1340-2, 4007 West Touhy Avenue) – non-special waste. Contaminants of concern sampling parameters: BETX, PAHs, and Arsenic.

6. Station 10+10 to Station 12+08 0 to 50 feet LT (Vacant Lot, Site #1340-2, 4007 West Touhy Avenue) – non-special waste. Contaminants of concern sampling parameters: BETX, PAHs, and Arsenic.
7. Station 13+38 to Station 34+00 0 to 50 feet RT (Mobil Gasoline Station, Site #1340-4, 7169 North Crawford Avenue) – non-special waste. Contaminants of concern sampling parameters: BETX, PAHs, Arsenic, and TCLP Lead.
8. Station 10+60 to Station 12+08 0 to 50 feet RT (Mobil Gasoline Station, Site #1340-4, 7169 North Crawford Avenue) – non-special waste. Contaminants of concern sampling parameters: BETX, PAHs, Arsenic, and TCLP Lead.

Backfill pugs shall be place within the following locations.

1. Station 29+00 to Station 31+38 0 to 50 feet LT (Marathon Gasoline Station, Site #1340-3, 4000 West Touhy Avenue) – non-special waste. Contaminants of concern sampling parameters: BETX, PAHs, and Arsenic.
2. Station 12+08 to Station 13+90 0 to 50 LT (Marathon Gasoline Station, Site #1340-3, 4000 West Touhy Avenue) – non-special waste. Contaminants of concern sampling parameters: BETX, PAHs, and Arsenic.
3. Station 32+40 to Station 34+00 0 to 50 feet LT (Key Club Cleaners, Site #1340-5, 3948 West Touhy Avenue) – non-special waste. Contaminants of concern sampling parameters: VOCs, PAHs, and Arsenic.
4. Station 13+00 to Station 13+90 0 to 50 feet RT (Key Club Cleaners, Site #1340-5, 3948 West Touhy Avenue) – non-special waste. Contaminants of concern sampling parameters: VOCs, PAHs, and Arsenic.
5. Station 29+00 to Station 30+25 0 to 50 feet RT (Vacant Lot, Site #1340-2, 4007 West Touhy Avenue) – non-special waste. Contaminants of concern sampling parameters: BETX, PAHs, and Arsenic.
6. Station 10+10 to Station 12+08 0 to 50 feet LT (Vacant Lot, Site #1340-2, 4007 West Touhy Avenue) – non-special waste. Contaminants of concern sampling parameters: BETX, PAHs, and Arsenic.
7. Station 13+38 to Station 34+00 0 to 50 feet RT (Mobil Gasoline Station, Site #1340-4, 7169 North Crawford Avenue) – non-special waste. Contaminants of concern sampling parameters: BETX, PAHs, Arsenic, and TCLP Lead.
8. Station 10+60 to Station 12+08 0 to 50 feet RT (Mobil Gasoline Station, Site #1340-4, 7169 North Crawford Avenue) – non-special waste. Contaminants of concern sampling parameters: BETX, PAHs, Arsenic, and TCLP Lead.

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

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 as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27 the following entities:

The Village of Lincolnwood

Gewalt Hamilton Associates, Inc.

Land Design Collaborative, Inc.

KJWW Engineering Consultants P.C.

The entities listed above will be indemnified and held harmless in accordance with Article 107.26.

CEMENT (BDE)

Effective: January 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 only be used from April 1 to October 15.

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 only be used from April 1 to October 15.

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."

80166

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

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 15 % 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

Revise the fifth sentence 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)."

80178

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

ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)

Effective: January 1, 2007

Revised: April 1, 2007

- Page 60 Article 109.07(a). In the second line of the first paragraph change "amount" to "quantity".
- Page 207 Article 406.14. In the second line of the second paragraph change "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS, of the mixture composition specified;" to "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS;".
- Page 345 Article 505.08(l). In the third line of the first paragraph change "1/8 mm" to "1/8 in.".
- Page 345 Article 505.08(l). In the nineteenth line of the first paragraph change "is" to "in".
- Page 383 Article 516.04(b)(1). In the fifth line of the first paragraph change "drillingpouring" to "pouring".
- Page 390 Article 520.02(h). Change "1027.021" to "1027.01".
- Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:
"Excavation in rock will be measured for payment according to Article 502.12.
Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be measured for payment according to Article 202.07."
- Page 398 Article 540.08. Add the following two paragraphs after the fifth paragraph:
"Excavation in rock will be paid for according to Article 502.13.
Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be paid for according to Article 202.08."
- Page 435 Article 542.04(b). Delete the last sentence of the last paragraph.
- Page 465 Article 551.06. In the second line of the first paragraph change "or" to "and/or".
- Page 585 Article 701.19(a). Add "701400" to the second line of the first paragraph.
- Page 586 Article 701.19(c). Delete "701400" from the second line of the first paragraph.
- Page 586 Article 701.19. Add the following subparagraph to this Article:
"(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05."

- Page 587 Article 701.20(b). Delete "TRAFFIC CONTROL AND PROTECTION 701400;" from the first paragraph.
- Page 588 Article 701.20. Add the following subparagraph to this Article.
- "(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06."
- Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete "5.65 (TY III)", and add to the maximum cement factor for Class PC Concrete "7.05 (TY III)".
- Page 765 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria (metric), add to the minimum cement factor for Class PC Concrete "335 (TY III)", and add to the maximum cement factor for Class PC Concrete "418 (TY III)".
- Page 800 Article 1030.05(a)(12). Revise "Dust Collection Factor" to "Dust Correction Factor".
- Page 800 Article 1030.05(a)(14). Revise the first occurrence of Article 1030.05(a)(14) to Article 1030.05(a)(13).
- Page 809 Article 1030.05. Revise the subparagraph "(a) Quality Assurance by the Engineer." to read "(e) Quality Assurance by the Engineer."
- Page 946 Article 1080.03(a)(1). In the third line of the first paragraph revise "(300 µm)" to "(600 µm)".
- Page 963 Article 1083.02(b). In the second line of the first paragraph revise "ASTM D 4894" to "ASTM D 4895".
- Page 1076 In the Index of Pay Items delete the pay item "BITUMINOUS SURFACE REMOVAL – BUTT JOINT".

80168

HOT-MIX ASPHALT EQUIPMENT, SPREADING AND FINISHING MACHINE (BDE)

Effective: January 1, 2005

Revised: January 1, 2007

Revise the fourth paragraph of Article 1102.03 of the Standard Specifications to read:

“The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to uniformly place a non-segregated mixture in front of the screed. The distribution system shall have chain curtains, deflector plates, and /or other devices designed and built by the paver manufacturer to prevent segregation during distribution of the mixture from the hopper to the paver screed. The Contractor shall submit a written certification that the devices recommended by the paver manufacturer to prevent segregation have been installed and are operational. Prior to paving, the Contractor, in the presence of the Engineer, shall visually inspect paver parts specifically identified by the manufacturer for excessive wear and the need for replacement. The Contractor shall supply a completed check list to the Engineer noting the condition of the parts. Worn parts shall be replaced. The Engineer may require an additional inspection prior to placement of the surface course or at other times throughout the work.”

80142

HOT-MIX ASPHALT MIXTURE IL-4.75 (BDE)

Effective: November 1, 2004

Revised: April 1, 2007

Description. This work shall consist of constructing hot-mix asphalt (HMA) surface course or leveling binder with an IL-4.75 mixture. Work shall be according to Sections 406 and 1030 of the Standard Specifications, except as modified herein.

Materials.

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

“(c) Gradation. The fine aggregate gradation for High ESAL, Low ESAL, and All Other HMA shall be FA 1, FA 2, FA 20, or FA 21; except FA 21 will not be permitted for mixture IL-4.75.”

Revise the third sentence of Note 2 of Article 1030.02 of the Standard Specifications to read:

“The maximum percentage of RAP in any mixtures containing a polymer modified asphalt binder shall be ten percent.”

Revise the second sentence of Note 3 of Article 1030.02 of the Standard Specifications to read:

“For mixtures with an $N_{design} \geq 90$ and for mixture IL-4.75, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag meeting the FA/FM 20 gradation.”

Add the following note after Table 1 and after Table 2 of Article 1032.05(b) of the Standard Specifications:

“Note. When SBS/SBR PG76-22 or SBS/SBR PG76-28 are specified for mixture IL-4.75, the elastic recovery shall be a minimum of 80.”

Equipment.

Add the following paragraph after the second paragraph of Article 1102.01(a)(6) of the Standard Specifications:

“IL-4.75 mixtures which contain aggregate having absorptions greater than or equal to 2.5 percent, or which contain steel slag sand, shall have a minimum silo storage plus haul time of 1.5 hours.”

Add the following to Article 1102.01(a) of the Standard Specifications:

"(13) For mixture IL-4.75, mineral filler and collected dust (baghouse) shall be proportioned according to the following.

- a. Mineral filler shall not be stored in the same silo as collected dust (baghouse).
- b. Additional minus 200 material needed to meet the JMF may be entirely manufactured mineral filler.
- c. Collected dust (baghouse) may be used in lieu of manufactured mineral filler according to the following.
 1. Sufficient collected dust (baghouse) is available for production of the IL-4.75 mixture for the entire project.
 2. A mix design was prepared based on collected dust (baghouse).
- d. A combination of collected dust (baghouse) and manufactured mineral filler may be used according to the following,
 1. The amount (proportion) of each shall be established and not varied.
 2. A mix design was prepared based on the established proportions."

Mixture Design.

Add the following to the list of Illinois Modified AASHTO references in Article 1030.04 of the Standard Specifications:

"AASHTO T 305 Standard Method of Test for Determination of Draindown Characteristics in Uncompacted Asphalt Mixtures"

Add the following to Article 1030.04(a) of the Standard Specifications:

"(4) IL-4.75 Mixture. The Job Mix Formula (JMF) shall fall within the following limits.

IL-4.75, MIXTURE COMPOSITION	
Sieve	Percent Passing
1/2 in. (12.5 mm)	100
3/8 in. (9.5 mm)	100
No. 4 (4.75 mm)	90-100
No. 8 (2.36 mm)	70-90
No. 16 (1.18 mm)	50-65
No. 30 (600 µm)	35-55
No. 50 (300 µm)	15-30

No. 100 (150 μm)	10-18
No. 200 (75 μm)	7-9
AB Content	7% to 9%"

Add the following to Article 1030.04(b) of the Standard Specifications:

"(4) IL-4.75 Mixture.

VOLUMETRIC REQUIREMENTS IL-4.75	
Volumetric Parameter	Requirement
Design Air Voids	4.0 % at Ndesign 50
Voids in the Mineral Aggregate (VMA)	18.5 % minimum
Voids Filled with Asphalt (VFA)	82-92 %
Dust/AC Ratio	1.0
Maximum Draindown	0.3%"

Control Limits.

Add the following to the tables in Article 1030.05(d)(4) of the Standard Specifications:

"CONTROL LIMITS		
Parameter	IL-4.75 Individual Test	IL-4.75 Moving Ave. of 4
% Passing: ^{1/}		
1/2 in. (12.5 mm)		
No. 4 (4.75 mm)		
No. 8 (2.36 mm)		
No. 16 (1.18 mm)	± 4 %	± 3 %
No. 30 (600 μm)		
Total Dust Content No. 200 (75 μm)	± 1.5 %	± 1.0 %
Asphalt Binder Content	± 0.3 %	± 0.2 %
Voids	± 1.2 %	± 1.0 %

DENSITY CONTROL LIMITS		
Mixture Composition	Parameter	Individual Test
IL-4.75	Ndesign = 50	93.0% - 97.4% ^{2/}

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

CONSTRUCTION REQUIREMENTS

Leveling.

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

"Leveling Binder	
Nominal, Compacted, Leveling Binder Thickness, in. (mm)	Mixture Composition
≤ 1 1/4 (32)	IL-4.75, IL-9.5, or IL-9.5L
> 1 1/4 to 2 (32 to 50)	IL-9.5, IL-12.5, or IL-9.5L

The density requirements of Article 406.07(c) shall apply for leveling binder, machine method, when the nominal compacted thickness is: 3/4 in. (19 mm) or greater for IL-4.75 mixtures; 1 1/4 in. (32 mm) or greater for IL-9.5 and IL-9.5L mixtures; and 1 1/2 in. (38 mm) or greater for IL-12.5 mixtures."

Placing.

Revise Article 406.06(b) of the Standard Specifications to read:

"(b) Placement Conditions. Placement of HMA shall be under the following conditions.

- (1) General Conditions. HMA shall be placed on a clean, dry base and when weather conditions are suitable. The leveling binder and binder courses shall be placed only when the temperature in the shade is at least 40 °F (5 °C) and the forecast is for rising temperatures. The surface course shall be placed only when the air temperature in the shade is at least 45 °F (8 °C) and the forecast is for rising temperatures.

The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C).

Intermingling of different mixture compositions at any one paver will not be permitted.

- (2) Special Conditions for mixture IL-4.75.

- a. The surface shall be dry for at least 24 hours, and clean, prior to placement of the mixture.
- b. Work shall not begin when local conditions indicate rain is imminent.

- c. The mixture shall be placed only when the temperature in the shade is at least 50 °F (10 °C) and the forecast is for rising temperatures.
- d. The mixture temperature shall be 310 to 350 °F (155 to 175 °C) and shall be measured in the truck just prior to placement.
- e. When used as leveling binder, the mixture shall be overlaid within five days of being placed."

Add the following paragraph to the end of Article 406.06(d) of the Standard Specifications:

"The minimum and maximum compacted lift thickness for mixture IL-4.75 shall be 3/4 in. (19 mm) and 1 1/4 in. (32 mm) respectively."

Compaction.

Revise Table 1 of Article 406.07 of the Standard Specifications to read:

"TABLE 1 - MINIMUM ROLLER REQUIREMENTS FOR HMA				
	Breakdown Roller (one of the following)	Intermediate Roller	Final Roller (one or more of the following)	Density Requirement
Level Binder: (When the density requirements of Article 406.05(c) do not apply.)	P ^{3/}	--	V _s , P, T _B , T _F , 3W	To the satisfaction of the Engineer.
Binder and Surface ^{1/} Level Binder ^{1/} : (When the density requirements of Article 406.05(c) apply.)	V _D , P, T _B , 3W	P ^{3/}	V _s , T _B , T _F	As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7).
Bridge Decks ^{2/}	T _B	--	T _F	As specified in Articles: 582.05 and 582.06.

- 1/ If the average delivery at the job site is 85 ton/hr (75 metric ton/hr) or less, any roller combination may be used provided it includes a steel wheeled roller and the required density and smoothness is obtained.
- 2/ One T_B roller may be used for both breakdown and final rolling on bridge decks 300 ft (90 m) or less in length, except when the air temperature is less than 60 °F (15 °C).
- 3/ A V_D roller may be used in lieu of the P roller on mixtures containing polymer modified asphalt binder.
- 4/ For mixture IL-4.75, a minimum of two T_B rollers and one T_F roller shall be provided. P and V rollers will not be permitted."

Basis of Payment.

Add the following paragraph after the third paragraph of Article 406.14 of the Standard Specifications:

“Mixture IL-4.75 will be paid for at the contract unit price per ton (metric ton) for POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-4.75, N50; and POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-4.75, N50.”

80136

MULTILANE PAVEMENT PATCHING (BDE)

Effective: November 1, 2002

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

80082

NOTIFICATION OF REDUCED WIDTH (BDE)

Effective: April 1, 2007

Add the following after the first paragraph of Article 701.06 of the Standard Specifications:

"Where the clear width through a work zone with temporary concrete barrier will be 16.0 ft (4.88 m) or less, the Contractor shall notify the Engineer at least 21 days in advance of implementing the traffic control for that restriction."

80182

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

PLANTING WOODY PLANTS (BDE)

Effective: January 1, 2006

Revise the first and second paragraphs of Article 253.14 of the Standard Specifications to read:

"253.14 Period of Establishment. Prior to being accepted, the plants shall endure a period of establishment. This period shall begin in June and end in September of the same year. To qualify for inspection, plants shall have been in place, in a live healthy condition, on or before June 1 of the year of inspection. To be acceptable, plants shall be in a live healthy condition, representative of their species, at the time of inspection in the month of September.

When the planting work is performed by a subcontractor, this delay in inspection and acceptance of plants shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party performance bond naming the Department as obligee in the full amount of the planting quantities listed in the contract, multiplied by their contract unit prices. The bond shall be executed prior to acceptance and final payment of the non-planting items and shall be in full force and effect until final inspection and acceptance of all plants including replacements. Execution of the third party bond shall be the option of the prime Contractor."

Revise Article 253.16 of the Standard Specifications to read:

"253.16 Method of Measurement. This work will be measured for final payment, in place, after the period of establishment. Trees, shrubs, and vines will be measured as each individual plant. Seedlings will be measured in units of 100 plants."

Revise Article 253.17 of the Standard Specifications to read:

"253.17 Basis of Payment. This work will be paid for at the contract unit price per each for TREES, SHRUBS, and VINES, of the species, root type, and plant size specified; and per unit for SEEDLINGS. Payment will be made according to the following schedule.

(a) Initial Payment. Upon planting, 75 percent of the pay item(s) will be paid.

(b) Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining 25 percent of the pay item(s) will be paid."

80148

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.

- 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

RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007

Revised: April 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 $\pm 0.02 \%$ 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."

80172

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 1, 2007

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 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. Chemical Composition. The chemical composition of the bars shall be according to the following table.

CHEMICAL COMPOSITION		
Element ^{1/}	Heat Analysis (% maximum)	Product Analysis (% maximum)
Carbon	0.30	0.33
Manganese	1.50	1.56
Phosphorus	0.035	0.045
Sulfur	0.045	0.055
Silicon	0.50	0.55
Nickel	2/	2/
Chromium	2/	2/
Molybdenum	2/	2/
Copper	2/	2/
Titanium	2/	2/
Vanadium	2/	2/
Columbium	2/	2/
Aluminum	2/, 3/	2/, 3/
Tin ^{4/}	0.040	0.044

Note 1/. The bars shall not contain any traces of radioactive elements.

Note 2/. There is no composition limit but the element must be reported.

Note 3/. If aluminum is not an intentional addition to the steel for deoxidation or killing purposes, residual aluminum content need not be reported.

Note 4/. If producer bar testing indicates an elongation of 15 percent or more and passing of the bend test, the tin composition requirement may be waived.

- b. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
 - c. 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.
 - d. 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 under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.
 - 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

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: August 1, 2006

Revised: January 1, 2007

Revise Article 669.01 of the Standard Specifications to read:

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

Revise the first paragraph of Article 669.15 of the Standard Specifications to read:

"669.15 Method of Measurement. Non-special waste, special waste, and hazardous waste soil will be measured for payment according to Article 202.07(b) when performing earth excavation, Article 502.12(b) when excavating for structures, or by computing the volume of the trench using the maximum trench width permitted and the actual depth of the trench."

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

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

80164

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: August 1, 2006

Revised: January 1, 2007

Revise Article 669.01 of the Standard Specifications to read:

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

Revise the first paragraph of Article 669.15 of the Standard Specifications to read:

"669.15 Method of Measurement. Non-special waste, special waste, and hazardous waste soil will be measured for payment according to Article 202.07(b) when performing earth excavation, Article 502.12(b) when excavating for structures, or by computing the volume of the trench using the maximum trench width permitted and the actual depth of the trench."

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

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

80164

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 CAST-IN-PLACE CONSTRUCTION (BDE)

Effective: November 1, 2005

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 cast-in-place concrete construction items involving Class MS, DS, and SI concrete.

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. Article 1020.04 of the Standard Specifications shall apply, except as follows:

- (a) The 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). The cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used.
- (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 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.

Test Methods. Illinois Test Procedures SCC-1, SCC-2, SCC-3, SCC-4, SCC-5, SCC-6, and Illinois Modified AASHTO T 22, 23, 121, 126, 141, 152, 177, 196, and 309 shall be used for testing of self-consolidating concrete mixtures.

Mix Design Submittal. The Contractor's Level III PCC Technician shall submit a mix design according to the "Portland Cement Concrete Level III Technician" course manual, except target slump information is not applicable and will not be required. However, a slump flow target range shall be submitted. In addition, the design mortar factor may exceed 1.10 and durability test data will be waived.

A J-ring value shall be submitted if a lower mix design maximum will apply. An L-box blocking ratio shall be submitted if a higher mix design minimum will apply. The Contractor shall also indicate applicable construction items for the mix design.

Trial mixture information will be required by the Engineer. A trial mixture is a batch of concrete tested by the Contractor to verify the Contractor's mix design will meet specification requirements. Trial mixture information shall include test results as specified in the "Portland Cement Concrete Level III Technician" course manual. Test results shall also include slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index. For the trial mixture, the slump flow shall be near the midpoint of the proposed slump flow target range.

Trial Batch. A minimum 2 cu yd (1.5 cu m) trial batch shall be produced, and the self-consolidating concrete admixture dosage proposed by the Contractor shall be used. The slump flow shall be within 1.0 in. (25 mm) of the maximum slump flow range specified by the Contractor, and the air content shall be within the top half of the allowable specification range.

The trial batch shall be scheduled a minimum of 21 calendar days prior to anticipated use and shall be performed in the presence of the Engineer.

The Contractor shall provide the labor, equipment, and materials to test the concrete. The mixture will be evaluated by the Engineer for strength, air content, slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index.

Upon review of the test data from the trial batch, the Engineer will verify or deny the use of the mix design and notify the Contractor. Verification by the Engineer will include the Contractor's target slump flow range. If applicable, the Engineer will verify the Contractor's maximum J-ring value and minimum L-box blocking ratio.

A new trial batch will be required whenever there is a change in the source of any component material, proportions beyond normal field adjustments, dosage of the self-consolidating concrete admixture, batch sequence, mixing speed, mixing time, or as determined by the Engineer. The testing criteria for the new trial batch will be determined by the Engineer.

When necessary, the trial batches shall be disposed of according to Article 202.03 of the Standard Specifications.

Mixing Portland Cement Concrete. In addition to Article 1020.11 of the Standard Specifications, the mixing time for central-mixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed or shrink-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

Wash water, if used, shall be completely discharged from the drum or container before the succeeding batch is introduced.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed, truck-mixed, and shrink-mixed concrete.

Falsework and Forms. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall consider the fluid nature of the concrete for designing the falsework and forms. Forms shall be tight to prevent leakage of fluid concrete.

Placing and Consolidating. Concrete placement and consolidation shall be according to Article 503.07 of the Standard Specifications, except as follows:

Revise the third paragraph of Article 503.07 of the Standard Specifications to read:

“Open troughs and chutes shall extend as nearly as practicable to the point of deposit. The drop distance of concrete shall not exceed 5 ft (1.5 m). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted.”

Delete the seventh, eighth, ninth, and tenth paragraphs of Article 503.07 of the Standard Specifications.

Add to the end of the eleventh paragraph of Article 503.07 of the Standard Specifications the following:

“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.”

Quality Control by Contractor at Plant. The specified test frequencies for aggregate gradation, aggregate moisture, air content, unit weight/yield, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed as needed to control production. The column segregation index test and hardened visual stability index test will not be required to be performed at the plant.

Quality Control by Contractor at Jobsite. The specified test frequencies for air content, strength, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 50 cu yd (40 cu m) thereafter. The Contractor shall select either the J-ring or L-box test for jobsite testing.

The column segregation index test will not be required to be performed at the jobsite. The hardened visual stability index test shall be performed on the first truck delivery of the day, and every 300 cu yd (230 cu m) thereafter. Slump flow, visual stability index, J-ring value or L-box blocking ratio, air content, and concrete temperature shall be recorded for each hardened visual stability index test.

The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.

If mix foaming or other potential detrimental material is observed during placement or at the completion of the pour, the material shall be removed while the concrete is still plastic.

Quality Assurance by Engineer at Plant. For air content and aggregate gradation, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, and J-ring or L-box tests, quality assurance independent sample testing and split sample testing will be performed as determined by the Engineer.

Quality Assurance by Engineer at Jobsite. For air content and strength, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, J-ring or L-box, and hardened visual stability index tests, quality assurance independent sample testing will be performed as determined by the Engineer.

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 1.5 in. (40 mm) for slump flow and a limit of precision will not apply to the visual stability index.

For the J-ring or the L-box quality assurance split sample testing, a minimum of 80 percent of the total tests required of the Contractor will be witnessed by the Engineer per plant, which will

include a minimum of one witnessed test per mix design. The Engineer reserves the right to conduct quality assurance split sample testing. The acceptable limit of precision will be 1.5 in. (40 mm) for the J-ring value and ten percent for the L-box blocking ratio.

For each hardened visual stability index test performed by the Contractor, the cut cylinders shall be presented to the Engineer for determination of the rating. The Engineer reserves the right to conduct quality assurance split sample testing. A limit of precision will not apply to the hardened visual stability index.

80152

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

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, 2007

Revise the second sentence of the first paragraph of Article 280.04(a) of the Standard Specifications to read:

“Temporary ditch checks shall be constructed with rolled excelsior, products from the Department’s approved list, or with aggregate when specified.”

Revise Article 1081.15(f) of the Standard Specifications to read:

“(f) Rolled Excelsior. Rolled excelsior shall consist of an excelsior fiber filling totally encased inside netting and sealed with metal clips or knotted at the ends. Each roll shall be a minimum of 20 in. (500 mm) in diameter and a minimum of 10 ft (3 m) in length. Each 10 ft (3 m) roll shall have a minimum weight (mass) of 30 lbs (13.6 kg). The excelsior fiber filling shall be weed free. At least 80 percent of the fibers shall be a minimum of 6 in. (150 mm) in length. The fiber density shall be a minimum of 1.38 lb/cu ft (22 kg/cu m). The netting shall be composed of a polyester or polypropylene material which retains 70 percent of its strength after 500 hours of exposure to sunlight. The maximum opening of the net shall be 1 x 1 in. (25 x 25 mm).”

80087

THERMOPLASTIC PAVEMENT MARKINGS (BDE)

Effective: January 1, 2007

Revise Article 1095.01(a)(2) of the Standard Specifications to read:

- "(2) Pigment. The pigment used for the white thermoplastic compound shall be a high-grade pure (minimum 93 percent) titanium dioxide (TiO₂). The white pigment content shall be a minimum of ten percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

The pigments used for the yellow thermoplastic compound shall not contain any hazardous materials listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1. The combined total of RCRA listed heavy metals shall not exceed 100 ppm when tested by X-ray fluorescence spectroscopy. The pigments shall also be heat resistant, UV stable and color-fast yellows, golds, and oranges, which shall produce a compound which shall match Federal Standard 595 Color No. 33538. The pigment shall be uniformly distributed throughout the thermoplastic compound."

Revise Article 1095.01(b)(1)e. of the Standard Specifications to read:

- "e. Daylight Reflectance and Color. The thermoplastic compound after heating for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) and cooled at 77 °F (25 °C) shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degree circumferential/zero degree geometry, illuminant C, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White: Daylight Reflectance75 percent min.

*Yellow: Daylight Reflectance45 percent min.

*Shall meet the coordinates of the following color tolerance chart.

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456"

Revise Article 1095.01(b)(1)k. of the Standard Specifications to read:

- "k. Accelerated Weathering. After heating the thermoplastic for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) the thermoplastic shall be applied to a steel wool abraded aluminum alloy panel (Federal Test Std. No. 141, Method 2013) at a film thickness of 30 mils (0.70 mm) and allowed to cool for 24 hours at room temperature. The coated panel shall be subjected to accelerated weathering

using the light and water exposure apparatus (fluorescent UV - condensation type) for 75 hours according to ASTM G 53 (equipped with UVB-313 lamps).

The cycle shall consist of four hours UV exposure at 122 °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 not exceed 10 Hunter Lab Delta E units from the original material."

80176

TRAINING SPECIAL PROVISIONS (BDE) This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 1. 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 will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

BASIS OF PAYMENT This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

20338

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **110** working days.

80071

**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

listed on the wage determination unless the Administrator of the

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 contractor's 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

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.il.gov/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.il.gov/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.