BID PROPOSAL INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

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

ADDENDA AND REVISIONS

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

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

The Internet is the Department's primary way of doing business. The subscription service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at http://www.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletin/index#TransportationBulletin before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

Addenda questions may be directed to the Contracts Office at (217)782-7806 or DOT.D&Econtracts@illlinois.gov

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

STANDARD GUIDELINES FOR SUBMITTING PAPER BIDS

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

BID SUBMITTAL CHECKLIST

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

☐ Proposal Bid Bond – (Insert after the proposal signature page) Submit your Proposal Bid Bond (if applicable) using the current Proposal Bid Bond form provided in the proposal package. The Power of Attorney page should be stapled to the Proposal Bid Bond. If you are using an electronic bond, include your bid bond number on the Proposal Bid Bond and attach the Proof of Insurance printed from the Surety's Web Site.
Disadvantaged Business Utilization Plan and/or Good Faith Effort – Do Not Submit with Bid The bidder shall submit a Disadvantaged Business Utilization Plan on completed Department forms SBE 2025 and 2026. (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting. (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to DOT.DBE.UP@illinois.gov or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.
Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the 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 the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:
Illinois Department of Transportation Bureau of Small Business Enterprises Contract Compliance Section 2300 South Dirksen Parkway, Room 319 Springfield, Illinois 62764
The Bid Letting is now available in streaming Audio/Video from the IDOT Web Site. A link to the stream will be placed on the main page of the current letting on the day of the Letting. The stream will not begin until 10 AM. The actual reading of the bids does not begin until approximately 10:30 AM.
Following the Letting, the As-Read Tabulation of Bids will be posted by the end of the day. You will find the link on the main Web page for the current letting.
QUESTIONS: pre-letting up to execution of the contract
Contractor pre-qualification
QUESTIONS: following contract execution

202

Proposal Submitted By
Name
Address
City

Letting June 10, 2016

NOTICE TO PROSPECTIVE BIDDERS

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

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



Springfield, Illinois 62764

Contract No. 61C69
COOK County
Section 15-00263-00-RS (Oak Park)
Route FAU 1398 (Chicago Avenue)
Project M-4003(512)
District 1 Construction Funds

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

Prepared by
Checked by

(Printed by authority of the State of Illinois)

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1

PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

District 1 Construction Funds

•	Proposal of
	Taxpayer Identification Number (Mandatory)
	For the improvement identified and advertised for bids in the Invitation for Bids as: Contract No. 61C69
	COOK County Section 15-00263-00-RS (Oak Park) Project M-4003(512) Route FAU 1398 (Chicago Avenue)

Project consists of HMA pavement milling and resurfacing, pavement patching, curb and sidewalk replacement, installation of pavement markings including preformed bike lane and bike shared lane markings, street and pedestrian level lighting, decorative sidewalk treatments, brick crosswalks, benches, bike racks, garbage cans, planters, infill trees and all other incidental items to complete the work on FAU Route 1398 (Chicago Avenue) from Harlem Avenue to Austin Boulevard in the Village of Oak Park.

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

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

<u>A</u>	mount o	of Bid	Proposal <u>Guaranty</u>	<u>Am</u>	ount c		roposal luaranty
Up to		\$5,000	\$150	\$2,000,000	to	\$3,000,000\$	\$100,000
\$5,000	to	\$10,000	\$300	\$3,000,000	to	\$5,000,000\$	\$150,000
\$10,000	to	\$50,000	\$1,000	\$5,000,000	to	\$7,500,000\$	250,000
\$50,000	to	\$100,000	\$3,000	\$7,500,000	to	\$10,000,000\$	3400,000
\$100,000	to	\$150,000	\$5,000	\$10,000,000	to	\$15,000,000\$	\$500,000
\$150,000	to	\$250,000	\$7,500	\$15,000,000	to	\$20,000,000\$	600,000
\$250,000	to	\$500,000	\$12,500	\$20,000,000	to	\$25,000,000\$	\$700,000
\$500,000	to	\$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000\$	000,008
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000\$	3900,000
\$1,500,000	to	\$2,000,000	\$75,000	over		\$35,000,000 \$1	,000,000

Bank cashier's checks or properly certified checks accompanying bid proposals will be made payable to the Treasurer, State of Illinois.

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

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

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

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

6.	following combit the combination proportion to th	A BIDS. The undersigned bidder further agrees that if awarded the nation, he/she will perform the work in accordance with the requirem bid specified in the schedule below, and that the combination bid e bid submitted for the same. If an error is found to exist in the grosed in a combination, the combination bid shall be corrected as provide	ents of each individual contract comprisin I shall be prorated against each section i ss sum bid for one or more of the individua
		n a combination bid is submitted, the schedule below must be corising the combination.	ompleted in each proposal
		ernate bids are submitted for one or more of the sections comproination bid must be submitted for each alternate.	rising the combination, a
		Schedule of Combination Bids	
Со	mbination No.	Sections Included in Combination	Combination Bid Dollars Cents
7.	schedule of prid all extensions schedule are ap is an error in th will be made of The scheduled	F PRICES. The undersigned bidder submits herewith, in accordances for the items of work for which bids are sought. The unit prices and summations have been made. The bidder understands the opproximate and are provided for the purpose of obtaining a gross subsequence of the unit prices, the unit prices will govern. Payment only for actual quantities of work performed and accepted or material quantities of work to be done and materials to be furnished may be here in the contract.	bid are in U.S. dollars and cents, and the quantities appearing in the bid im for the comparison of bids. If there to the contractor awarded the contract is furnished according to the contract.
8.	500/20-43) prov	O DO BUSINESS IN ILLINOIS. Section 20-43 of the Illinois Provides that a person (other than an individual acting as a sole propriet as or conduct affairs in the State of Illinois prior to submitting the bid.	or) must be a legal entity authorized to
9.	Department pro and make payr Purchasing Of Department. N	DF CONTRACT: The Department of Transportation will, in a currements, execute the contract and shall be the sole entity havin ments under the contract. Execution of the contract by the Chief Princer (SPO) is for approval of the procurement process and leither the CPO nor the SPO shall be responsible for administration or payment there under except as otherwise permitted in the	g the authority to accept performance rocurement Officer (CPO) or the State execution of the contract by the tion of the contract or determinations
10.	The services of	of a subcontractor will be used.	
	Check box Check box		
	their name	subcontractors with subcontracts with an annual value of more than, address, general type of work to be performed, and the dollar alloca 00/20-120)	

STATE JOB #-PPS NBR -C-91-319-15

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 61C69

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COUNTY	DE DIST SF	וח			
COOK	031 01 15-00263-00	(OAK PARK)	M-40(03/512/000 NUMBER	ROUTE FAU 1398
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0087	-ULMUS X FRNTR 3 MH	EAC	3.000 ×		1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
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K0012980	P PL ORNAMENT T QRT P	TINU	0.730 X		
000406	RICK PAVER REM & REP	SQ F	15.000 ×		
005735	PLANTER CURB	FOOT	105.000 ×	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
07468	EDESTRIAN ST LIGHT	EACH	11.000 X	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 61C69

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	3,315.000	SQ FT	REM & REIN BRIC PAVER	0327611
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	12,000	EAC	ORNAM LIGHT UNIT COMP	032665
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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 61C69

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ı	50.000	SQ YD	WELD WIRE FAB 6X6	0007120
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	.000	EACH	ANDHOLE TO BE ADJUST	8140115
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	5.000	FOOT	TELES STL SIN SUP SPL	7280105
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FAU 1398 15-00263-00-RS COOK (OAK PARK)

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 61C69

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	34.000	UNIT	SUPPLE WATERING	200200
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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 61C69

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	250.000	SQ YD	CL C PATCH T2 10	4201353
	50.000	SQ YD	CL C PATCH T1 10	4201349
	100.000	EACH	DOWEL BARS 1 1/4	4201298
	17,750.000	SQ FT	SIDEWALK REM	4000600
	5,100.000	FOOT	COMB CURB GUTTER REM	4000500
	200.000	FOOT	CURB REM	4000300
	120.000	SQ YD	RIVE PAVEMENT REM	40002
	9,150.000	SQ YD	HMA SURF REM 3 3/4	400016
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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 61C69

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FAU 1398 15-00263-00-RS COOK (OAK PARK)

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 61C69

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NUMBER	PAY ITEM DESCRIPTION	MEASURE	QUANTITY	UNIT PRICE TOTAL PRICE
03002	EMP PVT MK LINE 24	F00	100.000	11 - 00
1 0	SIGN PANEL T1		10.000	
2300100	INSTALL EX SIGN PANEL	0	90.000 ×	
2400310	REMOV SIGN PANEL T1	SQ FT	95.000 X	
3700100	REM GR MT SIN SUPPORT	EACH	1.000 ×	H
8000100	THPL PVT MK LTR & SYM	SQ F	450.0	
8000200	THPL PVT MK LINE 4	F00T	,000.0	
8000400	THPL PVT MK LINE 6	FOOT	5,000.0	1
8000600	THPL PVT MK LINE 12	F00T	,200.0	
3000650	THPL PVT MK LINE 24	FOOT	0.9	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
3005130	EPOXY PVT MK LINE 6	FOOT	25.	
3005180	EPOXY PVT MK LINE 24	F00T	15.000 ×	
3006100	PREF THPL PM LTR-SY	77 1	• 1	
3100100	RAISED REFL PAVT MKR	E	10.000 X	
33001	AVT MARKING REMOVA	SQ FT	100.000 X	

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TOTAL \$				
- H - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	350.000 X	F00T	PREFORM DETECT LOOP	88600700
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	1.000	EACH	NT BASEM 240V100	2500350
	890.000	FOOT	6#6 #8G XLPUSE 1.5	1603598
	3.000	EACH	HANDHOLE	1400100
	76.000	F00T	RD C GALVS 3 1/2	1028230
	380.000	FOOT	1 S	81028220
8 :-	1.000		UTIL SERV CONN	80400200
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UNIT PRICE TOTAL PRICE DOLLARS CENTS DOLLARS CTS	QUANTITY	UNIT OF MEASURE	PAY ITEM DESCRIPTION	NUMBER_

NOTE:

^{***} PLEASE TURN PAGE FOR IMPORTANT NOTES ***

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

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

I. GENERAL

- **A.** Article 50 of the Code establishes the duty of all State CPOs, SPOs, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.
- ☐ I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

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

A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois State Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois State Toll Highway Authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 calendar days after the officer, member, or employee takes office or is employed. The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

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

B. Negotiations

Section 50-15. Negotiations.

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

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

C. Inducements

Section 50-25. Inducement.

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

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

D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

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

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

F. Confidentiality

Section 50-45. Confidentiality.

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

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

G. Insider Information

Section 50-50. Insider information.

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

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

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

III. CERTIFICATIONS

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

A. Bribery

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
 - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
 - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
 - (1) the business has been finally adjudicated not guilty; or
 - (2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

B. Felons

Section 50-10. Felons.

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

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

Section 50-14 Environmental Protection Act violations.

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

F. Educational Loan

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

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

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

G. Bid-Rigging/Bid Rotating

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

- (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article.
- (b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

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

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

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

J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appro	priate statement:
//	Company has no business operations in Iran to disclose.
//	Company has business operations in Iran as disclosed on the attached document.

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

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

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

NA-FEDERAL_	

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

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

		Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.
	Or	
		Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:
		address of person:ees, compensation, reimbursements and other remuneration paid to said person:
□lac	knc	welledge understand and accept these terms and conditions for the above certifications

IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

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

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YESNO
3.	Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES NO
4.	Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES NO
	(Note: Only one set of forms needs to be completed <u>per individual per bid</u> even if a specific individual would require a yes answer to more than one question.)

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

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

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name		
Legal Address		
O'the Otate 7's		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information)					
NA	ME:				
AD	DRESS				
Тур	e of ownershi	p/distributable income share	:		
stoo		sole proprietorship	Partnership	other: (explain on separate sheet):	
% 0	r \$ value of ow	nership/distributable income sh	nare:		

- **2. Disclosure of Potential Conflicts of Interest.** Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.
 - (a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes No

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

- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary.

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

e previous 2 years; spouse, father, mother, YesNo
s, by any registered election or reelection elerk of the State of Illinois, or any political the Federal Board of Elections. YesNo
r; who was a compensated employee in the registered with the Secretary of State or any ttee registered with either the Secretary of
Yes No
t of the bidder or offeror who is not identified ig, or may communicate with any State officer continuing obligation and must be prompout the term of the contract. If no person

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

Name of person(s):	
Nature of disclosure:	
APPLICABLE STATEMENT	
This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Unpenalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of knowledge.	
Completed by:	
Signature of Individual or Authorized Representative Date	
NOT APPLICABLE STATEMENT	
Under penalty of perjury, I have determined that no individuals associated with this organization the criteria that would require the completion of this Form A.	n meet
This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page	€.
Signature of Authorized Representative Date	_

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

Contractor Na	ıme				
Legal Address	3				\dashv
City, State, Zi	p				_
Telephone Nu	ımber		Email Address	Fax Number (if available)	
			l s Form is required by Section 50-3 dicly available contract file. This Fo	I 5 of the Code (30 ILCS 500). rm B must be completed for all bids	 S.
	DISCLOSURE (OF OTHER (CONTRACTS AND PROCUREME	NT RELATED INFORMATION	
has any per any other S	nding contracts (inc state of Illinois agend	luding leases cy: Yes _	ement Related Information. The Es), bids, proposals, or other ongoin No to complete the signature box on the	g procurement relationship with	
	such as bid or proje		relationship by showing State of III attach additional pages as necessa	inois agency name and other descr ry). SEE DISCLOSURE FORM	iptive
		THE FOL	LOWING STATEMENT MUST BE	CHECKED	
			Signature of Authorized Representative	Date	
			OWNERSHIP CERTIFICATI	<u>ON</u>	
	e certify that the foll of ownership.	owing stater	nent is true if the individuals for al	submitted Form A disclosures do	not total
			erest is held by individuals receiv butive income or holding less than	ring less than \$106,447.20 of the a 5% ownership interest.	bidding
	☐ Yes ☐ No		Form A disclosure(s) established 1	00% ownership)	

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Title 44, Illinois Administrative Code, Section 750.120. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



PART I. IDENTIFICATION

Contract No. 61C69 COOK County Section 15-00263-00-RS (Oak Park) Project M-4003(512) Route FAU 1398 (Chicago Avenue) District 1 Construction Funds

Dept. of Human Rig	hts #						[Ouratio	n of P	roject:								
Name of Bidder:																		
PART II. WORKFO A. The undersigned which this contract workprojection including a projection including a projecti	bidder hark is to be	as analyz e perform	ed mir ed, an	d for th d fema	ne locati	ons fror	n whic	h the bi	idder re	cruits	employe	es, and h	ereb	v subm	its the foll	owir con	ng workfo	
		TOTA	AL Wo		Project	ion for (Contra	ct						C	URRENT		IPLOYEE	:S
				MINO	ORITY E	EMPLO'	YEES			TRA	AINEES				TO BE			
JOB		TAL					*OTF		APPF	REN-	ON TI	HE JOB	•		TAL		MINO	
CATEGORIES	EMPL(OYEES F	BLA M	ACK F	HISP/ M	ANIC	MIN	OR. F	TIC M	ES F	TRA M	INEES F	-	EMPL M	OYEES F		EMPLC M	YEES F
OFFICIALS (MANAGERS)	IVI		IVI	•	IVI	'	IVI		IVI	'	IVI	ı	-	IVI	ı		IVI	•
SUPERVISORS																		
FOREMEN													•					
CLERICAL													•					
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
		BLE C		, ,					7			FOF	R DE	PARTM	IENT USE	ON	ILY	
EMPLOYEES	OTAL Tra	aining Pro TAL	ojectioi I	n for C	ontract		*OT	HER	1									
IN		OYEES	BLA	ACK	HISP	ANIC		IOR.										
TRAINING	М	F	М	F	М	F	М	F										
APPRENTICES																		
ON THE JOB									1									

Note: See instructions on page 2

BC 1256 (Rev. 12/11/07)

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

Contract No. 61C69 COOK County Section 15-00263-00-RS (Oak Park) Project M-4003(512) Route FAU 1398 (Chicago Avenue) District 1 Construction Funds

PART II. WORKFORCE PROJECTION - continued

	Included in "Total Employees" under Table A is the event the undersigned bidder is awarded this cont		at would be employed in the						
	The undersigned bidder projects that: (number) _		new hires would be						
	recruited from the area in which the contract projection in the contract projection is located.								
	office or base of operation is located.								
C.	C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed undersigned bidder as well as a projection of numbers of persons to be employed by subcontracted.								
	The undersigned bidder estimates that (number) _ be directly employed by the prime contractor and temployed by subcontractors.	that (number)	persons will be						
PART II	I. AFFIRMATIVE ACTION PLAN								
	The undersigned bidder understands and agrees utilization projection included under PART II is dein any job category, and in the event that the uncommencement of work, develop and submit a (geared to the completion stages of the contrautilization are corrected. Such Affirmative Action the Illinois Department of Human Rights .	termined to be an underutilizandersigned bidder is awarded written Affirmative Action Puct) whereby deficiencies in	tion of minority persons or women this contract, he/she will, prior to lan including a specific timetable minority and/or female employee						
	The undersigned bidder understands and agrees to submitted herein, and the goals and timetable include to be part of the contract specifications.								
Compa	nny	Telephone Numb	per						
Addres									
		ARDING SIGNATURE							
	dder's signature on the Proposal Signature Sheet will completed only if revisions are required.	onstitute the signing of this form.	The following signature block needs						
Signatu	ure: 🗌	Title:	Date:						
Instructio	ons: All tables must include subcontractor personnel in add	dition to prime contractor personnel.							
Table A -	Include both the number of employees that would b (Table B) that will be allocated to contract work, and should include all employees including all minorities, a	include all apprentices and on-the-jol	trainees. The "Total Employees" column						
Table B -	Include all employees currently employed that will be currently employed.	allocated to the contract work includi	ng any apprentices and on-the-job trainees						
Table C	Indicate the racial breakdown of the total apprentices	and on-the-job trainees shown in Tab	le A.						

ADDITIONAL FEDERAL REQUIREMENTS

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

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

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

Contract No. 61C69 COOK County Section 15-00263-00-RS (Oak Park) Project M-4003(512) Route FAU 1398 (Chicago 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.

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Business Address	
	Firm Name	
	Ву	
(IF A CO-PARTNERSHIP)	Business Address	
		Name and Address of All Members of the Firm:
	Corporate Name	
	Ву	
(IF A CORPORATION)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	Attest	Signature
(IF A JOINT VENTURE, USE THIS SECTION	Duning and Address	· ·
FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
(IF A JOINT VENTURE)	-,	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
		ryped of printed name and title of Authorized nepresentative
	Attest	
		Signature
	Business Address	
If more than two parties are in the joint venture.	nlease attach an addit	ional signature sheet

Return with Bid



Division of Highways Annual Proposal Bid Bond

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

signing the proposal(s) the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety
are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

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

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

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

Illinois Department of Transportation

Return with Bid

Division of Highways Proposal Bid Bond

		Item No.	
		Letting Date	e
(NOW ALL PERSONS BY THE	SE PRESENTS, That We		
as PRINCIPAL, and			
the amount specified in the bid	proposal under "Proposal Guaranty" i	in effect on the date of the Invitation for	of 5 percent of the total bid price, or for r Bids, whichever is the lesser sum, well s, executors, administrators, successors
			omitted a bid proposal to the STATE OF retation Bulletin Item Number and Letting
specified in the bidding and cor with the terms of the bidding and with good and sufficient surety prosecution thereof; or if, in the pays to the Department the diffe	ntract documents; and if, after award documents including evide for the faithful performance of such event of the failure of the PRINCIP perence not to exceed the penalty here tract with another party to perform the	by the Department, the PRINCIPAL sence of the required insurance coverage contract and for the prompt payment AL to enter into such contract and to go for between the amount specified in the	RINCIPAL shall, within the time and as shall enter into a contract in accordance es and providing such bond as specified to of labor and material furnished in the give the specified bond, the PRINCIPAL bid proposal and such larger amount for the this obligation shall be null and void,
hen Surety shall pay the penal within such period of time, the [sum to the Department within fiftee	n (15) days of written demand therefo ollect the amount owed. Surety is liable	as set forth in the preceding paragraph, r. If Surety does not make full payment e to the Department for all its expenses,
n TESTIMONY WHEREOF, caused this instrument to be day of		In TESTIMONY WHEREOF, instrument to be signed by its day of	the said SURETY has caused this officer A.D.,
(Compa	any Name)	(Com	pany Name)
Зу		Ву	
(Sign	ature and Title)		e of Attorney-in-Fact)
Notary for PRINCIPAL		Notary for SURETY	
STATE OF		STATE OF	
COUNTY OF		COUNTY OF	
Signed and attested before r	ne on (date)	Signed and attested before m	ne on (date)
(Name of	Notary Public)	(Name o	f Notary Public)
(Seal)		(Seal)	
,,	(Signature of Notary Public)		(Signature of Notary Public)
	(Date Commission Expires)	_	(Date Commission Expires)
proposal the Principal is en		oid bond has been executed and	Electronic Bid Bond. By signing the the Principal and Surety are firmly
Electronic Bid Bond ID #	Company/Bidder Nan	ne	Signature and Title



DBE Utilization Plan

(1) Policy

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

(2) Obligation

Date

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

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

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

2300 South Dirksen Parkway

Springfield, Illinois 62764

Submit forms to the

Local Agency



DBE Participation Statement

Subcontractor	Registration Num	ber	Letting						
Participation	Participation Statement				Item No.				
(1) Instruction	(1) Instructions				Contract No.				
accordance w	ith the special prov	r each disadvantaged buvision and will be attach cking participation items	ed to the Utilization Pl	an form. If addition	nal space is needed	l complete an			
(2) Work:									
Please indicat	te: J/V	Manufacturer	Supplier (60%)	Subcor	tractor	Trucking			
Pay Item No.	Descri	ption (Anticipated items	for trucking)*	Quantity	Unit Price	Total			
(2) Doutiel De	umant Itama (Far	any of the above items y	uhiah ava navtial nav it	a-ma)	Total				
	ist be sufficient to d	any of the above items v letermine a Commercially			work and subcontrac	t dollar amount:			
subcontract, it	is to be a second-t must be clearly in	tier subcontractor, or if the dicated on the DBE Par	ticipation Statement, a	and the details of the	ne transaction fully	explained.			
In the event a contract, the p	DBE subcontractorime must submit	or second-tiers a portion a DBE Participation Sta	of its subcontract to o tement, with the detail	ne or more subcor s of the transaction	ntractors during the n(s) fully explained.	work of a			
The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1 st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.									
ű	nature for Contractor _	1 st Tier 2 nd Tier		•	DBE Firm 1 st Tier	2 nd Tier			
Contact Pers	on		Cont	act Person					
Title			Title						
Firm Name				Firm Name					
Address			Addı	ess					
City/State/Zip			City/	State/Zip					
Phone				ne					
Email Address				il Address					
					E				
The Department of To-	anapartation is requestive all	and any and information that in passage	with accomplish the statut	ann an airitimed i mades 454-	to and WC				

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

lame:	
address:	
Phone No.	

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

Contract No. 61C69
COOK County
Section 15-00263-00-RS (Oak Park)
Project M-4003(512)
Route FAU 1398 (Chicago Avenue)
District 1 Construction Funds



SUBCONTRACTOR DOCUMENTATION

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

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

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

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
 - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
 - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
 - (1) the business has been finally adjudicated not guilty; or
 - (2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

B. Felons

Section 50-10. Felons.

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

C. <u>Debt Delinquency</u>

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

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

Name of Subcontracting Company

Authorized Officer

Date

SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

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

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YESNO
3.	Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES NO
	(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
4.	Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES NO
	(Note: Only one set of forms needs to be completed <u>per individual per subcontract</u> even if a specific individual would require a yes answer to more than one question.)
'FS"	answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

Subcontractor Name		
Subcontractor Name		
Legal Address		
Legal Address		
City, State, Zip		
Oity, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
relephone Number	Liliali Addiess	i ax inuitibei (ii available)

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

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

FOR INDIVIDUAL (type or print information)

DISCLOSURE OF FINANCIAL INFORMATION

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

TOTT INDIVIDUAL (type or print information)		
NAME:			
ADDRESS _			
Type of owner	ship/distributable income share:	:	
stock % or \$ value of	sole proprietorship ownership/distributable income sh	Partnershipare:	other: (explain on separate shee
	nterest relationships apply. If the		dicate which, if any, of the following is "Yes", please attach additional
(a) State employme	nt, currently or in the previous 3	years, including contractu	ual employment of services. Yes No
If your answer is	yes, please answer each of the	e following questions.	<u> </u>
-	currently an officer or employee way Authority?	e of either the Capitol Deve	elopment Board or the Illinois State YesNo
currently exceeds	currently appointed to or emplo appointed to or employed by a 60% of the annual salary of the or which you are employed and	ny agency of the State of le Governor, provide the na	Illinois, and your annual salary

	3.	If you are currently appointed to or employed by any a salary exceeds 60% of the annual salary of the Govern (i) more than 7 1/2% of the total distributable incomporation, or (ii) an amount in excess of 100% of the	nor, are you entitled to rece e of your firm, partnershi	eive p, association or ernor?
	4.	If you are currently appointed to or employed by any a salary exceeds 60% of the annual salary of the Governor minor children entitled to receive (i) more than 15 income of your firm, partnership, association or corpo the salary of the Governor?	nor, are you and your spou % in the aggregate of the	use e total distributable excess of two times
(b)		employment of spouse, father, mother, son, or daughte previous 2 years.	r, including contractual er	
	If	your answer is yes, please answer each of the following		J <u> </u>
	1.	Is your spouse or any minor children currently an office Board or the Illinois State Toll Highway Authority?	er or employee of the Cap YesNo	
		Is your spouse or any minor children currently appoint of Illinois? If your spouse or minor children is/are agency of the State of Illinois, and his/her annual annual salary of the Governor, provide the name of you of the State agency for which he/she is employed and	currently appointed to o salary exceeds 60% of the ir spouse and/or minor chi	r employed by any ne Idren, the name
	3.	If your spouse or any minor children is/are currently ap State of Illinois, and his/her annual salary exceeds 609 are you entitled to receive (i) more than 71/2% of the tifirm, partnership, association or corporation, or (ii) annual salary of the Governor?	of the annual salary of the otal distributable income o	ne Governor, f your of 100% of the
	4.	If your spouse or any minor children are currently app State of Illinois, and his/her annual salary exceeds 60% are you and your spouse or minor children entitled to aggregate of the total distributable income of your firm (ii) an amount in excess of two times the salary of the Co	o of the annual salary of the receive (i) more than 15 n, partnership, association Governor?	e Governor, % in the n or corporation, or
	- ·		YesN	
(C)	unit of	ve status; the holding of elective office of the State of Illi local government authorized by the Constitution of the currently or in the previous 3 years.		utes of the State of
(d)		onship to anyone holding elective office currently or in the r daughter.	ne previous 2 years; spous YesN	
(e)	Americ of the	ntive office; the holding of any appointive government of ca, or any unit of local government authorized by the Co State of Illinois, which office entitles the holder to comp scharge of that office currently or in the previous 3 years	nstitution of the State of I ensation in excess of the	llinois or the statutes expenses incurred in
		onship to anyone holding appointive office currently or in daughter.	the previous 2 years; spo YesN	
(g)	Emplo	syment, currently or in the previous 3 years, as or by any	registered lobbyist of the YesN	_

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

3

4. Suspension or Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: suspension or debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract.

If no person is identified, enter "None" on the line below: Name of person(s): Nature of disclosure: APPLICABLE STATEMENT This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge. Completed by: Signature of Individual or Authorized Officer Date **NOT APPLICABLE STATEMENT** Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A. This Disclosure Form A is submitted on behalf of the SUBCONTRACTOR listed on the previous page. Signature of Authorized Officer Date

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

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

Illinois Department of Transportation

NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.mJune 10, 2016. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after 10:00 a.m.
- **2. DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 61C69 COOK County Section 15-00263-00-RS (Oak Park) Project M-4003(512) Route FAU 1398 (Chicago Avenue) District 1 Construction Funds

Project consists of HMA pavement milling and resurfacing, pavement patching, curb and sidewalk replacement, installation of pavement markings including preformed bike lane and bike shared lane markings, street and pedestrian level lighting, decorative sidewalk treatments, brick crosswalks, benches, bike racks, garbage cans, planters, infill trees and all other incidental items to complete the work on FAU Route 1398 (Chicago Avenue) from Harlem Avenue to Austin Boulevard in the Village of Oak Park.

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

By Order of the Illinois Department of Transportation

Randall S. Blankenhorn, Secretary

CONTRACT 61C69

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec. Page No.

No Supplemental Specifications this year.

CHECK SHEET FOR RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

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CHECK SHEET FOR LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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

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PROVISION (TPG)	

INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

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

BDE SPECIAL PROVISIONS

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

	<u>File</u> Name	<u>Pg.</u>		Special Provision Title	Effective	Revised
	80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
*	80274			Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
	80192			Automated Flagger Assistance Device	Jan. 1, 2008	
	80173	187	X	Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
	80241			Bridge Demolition Debris	July 1, 2009	-
	50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
	80360	190	X	Coarse Aggregate Quality	July 1, 2015	
	80198			Completion Date (via calendar days)	April 1, 2008	
	80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80293			Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2015
*	80311			Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
*	80277			Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
Algerin	80261	192	X	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
*	80029	195	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2016
*	80363			Engineer's Field Office	April 1, 2016	
	80358	206	X	Equal Employment Opportunity	April 1, 2015	
	80364	210	X	Errata for the 2016 Standard Specifications	April 1, 2016	
	80229	214	X	Fuel Cost Adjustment	April 1, 2009	July 1, 2015
	80304	040		Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
	80246	218	X	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2016
	80347			Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	April 1, 2016
*	80336	111111		Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
	80045			Material Transfer Device	June 15, 1999	Aug. 1, 2014
*	80342			Mechanical Side Tie Bar Inserter	Aug. 1, 2014	April 1, 2016
	80165	-,		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
*	80361			Overhead Sign Structures Certification of Metal Fabricator	Nov. 1, 2015	April 1, 2016
	80349			Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
*	80298	10-10-13		Pavement Marking Tape Type IV	April 1, 2012	April 1, 2016
	80365		100	Pedestrian Push-Button	April 1, 2016	
	80359		0-10	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	April 1, 2016
	80353			Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2016
	80338	219	X	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	April 1, 2016
	80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
	80328	222	X	Progress Payments	Nov. 2, 2013	
	34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
	80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	A 18 18 18 18 18 18 18 18 18 18 18 18 18
	80306			Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2016
*	80340			Speed Display Trailer	April 2, 2014	April 1, 2016
	80127			Steel Cost Adjustment	April 2, 2004	July 1, 2015
0.07	80362	223	Х	Steel Slag in Trench Backfill	Jan. 1, 2016	
•	80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016

File Name			Special Provision Title	Effective	Revised
80355			Temporary Concrete Barrier	Jan. 1, 2015	July 1, 2015
20338 2	224	Χ	Training Special Provisions	Oct. 15, 1975	
80318			Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
* 80288			Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302 2	227	Χ	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071 2	228 [Χ	Working Days	Jan. 1, 2002	

The following special provisions and recurring special provisions are in the 2016 Standard Specifications.

<u>File</u> Name	Special Provision Title	New Location	Effective	Revised
80240	Above Grade Inlet Protection	Articles 280.02, 280.04, and 1081.15	July 1, 2009	Jan. 1, 2012
80310	Coated Galvanized Steel Conduit	Articles 811.03	Jan. 1, 2013	Jan. 1, 2015
80341	Coated Nonmetallic Conduit	Article 1088.01	Aug. 1, 2014	Jan. 1, 2015
80294	Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees With Design Fills > 5 Feet	Article 540.04	April 1, 2012	April 1, 2014
80334	Concrete Gutter, Curb, Median, and Paved Ditch	Articles 606.02, 606.07, and 1050.04	April , 2014	Aug. 1, 2014
80335	Contract Claims	Article 109.09	April 1, 2014	
Chk Sht #27	English Substitution of Metric Reinforcement Bars	Article 508.09	April 1, 1996	Jan. 1, 2011
80265	Friction Aggregate	Articles 1004.01 and 1004.03	Jan. 1, 2011	Nov. 1, 2014
80329 Chk Sht	Glare Screen Guardrail and Barrier Wall Delineation	Sections 638 and 1085	Jan. 1, 2014	lon 1 2012
#20		Sections 635, 725, 782, and 1097	Dec. 15, 1993	Jan. 1, 2012
80322	Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Sections 312, 355, 406, 407, 442, 482, 601, 1003, 1004, 1030, and 1102	Nov. 1, 2013	Nov. 1, 2014
80323	Hot-Mix Asphalt – Mixture Design Verification and Production	Sections 406, 1030, and 1102	Nov. 1, 2013	Nov. 1, 2014
80348	Hot-Mix Asphalt – Prime Coat	Sections 403, 406, 407, 408, 1032, and 1102	Nov. 1, 2014	
80315	Insertion Lining of Culverts	Sections 543 and 1029	Jan. 1, 2013	Nov. 1, 2013
80351	Light Tower	Article 1069.08	Jan. 1, 2015	
80324	LRFD Pipe Culvert Burial Tables	Sections 542 and 1040	Nov. 1, 2013	April 1, 2015
80325	LRFD Storm Sewer Burial Tables	Sections 550 and 1040	Nov. 1, 2013	April 1, 2015
80337 80254	Paved Shoulder Removal Pavement Patching	Article 440.07 Article 701.17	April 1, 2014	
80352	Pavement Striping – Symbols	Article 780.14	Jan. 1, 2010 Jan. 1, 2015	
Chk Sht #19	Pipe Underdrains	Section 601 and Articles 1003.01, 1003.04, 1004.05, 1040.06, and 1080.05	Sept. 9, 1987	Jan. 1, 2007
80343	Precast Concrete Handhole	Articles 814.02, 814.03, and 1042.17	Aug. 1, 2014	
80350	Retroreflective Sheeting for Highway Signs	Article 1091.03	Nov. 1, 2014	
80327	Reinforcement Bars	Section 508 and Articles 421.04, 442.06, 1006.10	Nov. 1, 2013	
80344	Rigid Metal Conduit	Article 1088.01	Aug. 1, 2014	
80354	Sidewalk, Corner, or Crosswalk Closure	Article 1106.02	Jan. 1, 2015	April 1, 2015
80301	Tracking the Use of Pesticides	Article 107.23	Aug. 1, 2012	•
80356	Traffic Barrier Terminals Type 6 or 6B	Article 631.02	Jan. 1, 2015	
80345	Underpass Luminaire	Articles 821.06 and 1067.04	Aug. 1, 2014	April 1, 2015

<u>File</u> Name	Special Provision Title	New Location	Effective	Revised
80354	Urban Half Road Closure with Mountable Median	Articles 701.18, 701.19, and 701.20	Jan. 1, 2015	July 1, 2015
80346	Waterway Obstruction Warning Luminaire	Article 1067.07	Aug. 1, 2014	April 1, 2015

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

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

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

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," Adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids; and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the Chicago Avenue Resurfacing Project, Section 15-00263-00-RS, Project #M-4003(512), Contract 61C69, Village of Oak Park, Cook County, Illinois, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The project is located along FAU 1398 known as Chicago Avenue within the Village of Oak Park in Cook County, Illinois. Chicago Avenue is a locally owned minor arterial from IL-43 (Harlem Ave) to N. Austin Blvd. The Chicago Avenue Resurfacing project begins just east of IL-43 (Harlem Ave) at station 09+86 and ends at N Austin Blvd at station 91+22 for a total project gross length of 8,136 feet (1.54 miles) and net length of 8,057 feet (1.53 miles).

DESCRIPTION OF PROJECT

The work consists of resurfacing approximately 1.5 miles of Chicago Avenue from IL-43 (Harlem Ave) to N Austin Blvd including HMA pavement milling and resurfacing; pavement patching; curb and sidewalk replacement; and the installation of pavement markings including preformed bike lane and bike shared lane markings. Streetscape work will be performed from just east of IL-43 (Harlem Ave) to Belleforte Ave including: street and pedestrian level lighting, decorative sidewalk treatments, brick crosswalks, benches, bike racks, garbage cans, planters, infill trees where needed, as well as all incidental and collateral work necessary to complete the project as shown on the plans and described herein.

LIDS, TYPE 1 OPEN LID LIDS, TYPE1 CLOSED LID

Description

This work shall consist of furnishing and installing lids on existing drainage and utility frames in accordance with Section 604 of the Standard Specifications and as revised or amended in this special provision.

Materials

Type 1 open and closed lids shall be according to Article 604.02 and Standard Detail 604001 except open lids shall have a radial opening pattern.

The Contractor shall submit shop drawings of open lids to the Engineer for approval.

Construction Requirements

Lids shall be installed on existing frames at location shown on the contact plans and as directed by the Engineer.

Basis of Payment

This work will be paid at the contract unit price per each for LIDS, TYPE 1 OPEN LID and LIDS, TYPE 1 CLOSED LID.

TEMPORARY SIDEWALK RAMP

Description

This work shall consist of installing and maintaining temporary ramps to maintain pedestrian sidewalk and crosswalk access when curbs and sidewalk ramps are removed during construction.

The Contractor shall maintain pedestrian access to bus stops at all times during construction. The Contractor shall maintain a 4 foot wide unobstructed American with Disabilities Act (ADA) compliant path during construction.

Temporary ramps for pedestrian access shall consist of aggregate for temporary access, ADA complaint wood framed ramps, and cold-patch along the depressed-curb. ADA compliant ramps shall be installed at locations to maintain a minimum of one ADA complaint access path around construction activities and to provide access to bus stops, private residences, or commercial businesses.

Construction Requirements

Aggregate temporary ramps shall be installed at all locations where public sidewalk ramps and curbs at crosswalks are removed and will not be reopened within 72 hours.

Aggregate ramps shall be a minimum width of five feet and a minimum compacted thickness of 5 inches. The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed. Temporary ramps shall be constructed with clean crushed aggregate meeting a CA-6 gradation according to Article 1004.04. The Contractor shall compact the temporary ramps with a vibratory plate compactor.

Cold-patch shall be installed at each temporary ramp after level-binder operations and after milling, in front of each ADA ramp depressed-curb. The width of the cold-patch shall match the width of the depressed-curb opening, and the length of cold-patch ramp shall be 12" for every 1" of rise. The cold-patch temporary ramps shall be constructed with clean HMA according to 406.08(a).

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface coarse for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate and cold-patch shall be removed and utilized in the permanent construction or disposed of according to Article 202.03.

Temporary ramps to maintain disabled access shall be complaint with the ADA requirements and be a minimum of 4 feet wide. ADA complaint temporary ramps shall be used at locations to maintain a minimum of one ADA complaint pedestrian access path around construction activities at all times.

Traffic control and protection for sidewalk, corner, or crosswalk shall be according to Standard 701801-05. Traffic control devices used adjacent to pedestrian access paths for channelizing pedestrians shall be ADA complaint with a bottom edge at least 6 inches high from the walkway and a continuous rail or surface at 3 feet about the walkway.

Method of Measurement

Temporary sidewalk ramp will be measured for payment in place on an each basis at locations where existing sidewalk ramps are removed and temporary sidewalk ramps are installed. Reinstallation, adjustment, or modification of a temporary sidewalk ramp at the same location will not be measured for payment.

Cold-patch will be measured for payment in place on a sq yd basis. Reinstallation, adjustment, or modification of cold-patch at the same location will not be measured for payment. Cold-patch will be paid separately after milling and after level-binder operations.

Basis of Payment

This work will be paid for at the contract unit price per each for TEMPORARY SIDEWALK RAMP.

The work for cold-patch will be paid for at the contract unit price per sq yd for TEMPORARY RAMP.

BRICK SIDEWALK REMOVAL

Description

This work shall consist of the removal and disposal of existing brick paver sidewalks and sand or mortar setting beds at the locations shown on the contract plans and as directed by the Engineer.

Construction Requirements

The Contractor shall remove the existing brick paver sidewalks and the sand or mortar setting beds at locations shown on the contract plans and as directed by the Engineer.

Brick paver sidewalks with portland cement base course shall have the base course removed. Removal of the cement base course shall be paid as SIDEWALK REMOVAL.

Brick pavers, setting bed, and portland cement base course shall be disposed of according to Article 202.03.

Method of Measurement

Brick sidewalk removal will be measured for payment in place and the area computed in square feet.

Portland cement base course removal under brick sidewalks will be measured for payment in place and the area computed in square feet according to article 440.08.

Basis of Payment

This work will be paid at the contract unit price per square foot for BRICK SIDEWALK REMOVAL.

Removal of portland cement base course under brick sidewalks will be paid at the contract unit price per square foot for SIDEWALK REMOVAL.

REMOVE AND REINSTALL BRICK PAVER

This item shall conform to check sheet item LRS#14 of the Local Roads and Streets Recurring Special Provisions except as modified below.

Description

This work shall consist of the removal of existing brick pavers and bedding course, storing brick pavers, and reinstalling the existing brick pavers on a prepared subbase or base.

Materials

Existing edge restraint shall be reused when suitable as directed by the Engineer.

Equipment

Full scale mock-ups shall not be required.

Construction Requirements

The Contractor shall remove the existing brick paver sidewalks and the sand or mortar setting beds at locations to allow for the removal and replacement of concrete curb and gutter and sidewalk installation and as directed by the Engineer.

The Contractor shall store brick pavers at a secure location outside of the construction work zone and shall replace any missing pavers. The existing bedding course shall be disposed of according to Article 202.03.

The prepared subbase or base course shall match the existing remaining subbase or base course. Prepared subbase granular material shall be installed and measured for payment as SUBBASE GRANULAR MATERIAL, TYPE B 4 INCH according to Section 311. Portland cement base course shall be installed and measured for payment as PORTLAND CEMENT SIDEWALK 5 INCH according to Section 424.

Installation

The Contractor shall match the existing paver layout, pattern, and joint width.

Method of Measurement

This work will be measured for payment in place and the area calculated in square feet. Measurements will not include edge restraint.

Subbase granular material, type B 4" will be measured for payment according to Article 311.08.

Portland cement base course under brick sidewalks will be measured for according to article 424.12.

Basis of Payment

This work will be paid at the contract unit price per square foot for REMOVE AND REINSTALL BRICK PAVER.

DETECTABLE WARNINGS (SPECIAL)

Description

This work shall consist of furnishing and installing detectable warnings as indicated on the contract plans in accordance with Section 424 of the Standard Specifications and as revised or amended in this special provision.

Materials

Detectable warnings shall have vent holes and be grey cast iron or ductile iron according to Article 1006 and comply with the Public Right Of Way Accessibility Guidelines (PROWAG), United States Access Board ADA Accessibility Guidelines (ADAAG), and the Illinois Accessibility Code (IAC) as manufactured by NEENAH Foundry or East Jordan Iron Works or Approved Equal. Fasteners shall be stainless steel according to Article 1006.29(d).

The finish of detectable warnings shall be a powdercoated Brick Red color at the following intersections: N Maple Ave., both legs of N Marion St.

Detectable warnings at all other intersections and pedestrian crossings shall be non-powdercoated.

Construction Requirements

Detectable warning tiles shall be mechanically connected to adjacent tiles with stainless steel bolts.

Method of Measurement

Detectable warnings will be measured for payment in place and the area computed in square feet.

Basis of Payment

This work will be paid at the contract unit price per square foot for DETECTABLE WARNINGS (SPECIAL).

FRAME AND LIDS TO BE ADJUSTED (SPECIAL)

This work shall be in accordance with the contract District 1 detail (BD-8) for Frames and Lids Adjustment with Milling.

HANDHOLE TO BE ADJUSTED

Description

This work shall consist of adjusting an existing handhole or double handhole by rebuilding the structure to the proposed slope and grade at locations shown on the contract plans or as directed by the Engineer in accordance with Section 814 of the Standard Specifications and as revised or amended in this special provision.

Construction Requirements

The Contractor shall remove the handhole frame and cover and the walls of the handole to a depth of 8-inches below the finished grade.

The Contractor shall vertically drill ½-inch diameter holes 4-inches in depth centered in each side of the handhole top. Double handholes shall have 3 holes drilled on each of the long dimension sides and 1 hole drilled on each of the short dimension side. The Contractor shall install #3 steel dowels, 8 inches long, in each hole and anchor the dowels with non-shrink grout or epoxy grout.

The top portion of the handhole shall be built to the final slope and grade according to Section 814 and the contract Standard detail for handhole and double handhole.

Method of Measurement

HANDHOLE TO BE ADJUSTED will be measured for payment per each. Double Handholes shall be measured for payment as two HANDHOLE TO ADJUSTED.

Basis of Payment

This work will be paid at the contract unit price per each for HANDHOLE TO BE ADJUSTED.

PAINT PAVEMENT MARKING - SPECIAL

Description

This work shall consist of furnishing and installing pavement markings as indicated on the contract plans in accordance with Section 780 of the Standard Specifications and as revised or amended in this special provision.

Materials

Paint Pavement Markings shall be yellow color and according to Section 780.02.

Construction Requirements

The Contractor shall fabricate stencils templates for each school name shown on the contract plans. The Engineer shall supply a stencil template electronic file for each school name matching the contract detail. Stencils shall be 18" x 52" in size and 1/8-inch thick polyvinyl material. Stencils shall be delivered to the Engineer after final acceptance of paint pavement markings.

The locations for Paint Pavement Marking Special shall be determined by the Engineer.

Basis of Payment

This work will be paid at the contract unit price per each for PAINT PAVEMENT MARKING SPECIAL.

Maintenance of Roadways

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

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

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

TRAFFIC CONTROL PLAN

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

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

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work. "No Parking" signs shall be posted a minimum of 24 hours in advance of work requiring no parking.

<u>STANDARDS</u>: 701006-05, 701301-04, 701311-03, 701427-02, 701501-06, 701601-09, 701602-07, 701606-10, 701701-10, 701801-06, 701901-05.

Temporary stop-signs, street-signs and CTA signs shall be erected in the location of any permanent signs that are removed during sidewalk removal or light-pole removal, until the permanent signs are re-erected. The temporary signs shall be included in the cost of standard 701801-06.

<u>DETAILS</u>: TC-10 Traffic Control and Protection for side roads intersections and driveways, TC-13 typical pavement markings District one, TC-16 pavement marking letters and symbols for traffic staging, TC-22 arterial road information signing, TC-26 driveway entrance signing

SPECIAL PROVISIONS: MAINTENANCE OF ROADWAYS, TEMPORARY SIDEWALK RAMP, PUBLIC CONVENIENCE AND SAFETY (D-1), PAVEMENT PATCHING (BDE), PAVEMENT MARKING REMOVAL, TEMPORARY INFORMATION SIGNING

ADJUSTMENTS AND RECONSTRUCTIONS

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

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

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

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

Revise Article 603.05 to read:

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

Revise Article 603.06 to read:

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

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

Revise the first sentence of Article 603.07 to read:

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

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (DISTRICT 1)

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

Add the following to Article 603.02 of the Standard Specifications:

- (j) Temporary Rubber Ramps (Note 2)

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

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

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

Revise Article 603.07 of the Standard Specifications to read:

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

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

- (a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.
- (b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

The state of the s	Dimension	Requirement	
	Inside Opening	Outside dimensions of casting + 1 in. (25 mm)	

Thickness at inside edge	Height of casting ± 1/4 in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min

Placement shall be according to the manufacturer's specifications.

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

FRICTION AGGREGATE (D-1)

Effective: January 1, 2011 Revised: July 24, 2015

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

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

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

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination 5/:
		Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete

Use	Mixture	Aggregates Allowed				
HMA Low ESAL	Stabilized Subbase or Shoulders	Allowed Alone or in Combination ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete				
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	Allowed Alone or in Combination ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}				
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface	Allowed Alone or in Combination ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}				
HMA High ESAL	D Surface and Leveling Binder IL-9.5 SMA Ndesign 50 Surface	Allowed Alone or in Combination 5/: Crushed Gravel Carbonate Crushed Stone (other than Limestone) 2/ Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag 4/ Crushed Concrete 3/				
		Other Combinations Allowed: Up to With 25% Limestone Dolomite				

Use	Mixture	Aggregates Allowed				
		50% Limestone	Any Mixture D aggregate other than Dolomite			
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone			
HMA High ESAL	E Surface IL-9.5	Allowed Alone or in Co	ombination ^{5/} :			
	SMA Ndesign 80 Surface	Crystalline Crushed St Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag	hed Sandstone hed Slag (ACBF)			
		No Limestone.				
		Other Combinations A	llowed:			
	The state of the s	Up to	With			
		50% Dolomite ^{2/}	Any Mixture E aggregate			
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone			
		75% Crushed Gravel ^{2/} or Crushed Concrete ^{3/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag			
HMA	F Surface	Allowed Alone or in Co	ombination ^{5/} :			
High ESAL	SMA Ndesign 80 Surface	Crystalline Crushed St Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	one			
NAME OF TAXABLE PARTY.		Other Combinations Al	lowed:			
		Up to	With			

Use	Mixture	Aggregates Allowed	Aggregates Allowed				
		50% Crushed Gravel ^{2/} , Crushed Concrete ^{3/} , or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone				

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone and/or crushed gravel shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."

HMA MIXTURE DESIGN REQUIREMENTS (D-1)

Effective: January 1, 2013 Revised: April 1, 2016

1) Design Composition and Volumetric Requirements

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

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

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

"Use	Size/Application	Gradation No.
Class A-1, 2, & 3	3/8 in. (10 mm) Seal	CA 16
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & 3	Cover	CA 14
HMA High ESAL	IL-19.0	CA 11 ¹⁷
	IL-9.5	CA 16, CA 13 ^{3/}
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
	IL-9.5L CA 16	
	Stabilized Subbase	
	or Shoulders	
SMA ^{2/}	1/2 in. (12.5mm)	CA13 ^{3/} , CA14 or CA16
1	Binder & Surface	
n Andrewski programme and the state of the s	IL 9.5	CA16, CA 13 ^{3/}
	Surface	

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

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

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

^{2/} The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.

^{3/} CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

"IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steal slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours."

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

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

- 1/ Uses 19.0L binder mix.
- 2/ Uses 19.0L for lower lifts and 9.5L for surface lift."

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

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

Item	Article/Section
(a) Coarse Aggregate	1004.03
(b) Fine Aggregate	
(c) RAP Material	1031
(d) Mineral Filler	1011
(e) Hydrated Lime	1012.01
(f) Slaked Quicklime (Note 1)	
(g) Performance Graded Asphalt Binder (Note 2)	1032
(h) Fibers (Note 3)	
(i) Warm Mix Asphalt (WMA) Technologies (Note 4)	

- Note 1. Slaked quicklime shall be according to ASTM C 5.
- Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be an Elvaloy or SBS PG 76-22 for IL-4.75, except where modified herein. The elastic recovery shall be a minimum of 80.
- Note 3. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed

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

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

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

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

High ESAL, MIXTURE COMPOSITION (% PASSING) 17										
Sieve Size	IL-19	IL-19.0 mm SMA ⁴⁷ IL-12.5 mr			SMA ⁴⁷ IL-9.5 mm		IL-9.5 mm		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)										
1 in. (25 mm)		100								
3/4 in. (19 mm)	90	100		100						
1/2 in. (12.5 mm)	75	89	80	100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	90	100
#8 (2.36 mm)	20	42	16	24 ^{5/}	16	32 ^{5/}	34 ^{6/}	52 ^{2/}	70	90
#16 (1.18 mm)	15	30					10	32	50	65
#30 (600 µm)			12	16	12	18				
#50 (300 μm)	6	15					4	15	15	30
#100 (150 μm)	4	9					3	10	10	18
#200 (75 μm)	3	6	7.0	9.0 ^{3/}	7.5	9.5 ^{3/}	4	6	7	9 ^{3/}
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0

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

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

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

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

VOLUMETRIC REQUIREMENTS High ESAL					
	Voids in the Mineral Aggregate				
		(VMA),			
	% minimum			Binder	
Ndesign			IL-4.75 ^{1/}	(VFA), %	
	IL-19.0	IL-9.5		%	
50			18.5	65 – 78 ^{2/}	
70	13.5	15.0		65 - 75	
90	10.0	70.0		05 - 75	

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

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

"(3) SMA Mixtures.

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

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

Add to the end of Article 1030.05 (d) (2) a. of the Standard Specifications:

"During production, the Contractor shall test SMA mixtures for draindown according to AASHTO T305 at a frequency of 1 per day of production."

Delete last sentence of the second paragraph of Article 1102.01(a) (4) b. 2.

Add to the end of Article 1102.01 (a) (4) b. 2.:

"As an option, collected dust (baghouse) may be used in lieu of manufactured mineral filler according to the following:

- (a.) Sufficient collected dust (baghouse) is available for production of the SMA mix for the entire project.
- (b.) A mix design was prepared based on collected dust (baghouse).

2) Design Verification and Production

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

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

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

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

Illinois Modified AASHTO T 324 Requirements 1/

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

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

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

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

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

<u>Production Testing</u>. Revise first paragraph of Article 1030.06(a) of the Standard Specifications to read:

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

Add the following after the sixth paragraph in Article 1030.06 (a) of the Standard Specifications:

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

If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria"

Method of Measurement:

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

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

Basis of Payment.

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

"Stone matrix asphalt will be paid for at the contract unit price per ton (metric ton) for POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, of the mixture composition and Ndesign specified; and POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, of the mixture composition and Ndesign specified."

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

Effective: November 1, 2012

Revise: April 2, 2016

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

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

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

(a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc...).

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.
- (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 in. (75 mm) single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".
- RAP or FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, plant cleanout etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.
- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall be sufficiently separated to prevent intermingling at the base. Each stockpile shall be signed indicating what type of RAS is present.

However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of Type 1 RAS with Type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval. The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

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

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

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

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

(b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Engineer will notify the Contractor of observed deficiencies.

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

Test Parameter	Acceptable Limits of Precision		
% Passing: ¹⁷	FRAP	RAS	
1/2 in.	5.0%		
No. 4	5.0%		
No. 8	3.0%	4.0%	
No. 30	2.0%	3.0%	
No. 200	2.2%	2.5%	
Asphalt Binder Content	0.3%	1.0%	
G _{mm}	0.030		

1/ Based on washed extraction.

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

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

1031.05 Quality Designation of Aggregate in RAP and FRAP.

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

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

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

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

(c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.

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

Max Asphalt Binder Replacement for FRAP with RAS Combination

HMA Mixtures 1/2/4/	Maximum % ABR		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified ^{3/}
30L	50	40	30
50	40	35	30
70	40	30	30
90	40	30	30
4.75 mm N-50			40
SMA N-80			30

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

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

(a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the

- additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.
- 1031.08 HMA Production. HMA production utilizing FRAP and/or RAS shall be as follows.

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

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

- (a) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.
- (b) HMA Plant Requirements. HMA plants utilizing FRAP and/or RAS shall be capable of automatically recording and printing the following information.
 - (1) Dryer Drum Plants.
 - a. Date, month, year, and time to the nearest minute for each print.
 - b. HMA mix number assigned by the Department.
 - c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)
- When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
- j. Accumulated mixture tonnage.
- k. Dust Removed (accumulated to the nearest 0.1 ton (0.1 metric ton))

(2) Batch Plants.

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

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

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

(a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used shall be according to the current Bureau of Materials and Physical

Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".

(b) Gradation. The RAP material shall meet the gradation requirements for CA 6 according to Article 1004.01(c), except the requirements for the minus No. 200 (75 μm) sieve shall not apply. The sample for the RAP material shall be air dried to constant weight prior to being tested for gradation."

STATUS OF UTILITIES (D-1)

Effective: June 1, 2016

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information in regard to their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

UTILTIES TO BE ADJUSTED

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances resolution will be a function of the construction staging. The responsible agency must relocate or complete new installations as noted in the action column; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

Pre-Stage

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	ACTION

Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	ACTION
Sta. 16+03 Sta. 43+23	Handhole frame and lid	Existing handhole frame and lids require adjustment to match new elevations within proposed right of way work.	ComEd	Adjust 2 handhole lids 3 days total

Stage 2

TYPE	DESCRIPTION	RESPONSIBLE AGENCY	ACTION
Allen unit of the Advantage of the Advan			
	TYPE	TYPE DESCRIPTION	TYPE DESCRIPTION

No conflicts to be resolved (or if there are conflicts they are to be listed as noted above)

Pre-Stage: 6 Days Total Installation

Stage	1:	 Days	Total	Installation
Stage	2:	Days	Total	Installation

The following contact information is what was used during the preparation of the plans as provided by the Agency/Company responsible for resolution of the conflict.

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	e-mail address
ComEd	Jamil Muhammad	1319 S. First Ave Maywood, IL 60153	(708) 410- 5295	Jamil.Muhammad@ComEd.com
AT&T	Jamie Gwin	1000 Commerce Dr. Oak Brook, IL 60523	(312) 727- 9400	Jg8128@att.com
Nicor Gas	Bruce Koppang	1844 Ferry Road Naperville, IL 60563		
Comcast	Frank Gautier	688 Industrial Drive Elmhurst, IL 60126	(630) 600- 6348	

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owners part can be secured.

Pre-Stage

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER	ACTION

Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER	ACTION

Stage 2

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER	ACTION

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency/Company Responsible Resolve Conflict	to	Name of contact	Address	Phone	e-mail address

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be taken into account in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided in the action column for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation dates must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor and the utility companies. The Department's contractor is responsible for contacting J.U.L.I.E. prior to any and all excavation work.

DETECTOR LOOP REPLACEMENT AND/OR INSTALLATION (ROADWAY GRINDING, RESURFACING, & PATCHING OPERATIONS)

Effective: January 1, 1985 Revised: January 5, 2016

886.02TS

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" Sections 810, 886, 1079 and 1088.

The intent of this Special Provision is to prescribe the materials and construction methods commonly used to replace traffic signal detector loops and replace magnetic signal detectors with detector loops during roadway resurfacing, grinding and patching operations. Loop detector replacement will not require the transfer of traffic signal maintenance from the District Electrical Maintenance Contractor to this contract's electrical contractor. Replacement of magnetic detector will require wiring revisions inside the control cabinet and therefore the transfer of maintenance will be required. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer.

The work to be provided under this contract consists of furnishing and installing all traffic signal work as specified on the Plans and as specified herein in a manner acceptable and approved by the Engineer.

Notification of Intent to Work.

Contracts such as pavement grinding or patching which result in the destruction of traffic signal detection require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the detection removal, the Contractor shall notify the:

- Traffic Signal Maintenance and Operations Engineer at (847)705-4424
- IDOT Electrical Maintenance Contractor at (773) 287-7600

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

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

Acceptance of Material.

The Contractor shall provide:

- All material approval requests shall be submitted a minimum of seven (7) days prior to the delivery of equipment to the job site, or within 30 consecutive calendar days after the contract is awarded, or within 15 consecutive calendar days after the preconstruction meeting, whichever is first.
- 2. Four (4) copies of a letter listing the vendor's name and model numbers of the proposed equipment shall be supplied. The letter will be reviewed by the Traffic Design Engineer to determine whether the equipment to be used is approved. The

letters will be stamped as approved or not approved accordingly and returned to the Contractor.

- 3. One (1) copy of material catalog cuts.
- 4. The contract number, permit number or intersection location must be on each sheet of the letter and material catalog cuts as required in items 2 and 3.

Inspection of Construction.

When the road is open to traffic, except as otherwise provided in Section 801 and 850 of the Standard Specifications, the Contractor must request a turn-on and inspection of the completed detector loop installation at each separate location. This request must be made to the Traffic Signal Maintenance and Operations Engineer at (847)705-4424 a minimum of seven (7) working days prior to the time of the requested inspection.

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

All cost of work and materials required to comply with the above requirements shall be included in the pay item bid price, 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 Area.

Restoration of the traffic signal work area due to the detector loop installation and/or replacement shall be included in the cost of this item. All roadway surfaces such as shoulders, medians, sidewalks, pavement 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.

The removal, disposal, and salvage of existing traffic signal equipment shall be included in the cost of this item. 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 the existing detection system will be necessary. This work shall be completed by an approved Electrical Contractor as directed by the Engineer.

Replacement of the loops shall be accomplished in the following manner: The Engineer shall mark the location of the replacement loops. The Traffic Signal Maintenance and Operations Engineer shall be called to approve loop locations prior to the cutting of the pavement. The

Contractor may reuse the existing coilable non-metallic conduit (CNC) located between the existing handhole and the pavement if it hasn't been damaged. CNC meeting the requirements of NEC Article 353 shall be used for detector loop raceways to the handholes. All burrs shall be removed from the edges of the existing conduit which could cause damage to the new detector loop during installation. If the existing conduit is damaged beyond repair, if it cannot be located, or if additional conduits are required for each proposed loop; the Contractor shall be required to drill through the existing pavement into the appropriate handhole, and install 1" (25 mm) CNC. This work and the required materials shall not be paid for separately but shall be included in the pay item Detector Loop Replacement. Once suitable CNC raceways is established, the loop may be cut, installed, sealed and spliced to the twisted-shielded lead-in cable in the handhole. 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 1/4" (6.3 mm) deep x 4" (100 mm) saw-cut to mark location of each loop lead-in.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the Traffic Signal Maintenance and Operations Engineer (847)705-4424 to inspect and approve the layout.

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

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

Each loop detector lead-in wire shall be labeled in the handhole using a water proof tag, from an approved vendor, 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 included in the detector loop pay item.

Loop sealant shall be a two-component thixotropic chemically cured polyurethane. The sealant shall be installed 1/8" (3 mm) below the pavement surface. If installed above the surface the excess shall be removed immediately.

Round loop(s) 6 ft (1.8 m) diameter may be substituted for 6 ft (1.8 m) by 6 ft (1.8 m) square loop(s) and shall be paid for as 24 feet (7.2 m) of detector loop.

Resistance to ground shall be a minimum of 100 mega-ohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries. Quality readings shall be more than 5.

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

Detector loop replacement shall be measured along the sawed slot in the pavement containing the loop cable up to the edge of pavement, rather than the actual length of the wire in the slot. Drilling handholes, sawing the pavement, furnishing and installing CNC to the appropriate

handhole, cable splicing to provide a fully operable detector loop, testing and all trench and backfill shall be included in this item.

Basis of Payment.

Detector Loop Replacement shall be paid for at the contract unit price per foot (meter) of DETECTOR LOOP REPLACEMENT.

MAGNETIC DETECTOR REMOVAL AND DETECTOR LOOP INSTALLATION.

This work shall consist of the removal of existing magnetic detectors, magnetic detector lead-in cable and magnetic detection amplifiers and related control equipment wiring, installation of detector lead-in cable, detector loops, detector amplifiers and related equipment wiring. The detector loop, cable, and amplifier shall be installed according to the applicable portions of the "Standard Specifications" and the applicable portions of the Special Provision for "Detector Loop Replacement." All drilling of handholes, furnishing and installing CNC, cable splicing, trench and backfill, removal of equipment, and removing cable from conduit shall be included in this item.

Basis of Payment.

Magnetic Detector Removal and Detector Loop Installation shall be paid for at the contract unit price per foot (meter) for DETECTOR LOOP, TYPE I, per each for INDUCTIVE LOOP DETECTOR, and foot (meter) for ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1 PAIR.

TEMPORARY INFORMATION SIGNING

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

Description.

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

Materials.

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

<u>ltem</u>	<u>Article/Section</u>
Sign Base (Notes 1 & 2)	1090
Sign Face (Note 3)	1091
Sign Legends	1092
Sign Supports	1093
Overlay Panels (Note 4)	1090.02
	Sign Base (Notes 1 & 2) Sign Face (Note 3) Sign Legends Sign Supports

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

GENERAL CONSTRUCTION REQUIRMENTS

Installation.

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

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

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

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

Method Of Measurement.

This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

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

Basis Of Payment.

This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

TRAFFIC SIGNAL GENERAL REQUIREMENTS

Effective: May 22, 2002 Revised: July 1, 2015

800.01TS

These Traffic Signal Special Provisions and the "District One Standard Traffic Signal Design Details" supplement the requirements of the State of Illinois "Standard Specifications for Road and Bridge Construction." The intent of these Special Provisions is to prescribe the materials and construction methods commonly used for traffic signal installations.

- All material furnished shall be new unless otherwise noted herein.
- Traffic signal construction and maintenance work shall be performed by personnel holding current IMSA Traffic Signal Technician Level II certification. A copy of the certification shall be immediately available upon request of the Engineer.
- The work to be done under this contract consists of furnishing, installing and maintaining all traffic signal work and items as specified in the Plans and as specified herein in a manner acceptable and approved by the Engineer.

Definitions of Terms.

Add the following to Section 101 of the Standard Specifications:

101.56 Vendor. Company that sells a particular type of product directly to the contractor or the Equipment Supplier.

101.57 Equipment supplier. Company that supplies, represents and provides technical support for IDOT District One approved traffic signal controllers and other related equipment. The Equipment Supplier shall be located within IDOT District One and shall:

- Be full service with on-site facilities to assemble, test and trouble-shoot traffic signal controllers and cabinet assemblies.
- Maintain an inventory of IDOT District One approved controllers and cabinets.
- Be staffed with permanent sales and technical personnel able to provide traffic signal controller and cabinet expertise and support.
- Technical staff shall hold current IMSA Traffic Signal Technician Level III certification and shall attend traffic signal turn-ons and inspections with a minimum 14 calendar day notice.

Submittals.

Revise Article 801.05 of the Standard Specifications to read:

All material approval requests shall be submitted electronically through the District's SharePoint System unless directed otherwise by the Engineer. Electronic material submittals shall follow the District's Traffic Operations Construction Submittals guidelines. General requirements include:

1. All material approval requests shall be made prior to or no later than the date of the preconstruction meeting. A list of major traffic signal items can be found in Article

- 801.05. Material or equipment which is similar or identical shall be the product of the same manufacturer, unless necessary for system continuity. Traffic signal materials and equipment shall bear the U.L. label whenever such labeling is available.
- 2. Product data and shop drawings shall be assembled by pay item. Only the top sheet of each pay item submittal will be stamped by the Department with the review status, except shop drawings for mast arm pole assemblies and the like will be stamped with the review status on each sheet.
- 3. Original manufacturer published product data and shop drawing sheets with legible dimensions and details shall be submitted for review.
- 4. When hard copy submittals are necessary, four complete copies of the manufacturer's descriptive literatures and technical data for the traffic signal materials shall be submitted. For hard copy or electronic submittals, the descriptive literature and technical data shall be adequate for determining whether the materials meet the requirements of the plans and specifications. If the literature contains more than one item, the Contractor shall indicate which item or items will be furnished.
- 5. When hard copy submittals are necessary for structural elements, four complete copies of the shop drawings for the mast arm assemblies and poles, and the combination mast arm assemblies and poles showing, in detail, the fabrication thereof and the certified mill analyses of the materials used in the fabrication, anchor rods, and reinforcing materials shall be submitted
- 6. Partial or incomplete submittals will be returned without review.
- 7. Certain non-standard mast arm poles and special structural elements will require additional review from IDOT's Central Office. Examples include ornamental/decorative, non-standard length mast arm pole assemblies and monotube structures. The Contractor shall account for the additional review time in his schedule.
- 8. The contract number or permit number, project location/limits and corresponding pay code number must be on each sheet of correspondence, catalog cuts and mast arm poles and assemblies drawings.
- 9. Where certifications and/or warranties are specified, the information submitted for approval shall include certifications and warranties. Certifications involving inspections, and/or tests of material shall be complete with all test data, dates, and times.
- 10. After the Engineer reviews the submittals for conformance with the design concept of the project, the Engineer will stamp the drawings indicating their status as 'Approved', 'Approved-As-Noted', 'Disapproved', or 'Incomplete'. Since the Engineer's review is for conformance with the design concept only, it is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop, working, layout drawings, or other documents by the Department's approval thereof. The Contractor must still be in full compliance with contract and specification requirements.
- 11. The Contractor shall secure approved materials in a timely manner to assure construction schedules are not delayed.
- 12. All submitted items reviewed and marked 'APPROVED AS NOTED', 'DISAPPROVED', or 'INCOMPLETE' are to be resubmitted in their entirety, unless otherwise indicated within the submittal comments, with a disposition of previous comments to verify contract compliance at no additional cost to the contract.

- 13. Exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.
- 14. Contractor shall not order major equipment such as mast arm assemblies prior to Engineer approval of the Contractor marked proposed traffic signal equipment locations to assure proper placement of contract required traffic signal displays, push buttons and other facilities. Field adjustments may require changes in proposed mast arm length and other coordination.

Marking Proposed Locations.

Revise "Marking Proposed Locations for Highway Lighting System" of Article 801.09 to read "Marking Proposed Locations for Highway Lighting System and Traffic Signals."

Add the following to Article 801.09 of the Standard Specifications:

It shall be the contractor's responsibility to verify all dimensions and conditions existing in the field prior to ordering materials and beginning construction. This shall include locating the mast arm foundations and verifying the mast arms lengths.

Inspection of Electrical Systems.

Add the following to Article 801.10 of the Standard Specifications:

(c) All cabinets including temporary traffic signal cabinets shall be assembled by an approved equipment supplier in District One. The Department reserves the right to request any controller and cabinet to be tested at the equipment supplier's facility prior to field installation, at no extra cost to this contract.

Maintenance and Responsibility.

Revise Article 801.11 of the Standard Specifications to read:

a. Existing traffic signal installations and/or any electrical facilities at all or various locations may be altered or reconstructed totally or partially as part of the work on this Contract. The Contractor is hereby advised that all traffic control equipment, presently installed at these locations, may be the property of the State of Illinois, Department of Transportation, Division of Highways, County, Private Developer, Municipality or Transit Agency in which they are located. Once the Contractor has begun any work on any portion of the project, all traffic signals within the limits of this contract or those which have the item "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation," shall become the full responsibility of the Contractor. The Contractor shall supply the Engineer, Area Traffic Signal Maintenance and Operations Engineer, IDOT

ComCenter and the Department's Electrical Maintenance Contractor with two 24-hour emergency contact names and telephone numbers.

- b. Automatic Traffic Enforcement equipment such as red lighting running and railroad crossing camera systems are owned and operated by others and the Contractor shall not be responsible for maintaining this equipment.
- c. Regional transit, County and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as PTZ cameras, switches, transit signal priority (TSP and BRT) servers and other devices that shall be included with traffic signal maintenance at no additional cost to the contract.
- d. When the project has a pay item for "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation," the Contractor must notify both the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4424 and the Department's Electrical Maintenance Contractor, of their intent to begin any physical construction work on the Contract or any portion thereof. notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance to the Contractor. If work is started prior to an inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted.
- e. The Contractor is advised that the existing and/or temporary traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shut down the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.
- f. The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals and other equipment noted herein. Any inquiry, complaint or request by the Department, the Department's Electrical Maintenance Contractor or the public, shall be investigated and repairs begun within one hour. Failure to provide this service will result in liquidated damages of \$1000 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the

Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$1000 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The Department may inspect any signalizing device on the Department's highway system at any time without notification.

- g. Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.
- h. The Contractor shall be responsible to clear snow, ice, dirt, debris or other condition that obstructs visibility of any traffic signal display or access to traffic signal equipment.
- i. The Contractor shall maintain the traffic signal in normal operation during short or long term loss of utility or battery back-up power at critical locations designated by the Engineer. Critical locations may include traffic signals interconnected to railroad warning devices, expressway ramps, intersection with an SRA route, critical corridors or other locations identified by the Engineer. Temporary power to the traffic signal must meet applicable NEC and OSHA guidelines and may include portable generators and/or replacement batteries. Temporary power to critical locations shall not be for separately but shall be included in the contract.

Damage to Traffic Signal System.

Add the following to Article 801.12(b) of the Standard Specifications to read:

Any traffic signal control equipment damaged or not operating properly from any cause shall be replaced with new equipment meeting current District One traffic signal specifications and provided by the Contractor at no additional cost to the Contract and/or owner of the traffic signal system, all as approved by the Engineer. Final replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted. Cable splices are only allowed at the bases pf post and mast arms.

Temporary replacement of damaged or knockdown of a mast arm pole assembly shall require construction of a full or partial span wire signal installation or other method approved by the Engineer to assure signal heads are located overhead and over traveled pavement. Temporary replacement of mast arm mount signals with post mount signals will not be permitted.

Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, and peripheral equipment, damaged or not operating properly from any cause, shall be the responsibility of the municipality or the Automatic Traffic Enforcement company per Permit agreement.

Traffic Signal Inspection (TURN-ON).

Revise Article 801.15(b) of the Standard Specifications to read:

It is the intent to have all electric work completed and equipment field tested by the Equipment Supplier prior to the Department's "turn-on" field inspection. If in the event the Engineer determines work is not complete and the inspection will require more than two (2) hours to complete, the inspection shall be canceled and the Contractor will be required to reschedule at another date. The maintenance of the traffic signals will not be accepted until all punch list work is corrected and re-inspected.

When the road is open to traffic, except as otherwise provided in Section 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) 705-4424 a minimum of seven (7) working days prior to the time of the requested inspection. The Department will not grant a field inspection until written or electronic notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Contractor must invite local fire department personnel to the turn-on when Emergency Vehicle Preemption (EVP) is included in the project. When the contract includes the item RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, OPTIMIZE TRAFFIC SIGNAL SYSTEM, or TEMPORARY TRAFFIC SIGNAL TIMINGS, the Contractor must notify the SCAT Consultant of the turn-on/detour implementation schedule, as well as stage changes and phase changes during construction.

The Contractor must have all traffic signal work completed and the electrical service installation connected by the utility company prior to requesting an inspection and turn-on of the traffic signal installation. The Contractor shall be responsible to provide a police officer to assist with traffic control at the time of testing.

The Contractor shall provide a representative from the control equipment vendor's office who is knowledgeable of the cabinet design and controller functions to attend the traffic signal inspection for both permanent and temporary traffic signal turn-ons.

Upon demonstration that the signals are operating and all work is completed in accordance with the Contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The Agency that is responsible for the maintenance of each traffic signal installation will assume the maintenance upon successful completion of this inspection.

The District requires the following Final Project Documentation from the Contractor at traffic signal turn-ons in electronic format in addition to hard copies where noted. A CD/DVD shall be submitted with separate folders corresponding to each numbered title below. The CD/DVD shall be labelled with date, project location, company and contract or permit number. Record Drawings, Inventory and Material Approvals shall be submitted prior to traffic signal turn-on for review by the Department as described here-in.

Final Project Documentation:

- 1. Record Drawings. Signal plans of record with field revisions marked in red ink. One hard copy set of 11"x17" record drawings shall also be provided.
- 2. Inventory. Inventory of new and existing traffic signal equipment including cabinet types and devices within cabinets in an Excel spread sheet format. One hard copy shall also be provided.
- Pictures. Digital pictures of a minimum 12M pixels of each intersection approach showing all traffic signal displays and equipment. Pictures shall include controller cabinet equipment in enough detail to clearly identify manufacture and model of major equipment.
- 4. Field Testing. Written notification from the Contractor and the equipment vendor of satisfactory field testing with corresponding material performance measurements, such as for detector loops and fiber optic systems (see Article 801.13). One hard copy of all contract required performance measurement testing shall also be provided.
- 5. Materials Approval. The material approval letter. A hard copy shall also be provided.
- 6. Manuals. Operation and service manuals of the signal controller and associated control equipment. One hard copy shall also be provided.
- 7. Cabinet Wiring Diagram and Cable Logs. Five (5) hard copies 11" x 17" of the cabinet wiring diagrams shall be provided along with electronic pdf and dgn files of the cabinet wiring diagram. Five hard copies of the cable logs and electronic excel files shall be provided with cable #, number of conductors and spares, connected device/signal head and intersection location.
- 8. Controller Programming Settings. The traffic signal controller's timings; backup timings; coordination splits, offsets, and cycles; TBC Time of Day, Week and Year Programs; Traffic Responsive Program, Detector Phase Assignment, Type and Detector Switching; and any other functions programmable from the keyboard. The controller manufacturer shall also supply a printed form, not to exceed 11" x 17" for recording that data noted above. The form shall include a location, date, manufacturer's name, controller model and software version. The form shall be approved by the Engineer and a minimum of three (3) copies must be furnished at each turn-on. The manufacturer must provide all programming information used within the controller at the time of turn-on.
- 9. Warrantees and Guarantees. All manufacturer and contractor warrantees and guarantees required by Article 801.14.
- 10. GPS coordinate of traffic signal equipment as describe in the Record Drawings section herein.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on", completeness of the required documentation and successful operation during a minimum 72 hour "burn-in" period following activation of the traffic signal. If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. The Contractor shall be responsible for all traffic signal equipment and associated maintenance thereof until Departmental acceptance is granted.

All equipment and/or parts to keep the traffic signal installation operating shall be furnished by the Contractor. No spare traffic signal equipment is available from the Department.

All punch list work shall be completed within two (2) weeks after the final inspection. The Contractor shall notify the Electrical Maintenance Contractor to inspect all punch list work. Failure to meet these time constraints shall result in liquidated damage charges of \$500 per month per incident.

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 shall be subject to removal and disposal at the Contractor's expense.

Record Drawings.

The requirements listed for Electrical Installation shall apply for Traffic Signal Installations in Article 801.16. Revise the 2nd paragraph of Article 801.16 of the Standard Specifications to read:

"When the work is complete, and seven days before the request for a final inspection, the reduced-size set of contract drawings, stamped "RECORD DRAWINGS", shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or electrician. The record drawings shall be submitted in PDF format on CDROM as well as hardcopy for review and approval. If the contract consists of multiple intersections, each intersection shall be saved as an individual PDF file with TS# and location name in its file name.

In addition to the record drawings, copies of the final catalog cuts which have been Approved or Approved as Noted shall be submitted in PDF format along with the record drawings. The PDF files shall clearly indicate the pay item either by filename or PDF Table of Contents referencing the respective pay item number for multi-item PDF files. Specific part or model numbers of items which have been selected shall be clearly visible."

As part of the record drawings, the Contractor shall inventory all traffic signal equipment, new or existing, on the project and record information in an Excel spreadsheet. The inventory shall include equipment type, model numbers, software manufacturer and version and quantities.

Add the following to Article 801.16 of the Standard Specifications:

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

- All Mast Arm Poles and Posts
- Traffic Signal Wood Poles
- Rail Road Bungalow
- UPS
- Handholes
- Conduit roadway crossings
- · Controller Cabinets
- Communication Cabinets
- Electric Service Disconnect locations
- CCTV Camera installations
- Fiber Optic Splice Locations
- Conduit Crossings

Datum to be used shall be North American 1983.

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

- File shall be named: TSXXX-YY-MM-DD (i.e. TS22157 15-01-01)
- Each intersection shall have its own file
- Row 1 should have the location name (i.e. IL 31 @ Klausen)
- Row 2 is blank
- Row 3 is the headers for the columns
- · Row 4 starts the data
- Column A (Date) should be in the following format: MM/DD/YYYY
- Column B (Item) as shown in the table below
- Column C (Description) as shown in the table below
- Column D and E (GPS Data) should be in decimal form, per the IDOT special provisions

Examples:

Date	ltem	Description	Latitude	Longitude
01/01/2015	MP (Mast Arm Pole)	NEQ, NB, Dual, Combination Pole	41.580493	-87.793378
01/01/2015	HH (Handhole)	Heavy Duty, Fiber, Intersection, Double	41.558532	-87.792571
01/01/2015	ES (Electrical Service)	Ground mount, Pole mount	41.765532	-87.543571

01/01/2015	CC (Controller Cabinet)		41.602248	-87.794053
01/01/2015	RSC (Rigid Steel Crossing)	IL 31 east side crossing south leg to center HH at Klausen	41.611111	-87.790222
01/01/2015	PTZ (PTZ)	NEQ extension pole	41.593434	-87.769876
01/01/2015	POST (Post)		41.651848	-87.762053
01/01/2015	MCC (Master Controller Cabinet)		41.584593	-87.793378
01/01/2015	COMC (Communication Cabinet)		41.584600	-87.793432
01/01/2015	BBS (Battery Backup System)		41.558532	-87.792571
01/01/2015	CNCR (Conduit Crossing)	4-inch IL 31 n/o of Klausen	41.588888	-87.794440

Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 1 foot. Upon verification, data collection can begin. Data collection can be made as construction progresses, or can be collected after all items are installed. If the data is unacceptable the contractor shall make corrections to the data collection equipment and or process and submit the data for review and approval as specified.

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have a minimum 1 foot accuracy after post processing.

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

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

Delete the last sentence of the 3rd paragraph of Article 801.16.

Locating Underground Facilities.

Revise Section 803 to the Standard Specifications to read:

<u>IDOT traffic signal facilities are not part of any of the one-call locating service such as J.U.L.I.E or Digger.</u> If this Contract requires the services of an Electrical Contractor, the Contractor shall be responsible at his/her own expense for locating existing IDOT electrical facilities prior to performing any work. If this Contract does not require the services of an Electrical Contractor, the Contractor may request one free locate for existing IDOT electrical facilities from the District One Electrical Maintenance Contractor prior to the start of any work. Additional requests may be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.

The exact location of all utilities shall be field verified by the Contractor before the installation of any components of the traffic signal system. For locations of utilities, locally owned equipment, and leased enforcement camera system facilities, the local Counties or Municipalities may need to be contacted: in the City of Chicago contact Digger at (312) 744-7000 and for all other locations contact J.U.L.I.E. at 1-800-892-0123 or 811.

Restoration of Work Area.

Add the following article to Section 801 of the Standard Specifications:

801.17 Restoration of work area. Restoration of the traffic signal work area shall be included in the related pay items such as foundation, conduit, handhole, underground raceways, etc. All roadway surfaces such as shoulders, medians, sidewalks, pavement, etc. shall be replaced in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded. All brick pavers disturbed in the work area shall be restored to their original configuration as directed by the Engineer. All damaged brick pavers shall be replaced with a comparable material approved by the Engineer. Restoration of the work area shall be included in the contract without any extra compensation allowed to the Contractor.

Bagging Signal Heads.

Light tan colored traffic and pedestrian signal reusable covers shall be used to cover dark/unenergized signal sections and visors. Covers shall be made of outdoor fabric with urethane coating for repelling water, have elastic fully sewn around the cover ends for a tight fit over the visor, and have a minimum of two straps with buckles to secure the cover to the backplate. A center mesh strip allows viewing without removal for signal status testing purposes. Covers shall include a message indicating the signal is not in service.

PUBLIC CONVENIENCE AND SAFETY (DIST 1)

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

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

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

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

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

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

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

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

Effective: June 26, 2006 Revised: April 1, 2016

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

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

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

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

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

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

"A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing

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

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

"(c) RAP Materials (Note 5)1031"

Add the following note to 1030.02 of the Standard Specifications:

Note 5. When using reclaimed asphalt pavement and/or reclaimed asphalt shingles, the maximum asphalt binder replacement percentage shall be according to the most recent special provision for recycled materials.

PROTECTION OF EXISTING TREES

The Contractor shall be responsible for taking measures to minimize damage to the tree limbs, tree trunks, and tree roots at each work site. All such measures shall be included in the contract price for other work except that payment will be made for TEMPORARY FENCE, TREE ROOT PRUNING, and TREE PRUNING.

All work, materials and equipment shall conform to Section 201 and 1081 of the Standard Specifications except as modified herein.

- A. Earth Saw Cut of Tree Roots (Root Pruning):
 - 1. Whenever proposed excavation falls within a drip-line of a tree, the Contractor shall:
 - a. Root prune 6-inches behind and parallel to the proposed edge of trench a neat, clean vertical cut to a minimum depth directed by the Engineer through all affected tree roots.
 - b. Root prune to a maximum width of 4-inches using a "Vermeer" wheel, or other similar machine. Trenching machines will not be permitted.
 - c. Exercise care not to cut any existing utilities.
 - d. If during construction it becomes necessary to expose tree roots which have not been precut, the Engineer shall be notified and the Contractor shall provide a clean, vertical cut at the proper root location, nearer the tree trunk, as necessary, by means of hand-digging and trimming with chain saw or hand saw. Ripping, shredding, shearing, chopping or tearing will not be permitted.
 - e. Top Pruning: When thirty percent (30%) or more of the root zone is pruned, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root pruning.
 - 2. Whenever curb and gutter is removed for replacement, or excavation for removal of or construction of a structure is within the drip line/root zone of a tree, the Contractor shall:
 - a. Root prune 6-inches behind the curbing so as to neatly cut the tree roots.
 - b. Depth of cut shall be 12 inches for curb removal and replacement and 24 inches for structural work. Any roots encountered at a greater depth shall be neatly saw cut at no additional cost.

- c. Locations where earth saw cutting of tree roots is required will be marked in the field by the Engineer.
- 3. All root pruning work is to be performed through the services of a licensed arborist to be approved by the Engineer.

Root pruning will be paid for at the contract unit price each for TREE ROOT PRUNING, which price shall be payment for all labor, materials and equipment.

Tree limb pruning will be paid for at the contract unit price per each for TREE PRUNING (1 TO 10 INCH DIAMETER) and/or TREE PRUNING (OVER 10 INCH DIAMETER), which price shall included labor, materials, and equipment.

B. Temporary Fence:

- 1. The Contractor shall erect a temporary fence around all trees within the construction area to establish a "tree protection zone" before any work begins or any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored or vehicles driven or parked within the "tree protection zone".
- 2. The exact location and establishment of the "tree protection zone" fence shall be approved by the Engineer prior to setting the fence.
- 3. The fence shall be erected on three sides of the tree at the drip-line of the tree or as determined by the Engineer.
- 4. All work within the "tree protection zone" shall have the Engineer's prior approval. All slopes and other areas not regarded should be avoided so that unnecessary damage is not done to the existing turf, tree root system ground cover.
- 5. The grade within the "tree protection zone" shall not be changed unless approved by the Engineer prior to making said changes or performing the work.

The fence shall be similar to wood lath snow fence (48 inches high), plastic poly-type or and other type of highly visible barrier approved by the Engineer. This fence shall be properly maintained and shall remain up until final restoration, unless the Engineer directs removal otherwise. Tree fence shall be supported using T-Post style fence posts. **Utilizing re-bar as a fence post will not be permitted.**

Temporary fence will be paid for at the contract unit price per foot for TEMPORARY FENCE, which price shall include furnishing, installing, maintaining, and removing.

C. Tree Limb Pruning:

- 1. The Contractor shall inspect the work site in advance and arrange with the Roadside Development Unit (847.705.4171) to have any tree limbs pruned that might be damaged by equipment operations at least one week prior to the start of construction. Any tree limbs that are broken by construction equipment after the initial pruning must be pruned correctly within 72 hours.
- 2. Top Pruning: When thirty percent (30%) or more of the root zone of a tree is pruned, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root pruning.

Tree limb pruning will be paid for at the contract unit price per each for TREE PRUNING (1 TO 10 INCH DIAMETER) and/or TREE PRUNING (OVER 10 INCH DIAMETER), which price shall included labor, materials, and equipment.

- D. Removal of Driveway Pavement and Sidewalk:
 - 1. In order to minimize the potential damage to the tree root system(s), the Contractor will not be allowed to operate any construction equipment or machinery within the "tree protection zone" located between the curb or edge of pavement and the right-of-way property line.
 - 2. Sidewalk to be removed in the areas adjacent to the "tree protection zones" shall be removed with equipment operated from the street pavement. Removal equipment shall be Gradall (or similar method), or by hand or a combination of these methods. The method of removal shall be approved by the Engineer prior to commencing any work.
 - 3. Any pavement or pavement related work that is removed shall be immediately disposed of from the area and shall not be stockpiled or stored within the parkway area under any circumstances.

E. Backfilling:

1. Prior to placing the topsoil and/or sod, in areas outside the protection zone, the existing ground shall be disked to a depth no greater than one (1"), unless otherwise directed by the Engineer. No grading will be allowed within the dripline of any tree unless directed by the Engineer.

F. Damages:

1. In the event that a tree not scheduled for removal is injured such that potential irreparable damage may ensure, as determined by the Roadside Development Unit, the Contractor shall be required to remove the damage tree and replace it on a three to one (3:1) basis, at his own expense. The Roadside Development

Unit will select replacement trees from the pay items already established in the contract.

2. The Contractor shall place extreme importance upon the protection and care of trees and shrubs which are to remain during all times of this improvement. It is of paramount importance that the trees and shrubs which are to remain are adequately protected by the Contractor and made safe from harm and potential damage from the operations and construction of this improvement. If the Contractor is found to be in violation of storage or operations within the "tree protection zone" or construction activities not approved by the Engineer, a penalty shall be levied against the Contractor with the monies being deducted from the contract. The amount of the penalty shall be two hundred fifty dollars (\$250.00) per occurrence per day.

TELESCOPING STEEL SIGN SUPPORT (SPECIAL)

Description

This work shall consist of furnishing and installing telescoping steel sign supports for ground mounted signs utilizing a telescoping base section in accordance with Section 728 of the Standard Specifications and as revised or amended in this special provision.

Materials

Materials shall be according to Section 1093.01 (c) except that the post shall be 1 $\frac{3}{4}$ x 1 $\frac{3}{4}$ inch, 14 gauge steel, with black powder coating, and the base section shall be 2 x 2 inch, 12 gauge steel, with a smooth galvanized finish applied either before or after forming. The powder coating shall meet Article 1006.29(b)(5).

Construction Requirements

The sign locations shall be staked by the Engineer prior to the installation of the posts. The Contractor shall be responsible for the proper elevation, offset, and orientation of all signs as indicated in the plans or as directed by the Engineer.

Base sections shall be 2 x 2 inches and driven by hand or mechanical means to a minimum depth of 36 inches measured from the ground line. The 1 $\frac{3}{4}$ x 1 $\frac{3}{4}$ inch top section shall be telescoped into the base section a minimum of 8 inches and a maximum of 12 inches and the two sections fastened together as shown in the plans.

Method of Measurement

This work will be measured for payment in feet. The length measured will be the total length of all sections installed, except for any internal splice members and any telescoping of a top section more than 12 inches into a base section.

Basis of Payment

This work will be paid at the contract unit price per foot for TELESCOPING STEEL SIGN SUPPORT (SPECIAL).

REMOVE AND RE-ERECT EXISTING SIGN

Description

Existing Village Street name signs and other informational signs shall be removed by the Contractor and stored in a secure location designated by the Village of Oak Park during the course of construction. The Contractor shall assume liability for lost or stolen signs and posts, and shall replace these items at the cost of the Contractor. The Resident Engineer will determine what signs shall be removed and re-erected. The existing sign posts shall also be removed and stored with the signs. Prior to removal, the Contractor shall document the location of each sign and post, to serve as a guide during re-erection. All installation shall be in accordance with Section 728 of the Standard Specifications and as revised or amended in this special provision.

Construction Requirements

The existing street name signs shall be replaced on their existing posts at locations as close to the original location as possible- unless authorized by the Resident Engineer. If the current location cannot be reused for the sign posts, the Contractor will be required to pour a 12 inch diameter concrete foundation to a depth of 42 inch. The signs shall be attached to the posts with the existing hardware, as deemed functional at the discretion of the Resident Engineer. If the existing hardware is damaged during removal or replacement then new hardware must be used to re-erect the sign, this new material will be included in the cost of this item. The manner and orientation of sign attachment must be acceptable to the Resident Engineer.

Method of Measurement

This work will be measured for payment in each. Each sign post removed and reerected is paid for as each, regardless of the number of signs attached to the post.

Basis of Payment

This work will be paid at the contract unit price per each for REMOVE AND RE-ERECT EXISTING SIGN.

CONNECTION TO EXISTING SEWER

<u>Description</u>

This work shall consist of connecting a lateral combined, storm, or sanitary sewer to an existing sewer main by means of a kor-n-tee saddle of appropriate size inserted into the existing sewer in accordance with the plans and this Special Provision.

Construction Requirements

The contractor shall inspect the section of the pipe where the connection is to be made to verify the type of materials, the size and integrity. A circular core cut shall be made in the sewer of sufficient size to insert the boot for the connecting pipe. The connection shall be made in accordance with all material manufacturers' requirements. In the event the sewer main is not of sufficient size or the integrity of the main is insufficient, a "Y" or "T" connection, flexible band coupling and/or gasketed joints shall be used to connect the "Y" or "T" in the main. Should additional sections of main be required other than the "Y" or "T", it will be paid for separately as outlined in Section 109.04 of The Standard Specifications.

Basis of Payment

This work will be paid for at the contract unit price per EACH for CONNECTION TO EXISTING SEWER of the size specified, which price shall be payment in full for all material, labor, and equipment necessary to perform this operation.

CONNECTION TO EXISTING MANHOLES

This work shall consist of making a connection to an existing manhole structure at locations shown on the plans in accordance with the applicable portions of Section 602 and 550 of the Standard Specifications.

The Contractor shall core cut the existing structure to the size necessary to insert a flexible manhole connector meeting ASTM C-923 for the connecting pipe. The annular space between the connecting pipe and the flexible manhole connector shall be filled with hydraulic cement up to the centerline of the pipe. Non-shrink grout may be used to fill the annular space for ductile iron, cast iron, and reinforced concrete pipes.

The Contractor shall notify the Engineer when the existing structure cannot be cored due to exiting openings or conditions. The Contractor shall saw cut and remove portions of the existing structure to provide a minimum of 6-inches of clearance on all sides of the proposed pipe. The Contractor shall install a waterstop grout ring according to manufactures instructions as manufactured by

Trelleborg Pipe Seals Milford, Inc. 250 Elm Street P.O. Box 301 Milford, NH 03055 U.S.A. Tel: 800-626-2180

Fax: 603-673-7271

A rubber repair coupling shall be placed around the pipe adjacent to the waterstop grout ring and secured with stainless steel clamps. The Contractor shall frame and pour class SI portland cement concrete to completely fill the void and encase the rubber repair coupling with a minimum of 6" outside of the wall of the structure. Class SI concrete shall also be used to reconstruct the existing bench in accordance with the new connection.

The proposed sewer pipe shall be placed at the invert as shown on the plans. The proposed sewer pipe shall have a bell end within 3 feet of the connection to the existing manhole.

The contractor shall construct the sewer connection to the existing manhole and maintain flow from the existing sewers as necessary until the new installation is completed or as otherwise noted on the plan.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per each "CONNECTION TO EXISTING MANHOLES" which price shall be payment in full for all labor, equipment and material necessary to render the connection complete.

PREFORMED DETECTOR LOOP

Description

This work shall consist of furnishing and installing a preformed bicycle/vehicle loop detector under the asphalt overlay.

Materials

The loop/lead-in assembly shall be suitable for applications in which the loop/lead-in assembly will be overlaid with hot asphalt or embedded in concrete.

Preformed detector loop shall be a four-conductor, double-jacketed cable with a nominal outer diameter of 0.360". The individual conductors shall be #18 AWG wire (formed from seven strands of #26 AWG copper wire) with a 0.020" thick layer of cross-linked polyethylene (XPLE) insulation. The inner jacket shall be 0.040" thick cross-linked polyethylene (XLPE). The void between the conductors and the inner jacket shall be spiral wrapped with a clear, moisture resistant binder table and filled with an amorphous water-block compound. The outer jacket shall be 0.035" thick cross-linked polyethylene (XLPE).

The lead-in cable shall be a two-conductor, double jacketed cable with a nominal outer diameter of 0.360". The individual conductors shall be #16 AWG wire (formed from nineteen strands of #28 AWG copper wire) with a 0.020" thick layer of cross-linked polyethylene (XLPE) insulation. The inner jacket shall be 0.040" thick cross-linked polyethylene (XLPE). The void between the conductors and the inner jacket shall be spiral wrapped with a clear, moisture resistant binder tape and filled with an amorphous water-block compound. The outer jacket shall be 0.042" thick cross-linked polyethylene (XLPE).

The cross-linked polyethylene (XLPE) insulation used for wire insulation and cable jacketing shall be capable of withstanding temperatures up to 426 degrees Fahrenheit.

Splices between the individual loop cable conductors, and the splices between the loop cable conductors and the lead-in cable conductors shall be soldered, sealed, and waterproofed. The enclosure that encapsulates the spliced connections shall be fabricated from a high impact glass impregnated plastic with a minimum thickness of 0.240". The two halves of the splice enclosure shall be sealed with a water resistant gasket material. The interior cavity of the splice enclosure shall be completely filled with an amorphous water block compound. The splice enclosure shall be submerged in a saltwater solution for three (3) days. At the end of this three day period, the electrical integrity of these splices shall be verified by using a 500 Volt DC MegOhm meter to ensure that the resistance between either lead-in conductor and the saltwater solution is 200 MegaOhms or greater.

The loop/lead-in assembly shall be a Model PLH manufactured by "Reno A&E".

Construction Requirements

The detector loop location, size, and shape shall be as shown on the plans or as recommended by the manufacturer of the related inductive loop detector. Multiple loops connected to the same detector loop shall be installed in the pavement according to the details shown on the plans. The preformed detector loop shall be installed on a HMA or Portland cement concrete base course and covering it with a HMA or Portland cement concrete surface course. When the detector loop is installed on a HMA or portland cement concrete base course, and covered by a HMA surface course, the surface course shall be between 2 and 5 in. (50 and 125 mm) thick. When the detector loop is covered by Portland cement concrete surface course, the surface course shall be between 2 and 16 in. (50 and 400 mm) thick. The conduit shall be secured to the base course as shown on the plans or as recommended by the manufacturer of the preformed detector loop. The preformed detector loop and lead-in shall be protected from construction activities prior to the placement of surface course and may be buried for additional protection. The preformed loops shall be constructed to allow a minimum of 6.5 feet of extra cable in the handhole.

If the surface-course thickness is less than the 2" embedment requirement, then saw-cutting the pavement-base shall be performed to achieve a total depth from the bottom of the preformed loop of at least 2". Saw-cutting shall be included in the cost of this item. 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 plans.

Method of Measurement

This work will be measured for payment in feet in place. Preformed detector loop will be measured along the detector loop and lead-in embedded in the pavement, rather than the actual length of the wire. The detector loop wire, including all necessary connections for proper operations, from the edge of pavement to the handhole, shall be included in the price of the detector loop. Unit duct, trench and backfill, and drilling of pavement or handholes shall be included in detector loop quantities.

Basis of Pavement

This work will be paid for at the contract unit price per foot for PREFORMED DETECTOR LOOP, which price shall be payment in full for furnishing and installing the detector loop and all related connections for proper operation.

INDUCTIVE LOOP DETECTOR, RACK MOUNT WITH SYSTEM OUTPUT

Description

This work shall consist of furnishing and installing an inductive loop detector. This shall consist of any modifications and cabinet wiring required, to provide the operation per the installation requirements.

Materials

The detector shall be a "Reno A&E" bicycle detector, model C-1201-B-SS. The detector shall be compatible with Econolite ASC/2 and ASC/3 traffic controllers (or compatible with NEMA TS2 controllers). The detector shall be compatible with Econolite Centracs Advanced Transportation Management System (ATMS).

Installation

The inductive loop detector shall be installed inside a traffic signal controller cabinet. The detector shall be rack mounted.

Configuration of the detector shall differentiate between motorized vehicles and bicycles and place the appropriate latched call to the traffic controller. The detector channels shall be set to simultaneously output all calls (both motorized vehicles and bicycles), and bicycles only.

All revisions to the cabinet wiring shall be neat and orderly. All additional wiring shall be from terminal to terminal, splices will not be allowed. All changes, additions and deletions shall be documented, dated and drawn on the reproducible original or a reproducible copy of the original cabinet wiring diagram. Two paper copies shall be furnished to the Village of Oak Park upon completion of installation.

Basis of Payment

This work will be paid for at the contract unit price per each for INDUCTIVE LOOP DETECTOR, RACK MOUNTED, which price shall include the necessary connections and adjustments for proper operation.

If the detector unit has more than one complete detection channel, each complete detection channel will be included in the cost of the INDUCTIVE LOOP DETECTOR, RACK MOUNTED.

TRENCH BACKFILL

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

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

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

BASIS OF PAYMENT

Payment shall be at the Contract unit price per Cubic Yard of TRENCH BACKFILL.

PARKING METERS TO BE MOVED

Description

This work shall consist of removing the existing parking meter assembly, furnishing and setting steel posts, and remounting the existing meters at locations shown on the plans or as directed by the Engineer in accordance with the plan details, pavement marking plans and this Special Provision. The Contractor shall coordinate the removal of parking meters with the Village parking department 48 hours in advance. The Contractor shall be responsible for the safe storage of the meters prior to remounting.

Materials

New steel posts shall be furnished by the Contractor. These posts shall be heavy wall galvanized steel with a two (2") inch inside diameter. The posts shall be a minimum of five (5') feet in length.

Concrete materials for the foundation shall conform to the requirements for Class SI concrete in the applicable articles in Section 504 of the Standard Specifications.

Construction Requirements

The posts shall be set plumb. The posts shall be embedded in a concrete foundation in such a manner that horizontal, vertical, and/or rotational motion is prevented. The location shall be set centered between parking stalls as shown in the pavement markings sheet.

BASIS OF PAYMENT

This work will be paid for at the contract unit price each for PARKING METERS TO BE MOVED which price shall be payment in full for all materials, labor and equipment necessary to complete the work described herein and as indicated on the drawings.

BASE FOR TELESCOPING SIGN SUPPORT (SPECIAL)

Description

This work shall consist of furnishing and installing a base for a telescoping sign support.

Materials

This work shall be according to Section 731 of the Standard Specifications except the base shall be painted black using a powder coat paint process to match the color and finish of the sign supports. The paint finish and shipping procedures shall be submitted with catalog cuts at the time of contract award.

Method of Measurement

Each base will be paid for at the contract unit price per each for BASE FOR TELESCOPING SIGN SUPPORT (SPECIAL).

Basis of Payment

This work will be paid at the contract unit price per each for BASE FOR TELESCOPING SIGN SUPPORT (SPECIAL).

LIMITATION OF OPERATIONS AND SCHEDULE OF WORK

The Contractor shall conduct the work on this project at all times in such a manner and in such sequence as will assure the least interference with traffic within the construction limits. The Village reserves the right to require the Contractor to complete sufficient work in a section of the project that will result in the restoration of daily traffic and permit accessibility to private driveway entrances.

All curb and sidewalk construction on Chicago Ave between Forest Ave and Grove Ave shall be completed before the start of the school year, by August 27th, at Wendell Holmes Elementary school. All other construction between Forest Ave and Grove Ave will be completed outside of the school drop-off and pick-up hours, so between the hours of 830AM and 230PM, but between the hours of 830AM and 130PM on Wednesdays; otherwise the Contractor shall schedule the work on Saturdays to avoid disturbance to the school. Should the Contractor fail to complete the work identified above in the area of Wendell Holmes Elementary School by August 27th or within such extended time as may have been allowed by the School District 97 or the Village of Oak Park, or violate the hours of allowed construction operations; the Contractor shall be liable to the Department in the amount of \$2,000, not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may be allowed, or for the violation of construction hours adjacent the school. All Bus-routes on Chicago Ave adjacent to schools shall be open for bus-traffic at all times.

All construction activities shall be completed in the 2016 construction season including punch-list items and restoration, except for the installation of light-poles which will be allowed to be completed in 2017. The Contract will be suspended on November 30, 2016, and will resume May 1, 2017.

No extra compensation will be allowed in meeting the scheduling constraints.

CONTRACTOR COORDINATION

There is a separate Local Agency Utility Permit Project being constructed in spring 2016 with the following limits on Chicago Ave: Woodbine to Grove, Elmwood to Ridgeland. It is anticipated that this project may be built concurrently with the Utility Permit Project.

There is a separate Local HAWK (Pedestrian Hybrid Beacon installation) project being constructed in summer 2016 at Chicago Ave and Harvey Ave. The HAWK project is being instructed to stage any work after August 1, 2016 on side-streets in order to avoid conflict with Chicago Ave resurfacing.

There is a private development building being constructed at 1133 Chicago Ave.

The Contractor shall schedule his work in order to minimize any conflicts that may arise between contracts as specified in Article 105.08 of the Standard Specifications. No additional compensation will be allowed for delays or inconveniences resulting from activities of other contractors.

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

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

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

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

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

STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH

Description

This work shall consist of furnishing and installing storm sewers, including all appurtenances, fittings, joint materials trench de-watering, temporary fluming, by-passing, diversion pumping, testing, and all other work as may be deemed necessary for the complete installation, as indicated on the contract plans in accordance with Section 550 of the Standard Specifications and as revised or amended in this special provision.

Materials

A. Storm Sewer Pipe Material:

The pipe material used shall be water main grade PVC SDR 26 ASTM D-2241.

B. Bedding Material:

Pipe bedding shall be provided for all PVC storm sewer at a thickness of ¼ of the outside diameter of the pipe but not less than four inches (4") below the bottom of the pipe. The backfill material to a level twelve inches (12") over the top of the pipe shall be of the same material as the bedding material specified above, and shall be carefully placed in eight-inch (8") layers, loose measurement and compacted. Bedding other than concrete embedment shall consist of crushed stone, ¼" to 1" in size. As a minimum, the material shall conform to the requirements of Article 1004.01 of the Standard Specifications or ASTM C-33. The gradation shall conform to gradation CA 11 or CA 13 of the Illinois Standard Specifications or to ASTM Gradation No. 67. This material will not be paid for separately, nor will separate payment be made for excavation.

Construction Requirements

A. Maintenance of Existing Sewers:

Flow in existing sewers shall be maintained without interruption during the work. The contractor shall maintain in service all house sewer and water service connections, and temporary service shall be provided at all times. Facilities for fluming and diversion shall be provided as required or directed. No sewage shall be pumped to the ground. Sewage shall not be permitted to back up into house services and cause nuisance or damage to connected buildings.

The cost of temporary fluming, bypassing, diversion pumping and related work shall not be paid for separately, but shall be considered incidental to the sewer installation work.

B. Trench Excavation:

During any one working day, the contractor shall excavate such trenches that will have the sewer installed and backfilled during the day. No such trenches shall be left open at the end of the working day. It shall be temporarily backfilled until construction resumes. Immediately following the backfilling of trenches, all excavation material shall be hauled off the job site and disposed of by the contractor at his own expense.

Method of Measurement

Storm sewer pipe shall be measured by the lineal foot along the center line of the pipe in place. When the sewer enters a manhole, catch basin, or, inlet, the measurement shall end at the inside wall of each manhole, catch basin, or, inlet. Measurement by counting lengths of pipe shall not be allowed.

Basis of Payment

This work will be paid at the contract unit price per foot for "STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH," which price shall include all material, labor, and equipment necessary to install sewers complete or as specified herein, including all necessary trench excavation below the existing pavement.

PORTLAND CEMENT CONCRETE SURFACE REMOVAL (COLD MILLING) VARIABLE DEPTH

Description

This work shall consist of partial depth removal of the existing portland cement concrete pavement to a depth as indicated on the contract plans.

Equipment

Equipment shall be according to the following Articles/Sections of the Standard Specifications.

Item	Article/Section
(a) Self-Propelled Milling Machine	1101.16
(b) Concrete Saw	442.03(f)
(c) Wheel Saw	442.03(g)
(d) Mechanical Sweeper	1101.03
(a) Air Farming and (blacks 4)	

(e) Air Equipment (Note 1)

Note 1. The air equipment shall be capable of supplying compressed air at a minimum pressure of 100 psi and shall have sufficient flow rate to remove all disturbed pavement debris. The equipment shall also be according to ASTM D 4285.

Construction Requirements

Partial depth removal of the concrete pavement shall be accomplished by the use of a milling machine and/or the wheel saw. The area shall be cleaned by air equipment or mechanical sweeper and all disturbed pavement debris and any loose or unsound concrete shall be removed. Materials resulting from the removal shall be disposed of according to Article 202.03 of the Standard Specifications.

Exposed reinforcement shall be removed back to the point where the steel is in contact with sound concrete. Where high steel is encountered, the depth of the patch may be reduced as directed by the Engineer.

When the Engineer determines the exposed concrete pavement will not be suitable for resurfacing with HMA, the remaining portion of the pavement shall be removed and a full depth patch shall be constructed according to Section 442 for the Class of full depth patches included in the contract. The exposed area may be filled with HMA and the full depth patch constructed at a later date.

Method of Measurement

Portland Cement Concrete Surface Removal Cold Milling Special will be measured for payment in place and the area computed in square yards.

HMA for the backfilling of partial depth removal when it is determined the area is not suitable for resurfacing will be measured for payment in tons according to Article 406.13.

Basis of Payment

Portland Cement Concrete Surface Removal Cold Milling will be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE SURFACE REMOVAL (COLD MILLING) VARIABLE DEPTH.

HMA for backfilling of areas unsuitable for resurfacing will be paid at the contract unit price per ton for PARTIAL DEPTH PATCHING.

When the Engineer determines to convert any partial depth removal of the existing concrete pavement to a full depth patch after the cold milling of the portland cement concrete has begun, the cold milling will still be paid for at the contract unit price for PORTLAND CEMENT CONCRETE SURFACE REMOVAL (COLD MILLING) VARIABLE DEPTH. The remaining removal for the full depth patch will be considered as included in the appropriate full depth patching pay item.

KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)

Effective: January 22, 2003 Revised: February 20, 2015

The Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, the State Standards, and the District Details.

Arterial lane closures shall be in accordance with the Standard Specifications, Highway Standards, District Details, and the direction of the Engineer. The Contractor shall request and gain approval from the Illinois Department of Transportation's Arterial Traffic Control Supervisor at 847-705-4470 seventy—two (72) hours in advance of all long-term (24 hrs. or longer) lane closures. This advance notification is calculated based on a Monday through Friday workweek and shall not include weekends or state holidays.

Arterial lane closures not shown in the staging plans will not be permitted during **peak traffic volume hours**.

Peak traffic volume hours are defined as weekdays (Monday through Friday) from 7:00 AM to 9:00AM, 3:00 PM to 5:00 PM.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at locations approved by the Engineer in accordance with Articles 701.08 and 701.11 of the Standard Specifications.

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified above, the Contractor shall be liable to the Department for the amount of:

One lane or ramp blocked = \$ 1,000.00

Two lanes blocked = \$2,500.00

Not as a penalty but as liquidated and ascertained damages for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. Such damages may be deducted by the Department from any monies due the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

HOT-MIX ASHPHALT PAVING OPERATIONS

Description

The level binder must be placed in two (2) passes with a joint located within three inches (3") of the center line of the pavement. The contractor will be required to schedule his operations so that no sections of pavement along the center line will have a cold joint overnight.

The HMA surface course will be placed in two (2) passes with a joint located at the center-line of the pavement. The contractor will be required to schedule his operations so that no sections of pavement along the center-line will have a cold joint overnight.

HOT-MIX ASPHALT - LONGITUDINAL JOINT SEALANT

Effective: March 2, 2016

Add the following to Article 406.02 of the Standard Specifications.

"(d) Longitudinal Joint Sealant (LJS) (Note 2.)

Note 2. The bituminous material used for the LJS shall be according to the following table. Elastomers shall be added to a base asphalt and shall be either a styrene-butadiene diblock or triblock copolymer without oil extension, or a styrene-butadiene rubber. Air blown asphalt, acid modification, or other modifiers will not be allowed. LJS in the form of preformed rollout banding may also be used.

Test	Test Requirement	Test Method
Dynamic shear @ 82°C (unaged), G*/sin δ, kPa	1.00 min.	AASHTO T 315
Creep stiffness @ -18°C (unaged), Stiffness (S), MPa	300 max.	AASHTO T 313
m-value	0.300 min.	
Ash, %	6.0 max.	AASHTO T 111
Elastic Recovery, 100 mm elongation, cut immediately, 25°C, %	58 min.	ASTM D 6084 (Procedure A)
Separation of Polymer, Difference in °C of the softening point (ring and ball)	3 max.	ITP Separation of Polymer from Asphalt Binder"

Add the following to Article 406.03 of the Standard Specifications.

- "(j) Longitudinal Joint Sealant (LJS) Pressure Distributor (Note 2.)
- (k) Longitudinal Joint Sealant (LJS) Melter Kettle (Note 3.)

Note 2. When a pressure distributor is used to apply the LJS, the distributor shall be equipped with a heating and recirculating system along with a functioning auger agitating system or vertical shaft mixer in the hauling tank to prevent localized overheating.

Note 3. When a melter kettle is used to transport and apply the LJS longitudinal joint sealant, the melter kettle shall be an oil jacketed double-boiler with agitating and recirculating systems. Material from the kettle may be dispensed through a pressure feed wand with an applicator shoe or through a pressure feed wand into a hand-operated thermal push cart."

Revise Article 406.06(g)(2) of the Standard Specifications to read:

"(2) Longitudinal Joints. Unless prohibited by stage construction, any HMA lift shall be complete before construction of the subsequent lift. The longitudinal joint in all lifts shall be at the centerline of the pavement if the roadway comprises two lanes in width, or at lane width if the roadway is more than two lanes in width.

When stage construction prohibits the total completion of a particular lift, the longitudinal joint in one lift shall be offset from the longitudinal joint in the preceding lift by not less than 3 in. (75 mm). The longitudinal joint in the surface course shall be at the centerline of the pavement if the roadway comprises two lanes in width, or at lane width if the roadway is more than two lanes in width.

A notched wedge longitudinal joint shall be used between successive passes of HMA binder course that has a difference in elevation of greater than 2 in. (50 mm) between lanes on pavement that is open to traffic.

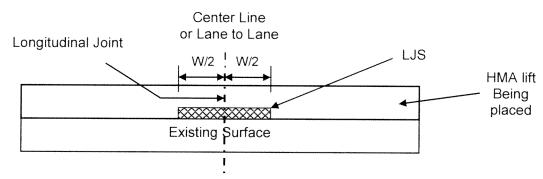
The notched wedge longitudinal joint shall consist of a 1 to 1 1/2 in. (25 to 38 mm) vertical notch at the lane line, a 9 to 12 in. (230 to 300 mm) wide uniform taper sloped toward and extending into the open lane, and a second 1 to 1 1/2 in. (25 to 38 mm) vertical notch at the outside edge.

The notched wedge longitudinal joint shall be formed by the strike off device on the paver. The wedge shall then be compacted by the joint roller.

When using a notched wedge joint, the bituminous material specified for the mainline tack coat shall be applied to the entire face of the longitudinal joint immediately prior to placing the adjacent lift of binder. The material shall be uniformly applied at a rate of 0.05 to 0.1 gal/sq yd (0.2 to 0.5 L/sq m).

When the use of longitudinal joint sealant (LJS) is specified, it shall be applied for all lifts of paving excluding lifts of IL-4.75 mm mixtures. The surface to which the LJS is applied shall be dry and cleaned of all dust, debris, and any substances that will prevent the LJS from adhering. Cleaning shall be accomplished by means of a sweeper/vacuum truck, power broom, air compressor or by hand. The LJS may be placed before or after the tack or prime coat. When placed after the tack or prime coat, the tack or prime shall be fully cured prior to placement of the LJS.

The LJS application shall be centered under the joint of the HMA lift being constructed within 2 in. (50 mm) of the joint.



The width and minimum application rate shall be according to the following table:

LJS Application Rate Table			
Overlay Thickness in. (mm)	LJS Width "W" in. (mm)	Application Rate ¹⁷ lb/ft (kg/m)	
HMA Mixtures ^{2/}			
1 (25) 1 1/4 (32) 1 1/2 (38) 1 3/4 (44) 2 (50) 2 1/4 (60) 2 1/2 (63) 2 3/4 (70) 3 (75) 3 1/4 (83) 3 1/2 (90) 3 3/4 (95)	18 (450) 18 (450) 18 (450) 18 (450) 18 (450) 18 (450) 18 (450) 18 (450) 18 (450) 18 (450) 18 (450) 18 (450) 18 (450) 18 (450)	1.15 (1.71) 1.31 (1.95) 1.47 (2.19) 1.63 (2.43) 1.80 (2.68) 1.96 (2.92) 2.12 (3.16) 2.29 (3.41) 2.45 (3.65) 2.61 (3.89) 2.78 (4.14) 2.94 (4.38)	
4 (100)	18 (450)	3.10 (4.62)	
SMA Mixtures 2/			
1 1/2 (38)	12 (300)	0.83 (1.24)	
1 3/4 (44)	12 (300)	0.92 (1.37)	
2 (50)	12 (300)	1.00 (1.49)	

- 1/ The application rate has a surface demand for liquid included within it. The nominal thickness of the LJS may taper from the center of the application to a lesser thickness on the edge of the application. The width and weight/foot (mass/meter) shall be maintained.
- 2/ In the event of a joint between an SMA and HMA mixture, the SMA application rate will be used.

The Contractor shall furnish to the Engineer a bill of lading for each tanker supplying material to the project. The application rate of LJS will be verified within the first 1000 ft (300 m) of the day's scheduled application length and every 6000 ft (1800 m) the remainder of the day. For projects less than 3000 ft (900 m), the rate will be verified once. A suitable paper or pan shall be placed at a random location in the path of the placement for the LJS. After application of the LJS, the paper or pan shall be picked up and weighed. The weight per foot will be calculated. The tolerance from the plan target weight/foot (mass/meter) from the LJS Application Rate Table shall be \pm 15 percent. The Contractor shall replace the LJS in the area where the sample was taken.

The LJS shall be applied in a single pass with a pressure distributor, melter kettle, or hand applied from a roll for HMA lifts up to 2 in. (50 mm) in thickness. The LJS shall be applied in two passes for HMA lifts between 2 and 4 in. (50 and 100 mm) in thickness. At the time of installation the pavement surface temperature and the ambient temperature shall be a minimum of 40 $^{\circ}$ F (4 $^{\circ}$ C) and rising.

The LJS shall be applied at a width of not less or greater than 1 1/2 in. (38 mm) of the width specified. If the LJS flows more than 2 in. (50 mm) from the initial placement width, LJS placement shall stop and remedial action shall be taken.

When starting another run of LJS placement, suitable release paper shall be placed over the previous application of LJS to prevent doubling up of thickness of LJS.

The LJS shall be suitable for construction traffic to drive on without pickup or tracking of the LJS within 30 minutes of placement. If pickup or tracking occurs, LJS placement shall stop and damaged areas shall be repaired.

Prior to start of paving of pavement course, ensure the paver end plate and grade control device is adequately raised above the finished height of the LJS.

The LJS shall not flush to the final surface of the HMA pavement."

Add the following paragraph after the second paragraph of Article 406.13(b) of the Standard Specifications.

"Bituminous material for longitudinal joint sealant will be measured for payment in place in feet (meters)."

Add the following paragraph after the first paragraph of Article 406.14 of the Standard Specifications.

"Longitudinal joint sealant will be paid for at the contract unit price per foot (meter) for LONGITUDINAL JOINT SEALANT."

When the LJS is specified, the longitudinal joint density testing for QC/QA, QCP, or PFP will not be required on the joint(s) with the LJS and the pay adjustments will not be applied.

BRICK SIDEWALK

<u>Description:</u> This item shall consist of furnishing all labor, materials, tools and equipment required to construct clay brick ADA compliant tactile-paver sidewalk, in accordance with the drawings and as herein specified. In addition to the clay brick pavers, the work shall include, but is not limited to, the setting bed, joint sand, weep holes, and all setting accessories.

Except as modified herein, the work shall be done in accordance with applicable articles of the Standard Specifications at locations as shown on the plans or as directed by the Engineer.

The layout of brick pavers shall meet R304, PROWAG requirements and all local and state ADA guidelines and requirements.

General Requirements:

SUBMITTALS

Samples: Five individual samples of each brick color and/or texture showing Representative of size, shape, color and finish, indicating color variation and texture range expected in finished installation.

Submit manufacturer's certification of conformance to ASTM standards.

Certifications: Submit certifications that all brick pavers will meet or exceed designated specifications.

Polymeric Joint Sand:

- 1. Test results from an independent testing laboratory for sieve analysis per ASTM C 136 conforming to the grading requirements of ASTM C 144.
- 2. Samples for Initial Selection: Provide three representative samples in containers of Polymeric Joint Sand material, cured and dried, for color selection.
- 3. Samples for Verification: Provide three one pound samples in containers of Polymeric Joint Sand.

DELIVERY, STORAGE AND HANDLING

Delivery: Deliver materials in manufacturer's original, unopened, undamaged packaging with identification labels intact.

1. Unload pavers with proper equipment, so no damage occurs to pavers.

Storage: Store materials so they are protected from contamination by foreign substances and excessive moisture.

- 1. Store pavers to prevent damage and staining.
- 2. Do not store bedding sand and jointing sand on compacted aggregate base course or in areas that channel water into the sand.
- 3. Cover bedding sand and jointing sand with waterproof covering. Secure the covering in place.

QUALIFICATIONS OF INSTALLER

Installer shall have a minimum of five years of experience installing clay pavers.

Installer shall submit for approval, a list of projects similar in nature and size that establishes his/her ability to complete this project. A resume for the project-superintendent should be submitted to establish his/her ability to complete the project. If for any reason, the qualifications are not acceptable, work shall not commence until an acceptable installer is found.

Pre-Installation Meeting(s):

- 1. Conduct pre-installation meeting [two weeks] prior to commencing work of this Section to verify project requirements, substrate condition, coordination with other trades and installation instructions.
- 2. Confirm status of ordered material.

Material:

Clay Brick Pavers: ADA brick pavers shall be comprised of pavers with 2-1/4" thickness x 4" x 8" dimensions and meet accessibility guidelines of the American Disabilities Act for Detectable Warnings and Loading Ramps.

Pavers shall be in the No. 50 ivory color, and shall meet ADA contrast requirements per R304.1.3.

Dome spacing shall be in accordance with R304.1.2.

Paver Manufacturer: Whitacre-Greer Paver, 1400 S. Mahoning Ave. Alliance, Ohio 44601 (330)823-1610.

Slip resistance shall be tested in general accordance with ASTM C 1028-96, standard test method for determining the static coefficient of friction of ceramic tile and other like surfaces by the horizontal dynamometer pullmeter test. Minimum static coefficient of friction shall be .60 for wet and .70 for dry.

Sand Setting Bed: Where sand setting bed is required due to ADA grading as indicated on the plans, the sand shall meet the requirement of Section 1003 of the Standard Specification for FA-6. Thickness of setting bed shall vary to allow the surface of the pavers to be at the required finished grade. The paver joint material shall be dry sand conforming to ASTM C-144 with all particles passing the No. 16 sieve.

All sand shall be included in the cost of this item.

<u>Construction.</u> Pavers shall be installed per the respective manufacturer's recommendations. No paver setting work shall be performed when the underlayment has free moisture, ice, or snow, or when the underlayment is frozen. Concrete underlayment shall be sound, clean, and free from debris and materials or substances that will hinder the bond of the setting bed.

To reduce dust during paver installation, pavers shall only be cut using wet saws. No dry cutting is permitted. Cut pavers shall be placed in areas shown on the details in the plans. "L" shaped pavers shall be avoided where possible. Pavers shall be cut radially when joints between pavers on curves exceed 1/8 inch. Radial cut pavers shall be created by trimming both sides of paver.

Sand Setting Bed: Sand shall be spread over the existing PCC base course to the depth indicated by the ADA grading on the plans. If additional PCC base course is required by the Resident Engineer, it will be paid for separate as PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH according to section 424. Existing base course removal required due to grading will be paid for separate as SIDEWALK REMOVAL. Sand shall be spread so that there is a minimum 3/4" thickness and no more than a 1" thickness. Sand shall be leveled to required slope and grade. Bed shall not be compacted until pavers are installed. Surface tolerances shall be within all ADA requirements in both the transverse and longitudinal directions.

Paver Installation. Setting bed shall be protected from damage prior to setting pavers. Setting shall be done by competent workmen under adequate supervision, and in accordance with manufacturer's recommendations. Pavers with chips, cracks, or other structural or aesthetic defects or those rejected by the Engineer shall not be used. 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 not exceed 1/16 in. There shall be no raised edges that could allow someone to trip for either pavers or materials adjacent to pavers. The tolerance for such edges shall be 0" - 1/16" maximum in range, and shall be in conformance with all ADA requirements.

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. Where required, pavers shall be accurately cut with masonry or concrete saw. Cut edges shall be plumb and straight. Scoring and breaking shall not be acceptable. 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. Paver edgings shall be installed per manufacturer's recommendations.

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

Protect newly laid pavers with plywood or carpeting as the work progresses. If additional leveling is required, you must protect the surface to avoid chipping.

<u>Method of Measurement:</u> BRICK SIDEWALK will be measured in place per square foot.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per square foot for BRICK SIDEWALK and include all materials, labor, setting bed, and accessories. All sand shall be included in the cost of this item.

Removal of existing ADA bricks shall be paid for separately at the contract unit price per square foot for BRICK SIDEWALK REMOVAL.

Removal of existing Portland cement base course under brick sidewalks shall be paid separately at the contract unit price per square foot for SIDEWALK REMOVAL.

Any Portland cement base course necessary shall be paid separately at the contract unit price per square foot for PORTLAND CEMENT SIDEWALK 5INCH.

BRICK PAVER REMOVAL AND REPLACEMENT

<u>Description:</u> This item shall consist of furnishing all labor, materials, tools and equipment required to remove and replace brick paver, in accordance with the drawings and as herein specified. In addition to the clay brick pavers, the work shall include, but is not limited to, the setting bed, joint sand, weep holes, and all setting accessories.

Except as modified herein, the work shall be done in accordance with applicable articles of the Standard Specifications at locations as shown on the plans or as directed by the Engineer.

General Requirements:

SUBMITTALS

Samples: Five individual samples of each brick color and/or texture showing representative of size, shape, color and finish, indicating color variation and texture range expected in finished installation.

Submit manufacturer's certification of conformance to ASTM standards.

Certifications: Submit certifications that all brick pavers will meet or exceed designated specifications.

Polymeric Joint Sand:

- 1. Test results from an independent testing laboratory for sieve analysis per ASTM C 136 conforming to the grading requirements of ASTM C 144.
- 2. Samples for Initial Selection: Provide three representative samples in containers of Polymeric Joint Sand material, cured and dried, for color selection.
- 3. Samples for Verification: Provide three one pound samples in containers of Polymeric Joint Sand.

DELIVERY, STORAGE AND HANDLING

Delivery: Deliver materials in manufacturer's original, unopened, undamaged packaging with identification labels intact.

1. Unload pavers with proper equipment, so no damage occurs to pavers.

Storage: Store materials so they are protected from contamination by foreign substances and excessive moisture.

1. Store pavers to prevent damage and staining.

- 2. Do not store bedding sand and jointing sand on compacted aggregate base course or in areas that channel water into the sand.
- 3. Cover bedding sand and jointing sand with waterproof covering. Secure the covering in place.

QUALIFICATIONS OF INSTALLER

Installer shall have a minimum of five years of experience installing clay pavers.

Installer shall submit for approval, a list of projects similar in nature and size that establishes his/her ability to complete this project. A resume for the project-superintendent should be submitted to establish his/her ability to complete the project. If for any reason, the qualifications are not acceptable, work shall not commence until an acceptable installer is found.

Pre-Installation Meeting(s):

- 1. Conduct pre-installation meeting [two weeks] prior to commencing work of this Section to verify project requirements, substrate condition, coordination with other trades and installation instructions.
- 2. Confirm status of ordered material.

Material:

Clay Brick Pavers: Shall be comprised of 2-1/4" thickness x 4" x 8" pavers in size and shall have rolled (or repressed) chamfers.

Paver mix shall include the following paver colors:

75% English Edge Ironspot 15% English Edge Dark Accent 10% English Edge Red

Paver Manufacturer: Pine Hall Brick; 2701 Shorefair Drive; Winston Salem, NC, 27105; phone: (336) 721-7500; local representative (847) 468-0091.

Slip resistance shall be tested in general accordance with ASTM C 1028-96, standard test method for determining the static coefficient of friction of ceramic tile and other like surfaces by the horizontal dynamometer pullmeter test. Minimum static coefficient of friction shall be .60 for wet and .70 for dry.

Sand Setting Bed: Where sand setting bed is required due to grading as indicated on the plans, the sand shall meet the requirement of Section 1003 of the Standard Specification for FA-6. Thickness of setting bed shall vary to allow the surface of the pavers to be at the required finished grade. The

paver joint material shall be dry sand conforming to ASTM C-144 with all particles passing the No. 16 sieve. All sand shall be included in the cost of this item.

See Brick Sidewalk specification for tactile brick pavers.

<u>Construction:</u> The Contractor shall remove the existing brick paver sidewalks throughout the limits on the plans shown as BRICK PAVER REMOVAL AND REPLACEMENT. Brick Pavers, and setting bed shall be disposed of according to Article 202.03.

Pavers shall be installed per the respective manufacturer's recommendations. No paver setting work shall be performed when the underlayment has free moisture, ice, or snow, or when the underlayment is frozen. Concrete underlayment shall be sound, clean, and free from debris and materials or substances that will hinder the bond of the setting bed. The top surface of concrete underlayment slab shall not vary more than one half (1/2) inch of its proposed elevation. See detail plans for cross section of typical unit paver system.

To reduce dust during paver installation, pavers shall only be cut using wet saws. No dry cutting is permitted. Cut pavers shall be placed in areas shown on the details in the plans. "L" shaped pavers shall be avoided where possible. Pavers shall be cut radially when joints between pavers on curves exceed 1/8 inch. Radial cut pavers shall be created by trimming both sides of paver.

Sand Setting Bed: Sand shall be spread over the existing PCC base course to the depth indicated by the grading shown on the plans. If additional PCC base course is required by the Resident Engineer, it will be paid for separate as PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH according to section 424. Existing base course removal required due to grading will be paid for separate as SIDEWALK REMOVAL. Sand shall be spread so that there is a minimum ¾" thickness and no more than a 1" thickness. Sand shall be leveled to required slope and grade. Bed shall not be compacted until pavers are installed. Surface tolerances shall be within all ADA requirements in both the transverse and longitudinal directions.

<u>Paver Installation.</u> Setting bed shall be protected from damage prior to setting pavers. Unit pavers shall be set on bituminous setting bed. Setting shall be done by competent workmen under adequate supervision, and in accordance with manufacturer's recommendations. Pavers with chips, cracks, or other structural or aesthetic defects or those rejected by the Engineer shall not be used. 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 not exceed 1/16 in. There shall be no raised edges that could allow someone to trip for either pavers or materials adjacent to pavers. The tolerance for such edges shall be 0" - 1/16" maximum in range. Pavers shall be installed in a pattern to match the existing pattern in kind.

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. Where required, pavers shall be accurately cut with masonry or concrete saw. Cut edges shall be plumb and straight. Scoring and breaking shall not be acceptable. 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. Paver edgings shall be installed per manufacturer's recommendations.

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

Protect newly laid pavers with plywood or carpeting as the work progresses. If additional leveling is required, you must protect the surface to avoid chipping.

Method of Measurement: BRICK PAVER REMOVAL AND REPLACEMENT will be measured in place per square foot.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per square foot for BRICK PAVERS REMOVAL AND REPLACEMENT and include all materials, labor, setting bed, and accessories. All sand shall be included in the cost of this item.

Removal of existing Portland cement base course under brick sidewalks shall be paid separately at the contract unit price per square foot for SIDEWALK REMOVAL.

Any Portland cement base course necessary shall be paid separately at the contract unit price per square foot for PORTLAND CEMENT SIDEWALK 5INCH.

MAINTENANCE OF EXISTING TRAFFIC SIGNAL AND FLASHING BEACON INSTALLATION

Effective: May 22, 2002 Revised: July 1, 2015

850.01TS

General.

- 1. Full maintenance responsibility shall start as soon as the Contractor begins any physical work on the Contract or any portion thereof. If Contract work is started prior to a traffic signal inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection.
- 2. The Contractor shall have electricians with IMSA Level II certification on staff to provide signal maintenance. A copy of the certification shall be immediately available upon request of the Engineer.
- 3. This item shall include maintenance of all traffic signal equipment and other connected and related equipment such as flashing beacons, emergency vehicle pre-emption equipment, master controllers, uninterruptable power supply (UPS and batteries), PTZ cameras, vehicle detection, handholes, lighted signs, telephone service installations, communication cables, conduits to adjacent intersections, and other traffic signal equipment.
- 4. Regional transit, County and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as PTZ cameras, switches, transit signal priority (TSP and BRT) servers, radios and other devices that shall be included with traffic signal maintenance at no additional cost to the contract.
- 5. Maintenance shall not include Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, or peripheral equipment. This equipment is operated and maintained by the local municipality and should be de-activated while on contractor maintenance.
- 6. The energy charges for the operation of the traffic signal installation shall be paid for by the Contractor.

Maintenance.

1. The Contractor shall check all controllers every two (2) weeks, which will include visually inspecting all timing intervals, relays, detectors, and pre-emption equipment to ensure that they are functioning properly. The Contractor shall check signal system communications and phone lines to assure proper operation. This item includes, as routine maintenance, all portions of emergency vehicle pre-emption equipment. The Contractor shall maintain in stock at all times a sufficient amount of materials and equipment to provide effective temporary and permanent repairs. Prior to the traffic signal maintenance transfer, the contractor shall supply a detailed maintenance

- schedule that includes dates, locations, names of electricians providing the required checks and inspections along with any other information requested by the Engineer.
- 2. The Contractor is advised that the existing and/or span wire traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shut down the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.
- 3. The Contractor shall provide immediate corrective action when any part or parts of the system fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. When repairs at a signalized intersection require that the controller be disconnected or otherwise removed from normal operation, and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor shall be required to place stop signs (R1-1-36) at each approach of the intersection as a temporary means of regulating traffic. When the signals operate in flash, the Contractor shall furnish and equip all their vehicles assigned to the maintenance of traffic signal installations with a sufficient number of stop signs as specified herein. The Contractor shall maintain a sufficient number of spare stop signs in stock at all times to replace stop signs which may be damaged or stolen.
- 4. The Contractor shall provide the Engineer with 2 (two) 24 hour telephone numbers for the maintenance of the traffic signal installation and for emergency calls by the Engineer.
- 5. Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of the Standard Specifications and these special provisions.
- 6. The Contractor shall respond to all emergency calls from the Department or others within one (1) hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the contract. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the State's Electrical Maintenance Contractor perform the maintenance work. The Contractor shall be responsible for all of the State's Electrical Maintenance Contractor's costs and liquidated damages of \$1000 per day per occurrence. The State's Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The Contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or

the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Contractor to make reviews of the Existing Traffic Signal Installation that has been transferred to the Contractor for Maintenance.

- 7. Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.
- 8. Equipment included in this item that is damaged or not operating properly from any cause shall be replaced with new equipment meeting current District One traffic signal specifications and provided by the Contractor at no additional cost to the Contract and/or owner of the traffic signal system, all as approved by the Engineer. Final replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted. Cable splices outside the controller cabinet shall not be allowed.
- 9. Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, and peripheral equipment, damaged or not operating properly from any cause, shall be the responsibility of the municipality or the Automatic Traffic Enforcement Company per Permit agreement.
- 10. The Contractor shall be responsible to clear snow, ice, dirt, debris or other condition that obstructs visibility of any traffic signal display or access to traffic signal equipment.
- 11. The Contractor shall maintain the traffic signal in normal operation during short or long term loss of utility or battery back-up power at critical locations designated by the Engineer. Critical locations may include traffic signals interconnected to railroad warning devices, expressway ramps, intersection with an SRA route, critical corridors or other locations identified by the Engineer. Temporary power to the traffic signal must meet applicable NEC and OSHA guidelines and may include portable generators and/or replacement batteries. Temporary power to critical locations shall not be paid for separately but shall be included in the contract.
- 12. Temporary replacement of damaged or knockdown of a mast arm pole assembly shall require construction of a full or partial span wire signal installation or other method approved by the Engineer to assure signal heads are located overhead and over traveled pavement. Temporary replacement of mast arm mount signals with post mount signals will not be permitted.

Basis of Payment.

This work will be paid for at the contract unit price per each for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION. Each intersection will be paid for separately. Maintenance of a standalone and or not connected flashing beacon shall be paid for at the contract unit price for MAINTENANCE OF EXISITNG FLASHING BEACON INSTALLATION. Each flashing beacon will be paid for separately.

USE OF PESTICIDES IN LANDSCAPING WORK

The contractor is hereby notified that in the event pesticides are to be used in any of the landscape operations of this project, they and/or their subcontractors shall comply with the requirements of Village Code, Chapter 20, Section 10. This code requires the applicator to be licensed in the Village, that the area treated shall be posted at time of application, and the time and location be logged by the applicator.

The work necessary to fulfill these requirements as well as any license fees shall be included within the Landscaping Pay Items.

WELDED WIRE FABRIC 6 X 6

<u>Description</u>: This work shall be done in accordance with these Special Provisions and the materials used shall be in accordance with the applicable portions of Section 1006 of the Standard Specifications for Road and Bridge Construction.

Welded wire fabric 6x6 shall be placed within the concrete for PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH SPECIAL and HIGH-EARLY STRENGTH PORTLAND CEMENT CONCRETE BASE COURSE 7". The fabric shall be set on chairs to ensure that it is half the thickness of the proposed concrete.

<u>Method of Measurement</u> WELDED WIRE FABRIC 6 X 6 will be measured on a square foot basis.

<u>Basis of Payment</u>: This work shall be paid for at the contract unit price bid per SQUARE YARD for WELDED WIRE FABRIC 6X6, which includes all labor, equipment, and material necessary to complete.

DRILL AND GROUT DOWEL BARS

<u>Description</u>: Work under this item must be performed in accordance with Sections 442, 420, and 1000 of the Standard Specifications for Road and Bridge Construction and subsequent special provisions. The work consists of furnishing and installing epoxy coated, deformed reinforcement bars, of the size specified, in the existing Portland cement concrete (PCC) base course between CONCRETE CURB, SPECIAL and the existing PCC base course below the roadway. The dowel bars must be 18" in length and be spaced as shown in the plans. This work must be performed at the location, as detailed, or as directed by the Engineer.

<u>General Requirements</u>: Materials must meet the requirements of Article 1006.10 of the Standard Specifications for reinforcement bars, Grade 60, and Article 1024.01 of the Standard Specifications for Non-shrink Grout or one of the approved chemical adhesives as listed by the Bureau of Materials and Physical Research. Epoxy adhesive will not be allowed.

Bars must be located and spaced as indicated on the plan detail. Individual bar locations must be shifted at least 5 inches away from existing cracks, joints and unsound concrete.

Holes for dowel bars must be drilled with suitable equipment for this purpose to the depth shown and to a diameter large enough to allow grouting around the dowel bar. The dowel bars must be secured in the drilled holes with non-shrink grout. The grout must be allowed to cure before the concrete for CONCRETE CURB, SPECIAL or concrete base courses are poured.

<u>Method of Measurement</u>: DRILL AND GROUT DOWEL BARS will be measured on a per each basis.

Basis of Payment: This work will be paid for at the contract unit price each for DRILL AND GROUT DOWEL BARS, which price will be payment in full for drilling holes, furnishing and installing all materials, and for all labor, tools, equipment, and incidentals necessary to complete the work as specified.

PLANTING SOIL, FURNISH AND PLACE 24"

Work under this item must be performed in accordance with Division 200 and Section 211 of the Standard Specifications for Road and Bridge Construction and subsequent special provisions except as herein modified.

<u>Description:</u> This work must consist of locating, stockpiling, testing, preparing, and placing planting soil including finish grading. All operations and materials to be furnished within this Item must be included PLANTING SOIL, FURNISH AND PLACE 24".

It must include the excavation of all planting sites and plant beds and tree pits, of the necessary volume of existing material to specified depths and disposing of debris and the material removed, and removal and disposal of spoil; root removal only as directed by the Engineer; grading the area; furnishing the planting soil and other soil mix ingredients, mixing them and preparing them for placement; and placing required soil mix volumes; raking and preparing the soil mix for planting. This work must also include the excavation of the volume of existing material at locations where proposed trees will be planted. It also includes any plant under drainage layers, and excess excavation and disposal of material required to accommodate drainage layers, as shown on the plans, which may be required by the Engineer.

General Requirements: Notify Utility Owner and have Utility Owner stake all locations of utilities prior to any excavation operations. Contractor must be responsible for location of all utilities prior to any disruption of grade. Adequate advance notification and clearance by Utilities Alert Network (JULIE) is required for all planting sites.

The excavation and placement of planting soil mix, after settlement, must be the entire length and width of beds, to the following depths:

Curbed Planters: Excavate to full dimensions shown on the Drawings. Add approved planting soil mix to volumes shown on the Drawings and compact as shown and specified herein.

Provide all excavations of plant beds and tree pits. Excavate to full dimensions shown on the Drawings. Excavation and grading around protected existing tree roots and plant materials must be done by hand. Remove all excavated materials and legally dispose offsite. Note that excavation of all areas is incidental to this item.

Notify Engineer immediately if unusual subgrade conditions exist, such as old foundations or uncharted utilities are discovered. Notify Engineer immediately if conditions do not allow enough space for required soil depths.

Provide soil tests, sandy loam planting soil, sand and all other specified materials to be used as ingredients for preparing planting soil mix for all areas. All landscape areas indicated on the plans must be filled with planting soil mix. Suitable fill in all landscape areas must be defined as

PLANTING SOIL, FURNISH AND PLACE 24". Additional or alternate materials must meet the approval of the Engineer.

Submittals:

Samples: Before any planting soil is delivered, the Contractor must furnish the Engineer soil samples and statements specified herein. The Contractor must inform the Engineer in writing, 10 days in advance of the delivery of planting soil to the job site, as to the location from which the planting soil is to be obtained, names and addresses of the Owners of the properties, the crops or plants which have been grown in the soil during the past 5 years and the depth to which the top soil is to be taken. A minimum of three (3) samples of the planting soil proposed for this work must be furnished a minimum of ten days before delivery of planting soil to the jobsite. Each sample submitted must be in a separate container, approximately one-quart in size, appropriately labeled and taken from a different location at the source. Each container must be completely filled with un-compacted planting soil. Do not deliver soil to the site until the Engineer has approved required submittals.

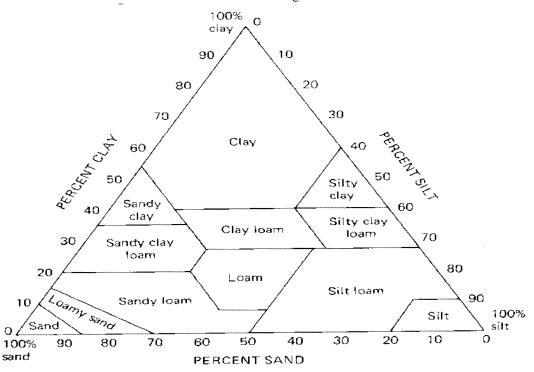
Soil Testing: Planting soil must be tested and approved prior to preparing planting soil mix and prior to delivery to the site. Planting soil that is mixed or delivered to the site prior to testing and approval by the Engineer will be rejected. The Contractor must submit a horticultural soil test to the Engineer showing the results of a mechanical sieve test which demonstrates that the planting soil is sandy loam, having less than 50% preponderance of clay and silt, a pH tests evidencing compliance with pH requirements, and other test results as specified below.

The Contractor must employ a soil testing agency acceptable to the Engineer and which uses methods approved by the Association of Agricultural Chemists. A minimum of three (3) samples must be taken from different locations of proposed planting soil source.

The planting soil test must report and the appropriate ranges are as follows:

- 1. Chemical Analysis/Soil Reaction: pH between 5.5 and 7.0.
- 2. Mechanical Analysis: Sandy Loam as defined by the chart below.
- 3. Additionally the following variables are required.
 - a. Cation exchange capacity (CEC)
 - b. Soluble salts
 - c. Organic matter
 - d. Phosphorous
 - e. Available potassium
 - f. Other nutrients
 - g. Residual chemicals, herbicides, pesticides
- 4. Recommendations to mitigate any issues from the results in items 3a through 3g.

The mechanical analysis should show that the % sand (25% to 33%), % silt (45% to 77%), and the % clay (0% to 28%) must yield a **silt loam soil**. See the attached Textural Classes diagram. To determine the class plot a line parallel to the % clay axis starting the line at the value of the % silt. Plot another line parallel to the % sand axis starting the line at the value of the % clay. The intersection of these lines should be in the silt loam region.



Planting Soil Quality: Planting soil must be pulverized, natural, fertile, friable, sandy loam planting soil-possessing characteristics of rich productive A horizon planting soil in the Chicago area. Clay soils will not be acceptable. Planting soil must be obtained from naturally well-drained areas, not excessively acidic or alkaline within a tolerance of 5.5 to 7.0 pH and contain no toxic substances which may be harmful to plant or sod growth. It must be free from clay lumps, roots, stones and other debris. Planting soil must not be handled in a frozen or muddy condition. Supplemental planting soil means all planting soil imported to the site, which is required to meet finish grades shown.

All planting soil for planting must be a loamy soil rich in organic matter, without admixture of B horizon subsoil or any material toxic to plant growth. It must be free from large roots, sticks, hard clays, weeds, bush, stones, or other litter or waste materials of any kind. Acceptable planting soil must also have demonstrated, in its original location that it has the ability to sustain healthy plant growth of the species required.

<u>Planting Soil Mix and Amendments:</u> Planting soil mix must consist of a mixture of (2) two parts of well-pulverized planting soil, as approved by the Engineer upon review of soil test

compliance for mechanical properties and pH range, and (1) one part coarse sand, and all amendments recommended by the Soil Test Laboratory and as specified herein.

Sand must consist of clean, sharp, well-graded, coarse sand of an FA-2 gradation, free of dust, foreign and organic matter, with a pH of 6.0 to 7.0. If approved by the Engineer, planting soil must be amended with 1) sulfur or limestone to adjust pH, quantity determined by soil test to achieve a slightly acid soil, 2) gypsum incorporated at the rate of 88 kg/92 square meters, and 3) fertilizers as recommended by the soil test laboratory.

Prepare Planting Soil Mix off the site. Do not store soil mix materials on site. Planting soil must be dry prior to amending. Clean planting soil of lumps, stones, debris and noxious weeds before mixing. Provide supplemental pulverized planting soil and sand to achieve soil mix volumes and ratios required to meet finish grades. Mix planting soil and amendments thoroughly to provide uniform mixture, using drum-type mechanical mixer, or other means acceptable to the Engineer. Thoroughly mix all amendments by mechanical means prior to soil placement.

Soil mix must be amended full depth. Mix specified soil amendments at rates according to soil test recommendations. Mix pH adjusters with dry soil prior to adding any gypsum or fertilizers. Fertilize according to soil test recommendation, and with super-phosphate.

Sulfur must be granular as specified by the Engineer, according to the soil test recommendations and to the types of plantings in the area requiring amendments. Ground limestone (calcium carbonate) if required as specified by the Engineer, must have an analysis as specified in accordance with Section 1124 of the Standard Specifications.

Gypsum must be pelletized, consisting of calcium sulfate, calcium, sulfur, and water soluble binder, with a maximum moisture content of one percent, and 95% finished pellet size passing between #4 and #14 mesh, gray in color, such as Cal-Sul, as manufactured by American Pelletizing Corporation, Des Moines, Iowa; or equivalent.

Fertilizer must be complete fertilizer, uniform in composition, free flowing and suitable for application with approved equipment. Type and application rates must be determined by testing agency soil test, but may contain the following percentages by weight: 10% nitrogen, 10% phosphorous, and 10% potash. If recommended by testing lab, apply a soluble mixture of treated minerals, 20% available phosphoric acid, rate to be determined by testing lab.

<u>Inspections:</u> The Engineer retains the right to visually inspect planting soil mix on site before placement. The Engineer may ask that material suspected of not meeting specification be removed from the site. The Engineer may take samples of the planter soil after it has been placed. The same chemical and mechanical test will be performed. If the in place planting soil does not meet specification, than that area or planter will not be paid for. The Contractor will be given an opportunity to remedy the planting soil, so that full payment can be made.

Preparation, Drainage Tests and Underdrainage:

Lay out plant bed locations, mark with stakes, adjust locations if requested and obtain the Engineer's approval of locations before proceeding. Perform excavations and clean planting areas of all trash and debris before placement of soil mix. Remove and legally dispose offsite all excavated materials and items removed from cleaning and preparing beds.

Test all tree and plant bed pits by filling with water prior to backfilling with soil. If excavation does not percolate within 2 hours, inform Engineer and obtain his instructions before proceeding with backfill operations.

Washed Drainage Gravel: Water-worked, hard, durable non-limestone gravel, washed free of loam, sand, clay and other foreign substances, such as pea Gravel: 3/8" minimum, 5/8" maximum.

Soil Separator: 100% continuous polymeric filament, polyester non-woven, needle-punched landscape filter fabric with a weight of 4.2 oz/yd., 70 mils thick, with needlepoint puncture, such as Trevira Spunbond #011/140, as manufactured by Hoechst Celanese Corporation of Spartanburg, South Carolina. Do not use woven, knitted, heat bonded or polyethylene soil separator.

Drainage Sand: Clean, sharp, well-graded, coarse sand passing 1/4" mesh screen, free of dust, foreign and organic matter, with a pH of 5.5 to 6.5.

Placement:

Structure Adjustments. Perform or coordinate final adjustments of any utility structure.

Bed Prep. Clean planters of all trash and debris before placement of soil mix. Remove and legally dispose of debris off site. Repair to the satisfaction of the Engineer any portion of the sand pre-filter under drainage fabric or layers prior to installation of planting soil mix.

<u>Place Planting Soil Mix.</u> All beds must be completely backfilled with planting soil mix, raked, and prepared for planting. Provide, place, spread and rough grade specified planting soil mix for planting in all areas to be planted, to depths specified.

<u>Place planting soil in 6-inch lifts.</u> Upon installation of the first planting soil mix lift, moisten the surface at a rate of two gallons of water per square foot. Allow water to thoroughly percolate through the soil before placing the next lift. Allow soil to settle and dry at which time compact with manual pull-behind 100 pound per square foot concrete sod roller with one pass over the entire planting soil surface. Compact to 90% under all root balls and under all areas which will be paved over.

Check permeability of soil before adding second lift. Upon approval from the Engineer, install second lift of planting soil, moisten, allow for settling and compact to 90% under all root balls

and under all areas which will be paved over. Place additional planting soil mix in required lifts following the same procedures, as necessary. Place enough soil mix to meet finish grades within specified tolerances, including any additional rolls to grades as described on the plans. Allow for placement and mixing of mulch, but place enough soil mix to meet finish grades within specified tolerances.

Protect soil mix from freezing prior to planting.

Final Grading: Rake smooth and finish grade all planted areas. The removal of excess material or the addition of planting soil maybe required prior to landscaping. This must be considered incidental to planting soil. Grading will be to a tolerance +/- 0.10 foot of design grades. Grade disturbed by irrigation installation must be restored to finish grade and raked smooth.

The finish surface of the soil must be free from clods, stones, sticks and debris and must conform to the lines, grades and the minimum thickness shown on the plans. Raking and rolling of the entire surface must be made until the surface reaches a finish grade condition. Existing sidewalks, curbs, structures, trees and other plant materials that are to remain in place must be protected from damage. Any damage caused by the Contractor must be replaced at the Contractor's expense. All material "tracked" down the street must be removed each day. All sidewalks, driveways, alleys and pavements must be left in a broom cleaned condition daily.

All debris, litter, tire tracks, dirt, and unintended materials must be removed, swept or washed off of all landscape and hard median surfaces and pavement on a daily basis.

<u>Method of Measurement:</u> PLANTING SOIL, FURNISH AND PLACE 24" will be measured for payment in place and the volume computed in square yards.

Basis of Payment: This work will be paid for at the contract unit price per square yard for PLANTING SOIL, FURNISH AND PLACE 24", which prices must include all materials, labor, excavation and equipment necessary to complete the work.

PLANTING WOODY PLANTS

Effective: January 1, 2012 Revised: August 1, 2012

Revise the second sentence of Article 253.01 of the Standard Specifications to read:

"This work shall consist of furnishing, transporting, and planting woody plants such as trees, shrubs, evergreens, vines, and seedlings."

Revise Article 253.02(a) of the Standard Specifications to read:

Revise the first sentence of Article 253.08(a) of the Standard Specifications to read:

"(a) Excavation for Deciduous Trees and Evergreen Trees."

Revise the first sentence of Article 253.08(b) of the Standard Specifications to read:

"(b) Excavation for Deciduous Shrubs, Evergreen Shrubs, Vines, and Seedlings."

Delete the fourth paragraphs of Article 253.10 and substitute the following:

Work each layer by hand to compact backfill and eliminate voids. Maintain plumb during backfilling. When backfill is approximately 2/3 complete, saturate backfill with water and repeat until no more water can be absorbed. Place and compact remainder of backfill and thoroughly water again. Approved watering equipment shall be at the site of the work and in operational condition PRIOR TO STARTING the planting operation and DURING all planting operations OR PLANTING WILL NOT BE ALLOWED.

Delete Article 253.11 and substitute the following:

Within 48 hours after planting, mulch shall be placed around all plants in the entire mulched bed or saucer area specified to a depth of 3 inches (76 mm). No weed barrier fabric or pre-emergent herbicide will be required for tree and shrub planting.

Revise the first sentence of Article 253.13 of the Standard Specifications to read:

"All deciduous and evergreen trees, with the exception of multi-stem or clump form specimens, over 8 ft (2.5 m) in height shall require three 6 ft (2 m) long steel posts so placed that they are equidistant from each other and adjacent to the outside of the ball."

Revise the first sentence of the second paragraph of Article 253.14 of the Standard Specifications to read:

"This period of establishment for the 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 oblige in the full amount of the planting quantities subject to this period of establishment, multiplied by their contract unit prices."

Revise the third sentence of Article 253.16 of the Standard Specifications to read:

"Trees, shrubs, evergreens, and vines will be measured as each individual plant."

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, EVERGREENS, or 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 completion of planting, mulch covering, wrapping, and bracing, 90 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 ten percent of the pay item(s) will be paid."

Revise the first paragraph of Article 1081.01 of the Standard Specifications to read:

"1081.01 Trees, Shrubs, Evergreens, Vines, and Seedlings. Trees, shrubs, evergreens, vines, and seedlings shall be according to the current standards adopted by the ANLA."

PLANTING PERENNIAL PLANTS

Delete Article 254.04 (b) Planting Times and substitute the following:

The perennials and vines shall be planted after all construction work has been completed and during the time frame either between May 1 and June 15.

Refer to Plant Bed Preparation Special Provision for Layout of Planting and Planting Procedures.

Delete the first sentence of Article 254.07 Mulching and substitute the following:

Within 24 hours, the entire perennial plant bed shall be mulched with a total of 3 inches (75 mm) of fine grade Shredded Mulch. A mulch sample shall be submitted to the Engineer for approval 72 hours prior to placing. Care shall be taken to place the mulch so as not to smother the plants.

Delete Article 254.09 (b) and substitute the following:

Perennial plants must undergo a 30-day period of establishment. Additional watering shall be performed not less than twice a week for four weeks following installation. Water shall be applied at the rate of 2 gallons per square foot. Should excess moisture prevail, the Engineer may delete any or all of the additional watering cycles. In severe weather, the Engineer may require additional watering.

A spray nozzle that does not damage small plants must be used when watering perennial plants. Water shall be applied at the base of the plant to keep as much water as possible off plant leaves. Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing water to flow beyond the periphery of the bed.

Add the following to Article 254.08 Period of Establishment:

(c) During the period of establishment, weeds and grass growth shall be removed from within the mulched perennial beds. This weeding shall be performed twice during the 30 day period of establishment. The Contractor will not be relieved in any way from the responsibility for unsatisfactory plants due to the extent of weeding.

The weeding may be performed in any manner approved by the Engineer provided the weed and grass growth, including their roots and stems, are removed from the area specified. Mulch disturbed by the weeding operation shall be replaced to its original condition. All debris that results from this operation must be removed from the right-of-way and disposed of at the end of each day in accordance with Article 202.03.

Add the following to Article 254.11 Basis of Payment:

- a) Payment for Shredded Mushroom Compost shall be included in the contract unit price of the perennial plant pay item.
- b) The unite price shall include the cost of all materials, equipment, labor, plant care, removal, disposal and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

SODDING

Add the following to the first paragraph of Article 252.03 Ground Preparation:

Excavation area limits must end at the drip line of all existing trees to remain. Where existing trees are indicated to remain and be protected, existing grade cannot be changed either by excavation or addition of mulch or topsoil by more than 3 inches within the existing dripline.

Where unsuitable soil is encountered, excavate area of all unsuitable materials such as concrete, limestone base materials, subsoil, roots, and other debris to a depth of 4". Place TOPSOIL FURNISH AND PLACE, 4" to excavated low areas, restore damage, and provide smooth finish grades.

All materials must be removed each day from the site, no on –site storage of materials is allowed. All sidewalks, driveways, alleys, and pavements must be left in a broom-cleaned condition.

Add the following to the end of article 252.13:

Topsoil required to fill excavated low areas will be paid for at the unit price for TOPSOIL FURNISH AND PLACE, 4".

BRICK PAVERS

<u>Description</u>: This item shall consist of furnishing all labor, materials, tools and equipment required to construct clay brick paver street paving crosswalks, for heavy vehicle application, in accordance with the drawings and as herein specified. In addition to the clay brick pavers, the work shall include, but is not limited to, the bituminous setting bed, joint sand, weep holes, and all setting accessories.

Except as modified herein, the work shall be done in accordance with applicable articles of the Standard Specifications at locations as shown on the plans or as directed by the Engineer.

Submittals:

Samples: Five individual samples of each brick color and/or texture showing representative of size, shape, color and finish, indicating color variation and texture range expected in finished installation.

Submit manufacturer's certification of conformance to ASTM standards.

<u>Certifications.</u> Submit certifications that all brick pavers will meet or exceed designated specifications.

Polymeric Joint Sand.

- 1. Test results from an independent testing laboratory for sieve analysis per ASTM C 136 conforming to the grading requirements of ASTM C 144.
- 2. Samples for Initial Selection: Provide three representative samples in containers of Polymeric Joint Sand material, cured and dried, for color selection.
- 3. Samples for Verification: Provide three one pound samples in containers of Polymeric Joint Sand.

<u>Delivery</u>: Deliver materials in manufacturer's original, unopened, undamaged packaging with identification labels intact.

1. Unload pavers with proper equipment, so no damage occurs to pavers.

Storage: Store materials so they are protected from contamination by foreign substances and excessive moisture.

- 1. Store pavers to prevent damage and staining.
- 2. Do not store bedding sand and jointing sand on compacted aggregate base course or in areas that channel water into the sand.
- 3. Cover bedding sand and jointing sand with waterproof covering. Secure the covering in place.

<u>Installer Qualifications:</u> Installer shall have a minimum of five years of experience installing clay pavers.

Installer shall submit for approval, a list of projects similar in nature and size that establishes his/her ability to complete this project. A resume for the project-superintendent should be submitted to establish his/her ability to complete the project. If for any reason, the qualifications are not acceptable, work shall not commence until an acceptable installer is found.

Pre-Installation Meeting(s):

- 1. Conduct pre-installation meeting two weeks prior to commencing work of this Section to verify project requirements, substrate condition, coordination with other trades and installation instructions.
- 2. Confirm status of ordered material.

Material:

Harlem to Belleforte ave:

Clay Brick Pavers: Paver field and soldier course shall be comprised of relieved edge lugged pavers with 2-5/8" thickness x 4" x 8" dimensions.

Unit pavers shall be in the Manganese Ironspot color with wirecut finish and laid in a herringbone pattern for the field in combination with a soldier course.

Paver Manufacturer: Endicott, P.O. Box 17, Fairbury, NE 68352. Phone: 402-729-3315, Fax: 402-729-5804, email: endicott@endicott.com.

Ridgeland Ave:

Clay Brick Pavers: Shall be comprised of 2-1/4" thickness x 4" x 8" pavers in size and shall have rolled (or repressed) chamfers.

Paver mix shall include the following paver colors:

75% English Edge Ironspot

15% English Edge Dark Accent

10% English Edge Red

Paver Manufacturer: Pine Hall Brick; 2701 Shorefair Drive; Winston Salem, NC,

27105; phone: (336) 721-7500; local representative (847) 468-0091.

Slip resistance shall be tested in general accordance with ASTM C 1028-96, standard test method for determining the static coefficient of friction of ceramic tile and other like surfaces by the horizontal dynamometer pull-meter test. Minimum static coefficient of friction shall be .60 for wet and .70 for dry.

Bituminous Setting: Bituminous setting bed shall meet the requirements of asphalt cement/binder complying with ASTM D3381 or ASTM D6373. Fine aggregate shall comply with ASTM D1073 or ASTM D3515.

<u>Tack Coat:</u> Tack coat shall be emulsified asphalt complying with ASTM D977, Type SS-1 or SS-1h or cutback asphalt complying with ASTM D2028.

<u>Installation</u>: Pavers shall be installed per the respective manufacturer's recommendations. No paver setting work shall be performed when the underlayment has free moisture, ice, or snow, or when the underlayment is frozen. Concrete underlayment shall be sound, clean, and free from debris and materials or substances that will hinder the bond of the setting bed. The top surface of concrete underlayment slab shall not vary more than one half (1/2) inch of its proposed elevation. See detail plans for cross section of typical unit paver system.

To reduce dust during paver installation, pavers shall only be cut using wet saws. No dry cutting is permitted. Cut pavers shall be placed in areas shown on the details in the plans. "L" shaped pavers shall be avoided where possible. Pavers shall be cut radially when joints between pavers on curves exceed 1/8 inch. Radial cut pavers shall be created by trimming both sides of paver.

<u>Staging:</u> The installation shall be staged such that two-traffic can continue during construction, no additional payment will be made for staging.

Due to grade changes at Ridgeland Ave, the installation shall not be performed until after the Binder has been installed.

Tack Coat. The tack coat, should be installed when the ambient temperature is above 50 °F (10 °C). The surface of the base material should be thoroughly clean and dry before application. The tack coat should not be applied if rain is likely before placing the setting bed. The tack coat should be thoroughly mixed and heated to the appropriate application temperature, taking all necessary safety precautions. The tack coat should not be diluted. It should be uniformly applied by spraying, brushing or squeegeeing to the top of the base and to all surfaces that will be in contact with bituminous setting bed. The application rate should be established before the work starts. As work progresses, the rate can be verified by marking out the area that one pail or drum will cover. The installer should not apply more tack coat at any time than can be covered with the bituminous setting bed during the same day.

Emulsified asphalt tack coats are typically applied at a rate of 0.9 to 1.3 gal per 100 ft² (3.6 to 5.3 liters per 10.0 m²) to concrete bases and 0.6 to 1.0 gal per 100 ft² (2.5 to 4.1 liters per 10.0 m²) to asphalt bases. Cutback asphalt tack coats are typically applied at a rate of 1.2 to 1.5 gal per 100 ft² (4.8 to 6.1 liters per 10.0 m²) to concrete bases and 1.0 to 1.3 gal per 100 ft² (4.1 to 5.3 liters per 10.0 m²) to asphalt bases. Once applied the tack coat should not be disturbed and should be allowed to cure or break before covering with the setting bed material. This may take a few hours dependent on weather conditions.

The tack coat should be applied to the base in a thin, continuous, uniform layer. If it is applied too thin or so that some areas of the base remain uncoated, the setting bed will not bond properly, creating a weakness or layer separation in the pavement. This can be detrimental if water accumulates and freezes in the separated area. If too much tack coat is applied, the thicker areas can create a slip plane, or the tack coat can penetrate the bituminous setting bed material and reduce its stability. These issues become more critical as the amount of vehicular traffic increases.

Bituminous Setting Bed. Asphalt shall be spread over the PCC base course to the depth indicated on the plans as a setting bed for pavers. The HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE BASE COURSE will be paid for separately. Temperature should be above 40°F (4 °C) before placing setting bed material. Depth-control rails should be set on the existing surface to proper line and level using shims to account for surface irregularity. Allowance should be made for compaction of the bituminous mix, not only during construction but also in service. An experienced contractor will increase the thickness for different conditions so as to achieve the correct long-term surface profiles. Without additional recommendations, the setting bed thickness should be established so that when the pavers are fully set on the adhesive layer, their top surface will be about ½ in. (3.1 mm) above the required grades to allow for future settlement. This setting bed shall be included in the cost of this item.

Setting bed material should be delivered to the job site in trucks with steel linings that are clean and have not been treated with materials (e.g., gasoline, kerosene, etc.) detrimental to the asphalt mix. To retain heat, the bituminous mixture should be covered prior to use. The temperature of the setting bed material at the time of delivery should not be less than 260 °F (127 °C) or more than 320 °F (160 °C). The installer should work quickly to spread and roll the material before it cools below 180 °F (82 °C). When installing by hand, small orders of 1 or 2 tons (900 to 1800 kg) are generally all that can be handled before the mixture cools. Aggregate particles within the mixture ³/₈ in. (9.5 mm) or larger should be removed during installation.

Steel depth control rails, typically 12 ft. (3.6 m) long, are set up at 8 to 12 ft (2.4 to 3.6 m) centers on shims to achieve a uniform profile. The compacted setting bed should be within $\pm \frac{1}{4}$ in. (3.2 mm) of $\frac{3}{4}$ in. (19.1 mm) in thickness. Care should be taken to ensure that release agents applied to the screed rails and tools do not cause damage to the bituminous setting bed. The hot bituminous material should be spread over the tack-coated base and screeded to the appropriate profile between the depth control rails. The screeded panels should be advanced across the pavement as each screed rail length is completed. To minimize foot traffic on the screeded material, alternate panels should be constructed so that the screed rails and shims can be removed without disturbing the screeded material. The infill panel is screeded using the edges of the two outside panels to set the thickness.

Fill low spots and depressions with additional hot material as the work progresses to produce a firm even surface. Prior to filling, a depth of at least ¼ in. (6.3 mm) should be formed around the edges of low spots to avoid creating feather edges that could deteriorate prematurely. Low

spots must not be filled with other materials. During installation of the setting bed the levels and surface profiles should be verified by fully compacting a small area of the setting bed.

Care should be taken to compact the bituminous material to a uniform density and surface texture while still hot. This can be achieved with a light power roller in static mode. If the setting bed is not adequately compacted, the adhesive will be over applied and will be squeezed through the joints to the surface as the setting bed is further compacted in service. This more frequently happens when the bituminous material has cooled below the appropriate working temperature.

The extent of the bituminous bed installed can be equal to two to three days of subsequent paver installation. Setting bed that is not covered by pavers should be protected from rain, dust and traffic. If any contamination or damage occurs, the affected areas of setting bed should be removed and replaced to their full depth.

Neoprene Adhesive. Neoprene modified asphalt adhesives are proprietary materials that should be prepared in accordance with the manufacturer's instructions. The adhesive should be applied by trowel, brush or squeegee to achieve a uniform coat of adhesive no more than 1/16 in. (1.6 mm) thick over the top of the bituminous setting bed. Typical application rates are between 2 and 3 gal per 100 ft² (8.2 to 12.3 liters per 10.0 m²). To ensure that sufficient adhesive is being applied, occasionally lift random pavers during installation to verify complete coating of the underside with adhesive. If too much adhesive is used it may ooze up to the surface through the joints. The adhesive should be permitted to become tacky before placing the pavers. This may take two to three hours after spreading, dependent on climatic conditions. While the adhesive is becoming tacky the installer may establish string lines to maintain the pattern.

Paver Installation. Setting bed shall be protected from damage prior to setting pavers. Unit pavers shall be set on bituminous setting bed. Setting shall be done by competent workmen under adequate supervision, and in accordance with manufacturer's recommendations. Pavers with chips, cracks, or other structural or aesthetic defects or those rejected by the Engineer shall not be used. 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 not exceed 1/16 in. There shall be no raised edges that could allow someone to trip for either pavers or materials adjacent to pavers. The tolerance for such edges shall be 0" - 1/16" maximum in range.

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. Where required, pavers shall be accurately cut with a masonry or concrete saw. Cut edges shall be plumb and straight. Scoring and breaking shall not be acceptable. 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. Paver edgings shall be installed per manufacturer's recommendations.

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

Protect newly laid pavers with plywood or carpeting as the work progresses. If additional leveling is required, you must protect the surface to avoid chipping.

Method of Measurement: BRICK PAVERS will be measured in place per square foot.

Basis of Payment: This work will be paid for at the contract unit price per square foot for BRICK PAVERS and include all materials, labor, setting bed, and accessories. HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE BASE COURSE – 7" will be paid for separately.

PLANTER CURB

<u>Description</u>: This item shall consist of furnishing all labor, materials, tools and equipment required to construct natural stone limestone planter curbs, in accordance with the drawings and as herein specified. In addition to the stone curb, the work shall include, but is not limited to, furnishing concrete base underlayment, mortar setting bed, pins and all mounting and setting accessories.

Except as modified herein, the work shall be done in accordance with applicable articles of the Standard Specifications at locations as shown on the plans or as directed by the Engineer.

<u>General Requirements:</u> Stone Quarrier: Company specializing in manufacturing products specified in this section with minimum five years documented experience.

Stone Masonry Company: Company specializing in performing Work of this section with minimum five years documented experience.

<u>Design Requirements:</u> Perform Work in accordance with ACI 530/ASCE 5/TMS 402 Building Code Requirements for Masonry Structures, ACI 530.1/ASCE 6/TMS 602 Specifications for Masonry Structures and the applicable Building Code.

Design foundations, supporting walls, anchorage, spans, fastening, and joints under direct supervision of Professional Engineer experienced in design of this Work and licensed at Project location.

<u>Preconstruction Meetings:</u> Convene a pre-installation meeting at the site including the Engineer, Contractor, stone masonry subcontractor at least one week prior to commencing work of this section. The purpose of the meeting shall be to review methods and sequence of all stone work, special details and conditions, standards of workmanship, testing and quality control requirements, and other topics related to the work of this section.

REFERENCES

ASTM A 580 - Standard Specification for Stainless Steel Wire.

ASTM A 666 - Standard Specification for Austenitic Stainless Steel Sheet, Strip, Plate, Flat Bar.

ASTM C 91 - Standard Specification for Masonry Cement.

ASTM C 97 - Standard Specification for Absorption and Bulk Specific Gravity of Dimension Stone.

ASTM C 99 - Standard Specification for Modulus of Rupture of Dimension Stone.

ASTM C 144 - Aggregate for Masonry Mortar.

ASTM C 150 - Standard Specification for Portland Cement.

ASTM C 170 - Standard Specification for Compressive Strength of Dimension Stone.

ASTM C 207 - Standard Specification for Hydrated Lime for Masonry Purposes.

ASTM C 270 - Mortar for Unit Masonry.

ASTM C 615 - Standard Specifications for Granite Dimension Stone.

ASTM C 616 - Standard Specification for Quartz-Based Dimension Stone.

ASTM C 780 - Preconstruction Evaluation of Mortar for Plain & Reinforced Masonry.

ACI 530/ASCE 5/TMS 402 - Building Code Requirements for Masonry Structures. ACI 530.1/ASCE 6/TMS 602 - Specifications for Masonry Structures. National Concrete Masonry Association TEK 8-2A for masonry cleaning. Indiana Limestone Institute of America, Inc.

Submittals:

Manufacturer's data sheets on each product to be used, including:

- 1. Preparation instructions and recommendations.
- 2. Storage and handling requirements and recommendations.
- 3. Installation methods.
- 4. Cleaning methods.
- 5. Mortar
- 6. Sealant

Shop Drawings. Show fabrication and installation details for stone curbing:

- 1. Include dimensions and profiles of stone units.
- 2. Show locations and details of joints.
- 3. Show locations and details of anchors.

<u>Design Data.</u> Submit design mix when Property specification of ASTM C270 is to be used, with required environmental conditions, and admixture limitations.

<u>Stone Samples.</u> Submit two full-size samples of stone curb of dimensions, color and finish indicated, minimum size 12 inches in length.

Samples. Submit samples of mortar representing actual mortar color and color range.

Quarrier's Certificate: Certify stone properties and mortar mix will conform to specified requirements.

Stone Materials:

Stone. Indiana Limestone

Stone Color. Gray

Stone Grade. Select

Other Anchors in Direct Contact with Stone: ASTM A 666, Type 304, stainless steel of sizes and configurations required for support of stone and applicable superimposed loads.

Setting Buttons and Shims: Lead or Plastic.

Mortar:

Masonry Cement. Complying with ASTM C91:

- 1. Type M.
- 2. Submit samples to Engineer.

Mortar Aggregate. Complying with ASTM C144, standard masonry type.

Water. Clean and potable.

Mortar Mixes.

- 1. Mortar for Structural Masonry: Complying with ASTM C270, using Proportion Specification.
 - a. Type M.
- 2. Mortar Mixing:
 - a. Mix mortar ingredients in accordance with ASTM C270. Mix only in quantities needed for immediate use.
- 3. Do not use anti-freeze compounds to lower freezing point of mortar.
- 4. Testing of Mortar Mix: In accordance with ASTM C780, Annex A4, for mortar aggregate ratio and ASTM C 780, Annex A5, for mortar water content.

<u>Joint Sealant:</u> Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

<u>Stain-Test-Response Characteristics.</u> Where sealants are specified to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for the project.

Colors of Exposed Joint Sealants. Color Gray, to match limestone materials.

Multicomponent, Nonsag, Neutral-Curing Silicone Joint Sealant. ASTM C 920, Type M, Grade NS, Class 50, for Use NT. Subject to compliance with requirements, provide the following:

- 1. Sikaflex 2c NS
- 2. Tremco Spectrum 4-TS
- 3. BASF MasterSeal MP2

<u>Joint Sealant Backing.</u> Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

1. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell polyethylene backer rod), of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

<u>Installation</u>: Do not begin installation until backing structure is plumb, bearing surfaces are level and substrates are clean and properly prepared.

Verify that built-in items are in proper location, and ready for roughing into stone masonry.

Notify Engineer of unsatisfactory preparation before proceeding.

Stone must be water saturated, surface-dry when placed. Water down the stone 24 hours prior to placement until saturated. Reapply water to keep stone saturated as required by weather conditions.

Coordinate placement of reinforcement, anchors and accessories, flashings and other moisture control products supplied by other sections.

Clean all built-in items of loose rust, ice, mud, or other foreign matter before incorporating into the wall. All ferrous metal built into the wall shall be primed or galvanized.

If required, provide temporary bracing during installation of masonry work. Maintain bracing in place until building structure provides permanent support.

Install veneer stone and mortar in accordance with ACI 530.1/ASCE 6/TMS 602 Specifications for Masonry Structures.

Maintain masonry courses to uniform dimension(s). Form vertical and horizontal joints of uniform thickness.

Pattern Bond.

- 1. Lay stone with the bedface, splitface or weather edge exposed. Take care to avoid a concentration of any one color to any one wall surface.
- 2. Maintain an approximate 1/2 inch (12.5 mm) joint, as stone allows.
- 3. Lay out work in advance and distribute color range of stone uniformly over total work area.

Anchoring. Anchor stone to concrete sub-base with stainless steel pins as shown on the Construction Documents and as recommended by supplier. As a minimum tie stone to sub-base as follows:

- 1. Provide minimum two stainless steel pins per section of stone.
- 2. Maximum spacing between pins shall be 3 feet o.c. horizontally.
- 3. Pins shall be imbedded in concrete sub-base and anchored with two-part epoxy to a minimum depth of 2 inches.

Joining Work. Where fresh masonry joints partially set masonry.

- 1. Remove loose stone and mortar.
- 2. Clean and lightly wet surface of set masonry.
- 3. To avoid a horizontal run of masonry rack back 1/2 (12.5 mm) the length of stone in each course.
- 4. Toothing is not permitted.

<u>Joints.</u> Lay stone with an approximate 1/2 inch (12.5 mm) mortar joint, as stone allows.

- 1. Tool joints when "thumb-print" hard with a round jointer slightly larger than the width of the joint.
- 2. Trowel-point or concave tool exterior joints below grade.
- 3. Flush cut joints to be finished with a soft brush only.
- 4. Re-tempering or mortar is not permitted.
- 5. Use non-corrosive stone shims as required to maintain uniform joint thickness.

<u>Control and Expansion Joints.</u> Keep joints open and free of debris. Coordinate control joint in accordance with sealant performance. Install joint sealant and backer rod in accordance with manufacturer's specifications.

<u>Sealant Recesses.</u> Provide open joint 3/4 inch (19 mm) deep and 1/4 inch (6 mm) wide, where masonry meets doors, windows and other exterior openings. Coordinate sealant joints in accordance with sealant performance.

Protection.

- 1. Protect installed products until completion of project.
- 2. Cover the top of unfinished stone masonry work to protect it from the weather.
- 3. Touch-up, repair or replace damaged products before Substantial Completion.

<u>Cleaning.</u> Promptly remove excess wet mortar from the face of the stone as work progresses. Clean stone masonry with a stiff nylon brush and clean water only. See Cold Spring Granite Company recommendations for cleaning of stonework if it is necessary to clean with chemicals.

Method of Measurement: PLANTER CURB shall be measured as the actual number of linear feet of planter curb furnished and constructed in place, along the face of the curb.

Basis of Payment: This item of work shall be paid for at the contract unit price per linear foot, measured as specified, for PLANTER CURB.

BICYCLE RACKS

Description: This work must consist of furnishing and installing new bicycle racks at the locations specified in the Contract plans or as directed by the Engineer.

General requirements:

Each bicycle rack will be placed at the location indicated in the plans. The locations will be field marked and verified for approval by the Engineer.

Materials: Materials must be as specified in the plans and by the following manufacturer:

Manufacturer. Secure Site Design

Model. BRHS-101 Cycle Sentry Series

Finish. Black Powder Coat

Mounting. Bicycle racks shall be embedded installation as indicated in detail

Submittals:

Product data. Submit bicycle rack shop drawings or catalog cut.

<u>Certifications.</u> Submit manufacturer's certification that the tubing and coatings meet the project specifications. Prior to production, the manufacturer of the bicycle racks is to submit certification that the steel to be used is in compliance with the "Steel Products Procurement Act" as described in Article 112.11 of the Special Conditions.

<u>Installation:</u> Bicycle Racks must be located according to the plans and as designated by the Engineer. Fastening of the bicycle rack must be as indicated in embedded mounting detail. Locations of racks to be verified in the field.

Method of Measurement: BICYCLE RACKS will be measured per each bike rack.

Basis of Payment: BICYCLE RACKS will be paid for at the contract unit price for each bicycle rack, which will include furnishing and installing new racks with mounting hardware.

BENCHES

<u>Description:</u> This work must consist of furnishing and installing benches at the locations specified in the Contract plans or as directed by the Engineer.

<u>General Requirements:</u> Each bench will be placed at the location indicated in the plans. The locations will be field marked and verified for approval by the Engineer. Anchor bolts must be located with assembled bench in place. Benches must be mounted as detailed in the plans. Anchor bolts must be drilled and grouted into the concrete base for pavers, concrete wearing surface or concrete sidewalk.

<u>Materials</u>: Materials must be as specified in the plans and must be "Gloss Black" in color without center armrest by the following manufacturer:

Manufacturer. Victor Stanley, Inc.

Model. CBF-12, 6' length

Finish. Black Powder Coat

Mounting. Surface mount

<u>Submittals:</u> Submit manufacturer's technical data for each manufactured product, including certification that each product complies with the specified requirements. In accordance with the Standard Specifications, the Contractor must submit shop drawings for the Engineer's approval showing the bench completely assembled including shop drawings of its component parts

<u>Certifications.</u> Submit manufacturer's certification that the tubing and coatings meet the project specifications. Prior to production, the manufacturer of the bicycle racks is to submit certification that the steel to be used is in compliance with the "Steel Products Procurement Act" as described in Article 112.11 of the Special Conditions.

<u>Method of Measurement:</u> BENCHES will be measured in place per each unit installed as indicated on the plans.

Basis of Payment: The work under this item will be paid for at the contract unit price per each for BENCHES as indicated on the plans which price will include labor, anchor bolts and bolt installation, equipment, materials and incidental work necessary to complete the installation as specified.

TRASH RECEPTACLE, FURNISH & INSTALL

Description: This work must consist of furnishing and installing a new trash receptacle with a plastic liner at the locations specified in the Contract plans or as directed by the Engineer.

<u>General Requirements:</u> Each trash receptacle will be placed at the location indicated in the plans. The locations will be field marked and verified for approval by the Engineer. Anchor bolts must be drilled and grouted into concrete sidewalk only after the Trash Receptacle location has been finalized.

<u>Materials</u>: Materials must be as specified in the plans and must be "Gloss Black" in color, steel trash receptacle, 45 gallon capacity with plastic liner by the following manufacturer:

Manufacturer. Victor Stanley, Inc.

Model. T-45 with S-1 formed dome lid

Finish. Black Powder Coat

Mounting. Surface mount

<u>Submittals:</u> Submit manufacturer's technical data for each manufactured product, including certification that each product complies with the specified requirements. In accordance with the Standard Specifications, the Contractor must submit shop drawings for the Engineer's approval showing the bench completely assembled including shop drawings of its component parts

<u>Certifications.</u> Submit manufacturer's certification that the tubing and coatings meet the project specifications. Prior to production, the manufacturer of the bicycle racks is to submit certification that the steel to be used is in compliance with the "Steel Products Procurement Act" as described in Article 112.11 of the Special Conditions.

Method of Measurement: TRASH RECEPTACLE, FURNISH & INSTALL will be measured in place per each installed.

Basis of Payment: The work under this item will be paid for at the contract unit price per each as shown in the Schedule of Unit Prices for TRASH RECEPTACLE, FURNISH & INSTALL, which price will include all labor, anchor bolt and bolt installation, equipment, materials and incidental work necessary to complete the work as specified.

PLANTER

<u>Description:</u> This work must consist of furnishing and installing a new precast concrete, free standing planters with planting soil at locations specified in the Contract plans or as directed by the Engineer.

General Requirements: Each planter will be placed at the location indicated in the plans. The locations will be field marked and verified for approval by the Engineer. Temporary plugs or the appropriate sized stainless steel bolt shall be installed in the lifting-point holes prior to soil being placed in the planter.

<u>Materials</u>: Materials must be as specified in the plans and by the following manufacturer. Planting soil shall be included as part of the PLANTER installation.

Manufacturer. Wausau Tile Inc.

Model. SL 4034.

Finish. Manufacturer's standard finish.

<u>Submittals:</u> Submit manufacturer's technical data for each manufactured product, including certification that each product complies with specified requirements. Submit shop drawings showing complete information for fabrication. Include anchoring detail.

Method of Measurement: PLANTER will be measured in place per each installed.

<u>Basis of Payment:</u> The work under this item will be paid for at the contract unit price per each as shown in the Schedule of Unit Prices for PLANTER, which price will include all labor, anchor bolt and bolt installation, planting soil backfill, equipment, materials and incidental work necessary to complete the work as specified.

MULCH

This work shall be done in accordance with the applicable portion of Section 253.02 (c) and Section 1081.06 of the Standard Specifications for Road and Bridge Construction.

<u>Description:</u> This work shall consist of furnishing, transporting, and spreading approved shredded hardwood bark mulch to the depth specified in all shrub, perennial and ground cover plantings as shown in the plans or as directed by the Engineer.

<u>Materials:</u> Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark free of sticks, leaves, stones, dirt clods, and other debris. Individual wood chips shall not exceed 2 inches in the largest dimension.

<u>Submittals:</u> A mulch sample and request for material inspection must be supplied to the Engineer for approval prior to performing any work 72 hours prior to application.

<u>Installation:</u> The grade, depth, and condition of the area must be approved by the Engineer prior to placement. The Contractor shall remove and properly dispose of all weeds, litter and plant debris before mulching. The hardwood bark mulch shall be placed according at the required depth as specified in the plans for planting trees, shrubs, vines and perennial plants. Care shall be taken not to bury leaves, stems, or vines under mulch material. Mulch shall not be in contact with the base of tree trunks.

All finished mulch areas shall be left smooth and level to maintain uniform surface and appearance.

After the mulch placement, any debris or piles of material shall be immediately removed from the right of way, including raking excess mulch out of turf areas.

Method of Measurement: Mulch will not be measured separately.

Basis of Payment: This work will not be paid separately but shall be included in individual PLANTING WOOD PLANTS and PLANTING PERENNIAL PLANTS.

CONCRETE CURB (SPECIAL)

Description: This work shall consist of all materials and labor to construct barrier curb at paver border as specified and at the locations indicated in the plans.

Materials: Materials shall be according to the following.

Item Article/Section

- (a) Portland Cement Concrete......1020
- (b) Reinforcement Bars and Fabric ...1006.10

Equipment: Equipment shall be according to the following.

Item Article/Section

Excavation: The sub-grade shall be excavated according to the cross section shown on the plans. All unsuitable material shall be removed and replaced with suitable material, and the sub-grade shall be compacted and finished to a firm, smooth surface. Excavation and backfill required to meet proposed grades shall be included in the cost of CONCRETE CURB (SPECIAL).

<u>Forms:</u> Forms shall be securely staked, braced and held firmly to the required line and grade, and shall be tight. All forms shall be cleaned and oiled before the concrete is placed against them. The concrete slump shall be adjusted to meet the tolerances for the type of work being performed.

Placing Concrete: The improved sub-grade shall extend to the back of the curb. The sub-grade and forms will be checked and approved by the Engineer before the concrete is placed. The sub-grade shall be moistened prior to concrete placement. The concrete shall be thoroughly tamped and spaded or mechanically vibrated and finished smooth and even. Before the concrete is given the final finish, the surface of the curb will be checked with a 10 feet long straightedge, and any irregularities of more than 1/4 in. in 10 ft. shall be eliminated.

At points where a proposed or existing sidewalk or driveway pavement occupies the entire space between the proposed curb and an adjacent building or permanent structure, 3/4" in. preformed expansion joint shall be placed between the sidewalk, building, or driveway pavement and the proposed curb. The expansion joint material shall extend the entire depth of the sidewalk, or driveway pavement, or to such depth as will allow 3/4" expansion between the proposed curb and adjacent sidewalk, building or driveway pavement.

Steel reinforcement and dowel bars for expansion and contraction joints in the barrier concrete curb shall be spaced as shown on the plans.

Transverse contraction and longitudinal construction joints shall be sealed according to Article 420.12, except transverse joints in concrete curb shall be sealed with polysulfide joint sealant.

<u>Finishing</u>: All exposed surfaces shall be finished smooth and even, and given a light brush finish while the concrete is still workable. The edges shall be formed to make ³/₄" continuous bevel. Forms shall be removed within 24 hours after the concrete has been placed and minor defects shall be filled with mortar consisting of one part portland cement to two parts fine aggregate.

<u>Protective Coat:</u> Protective coat will be applied according to Article 420.20 and shall be included in the cost of CONCRETE CURB (SPECIAL).

<u>Backfill</u>: After the concrete has obtained the specified strength, the spaces in front and back of the construction shall be backfilled to the required elevation with suitable material, compacted, and neatly graded. Backfilling shall be conducted in accordance with Article 502.10. Backfill material and placement shall be included in the cost of CONCRETE CURB (SPECIAL).

<u>Method of Measurement:</u> Concrete curbs will be measured per linear foot of CONCRETE CURB (SPECIAL).

Basis of Payment. Concrete curbs will be paid for at the contract unit price per foot of CONCRETE CURB (SPECIAL). The price is for a barrier curb at pavers and shall include the required excavations and backfill as well as the epoxy coated reinforcement bars, finish and beveling. All labor and material are also included. Doweled connection into new concrete base below pavers shall be incidental to the cost of CONCRETE CURB (SPECIAL). Doweled connection into existing concrete roadway base shall be paid for as DRILL AND GROUT DOWEL BARS.

PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL COLORED CONCRETE SIDEWALK

<u>Description:</u> Work shall be performed in accordance with Section 420, 421 and 424 of the Standard Specifications for Road and Bridge Construction and subsequent special provisions except as modified herein.

This work consists of furnishing all labor, materials, tools, and equipment necessary to install reinforced integral color portland cement concrete pavement with decorative bronze inlay strips on a sub-base granular material, Type B, as shown on the Contract Plans or as directed by the Engineer.

Submittals:

- 1. Concrete Mix Designs: Certified report identifying the design mixes, mix proportions, and additional design information meeting the requirements of Section 1020 of the Standard Specifications and this special provision.
- 2. Preformed Fiber Joint filler meeting the requirements of Section 1051.04 of the Standard Specifications.
- 3. Joint Sealant product data and color chart
- 4. Product Data: For each product indicated.
- 5. Samples for Initial Selection: Manufacturer's color charts.
- 6. Sample Panels: 1 foot by 1 foot, sample panel to demonstrate finish, color, and texture of decorative concrete paying.
- 7. Sample Material for bronze inlay: 12" length of bronze inlay specified to demonstrate finish, color, and texture. Sample to include mounting tabs.
- 8. Shop Drawings: Fully dimensioned, detailed shop drawing illustrating final design layouts for decorative inlays, including construction means and methods.
- 9. Qualification Data: For Installer specified in Quality Assurance Article, including names and addresses of completed projects, Engineers, and owners.
- 10. Material Test Reports: From testing agency indicating compliance of concrete materials, reinforcing materials, admixtures, and similar items with requirements.

Quality Assurance:

- 1. <u>Installer Qualifications</u>. Qualified decorative concrete installer with a minimum of 5 years of experience installing decorative colored concrete with inlays.
- 2. <u>Inlay Fabricator Qualifications</u>. Qualified metal fabricator with a minimum of 5 years of experience manufacturing decorative inlays or divider strips.
- 3. Source limitations. Obtain products from same source throughout project.
- 4. <u>Mockups.</u> Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - a. Southwest corner of Chicago Avenue and Maple Avenue shall serve as mockup for basis of design quality and workmanship for corner treatments. Mockup shall include full-thickness sections of integral color portland cement concrete pavement to demonstrate range of finishes and workmanship, including decorative inlays, typical joints and sealants; integral color; pattern and texture; curing; and protective coat. Approved mockups set quality standards for comparison with remaining work.
 - b. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Engineer specifically approves such deviations in writing.
 - c. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
 - d. Mockups that are not approved shall be removed and a new mockup created until final mockup is approved by Engineer and Village. Removal and reconstruction of mockups shall be incidental to PORTLAND CEMENT SIDEWALK, 5" SPECIAL.
- 5. <u>Pre-installation Conference.</u> Conduct conference at Project Field Office. Review methods and procedures related to decorative concrete paving, including but not limited to the following:
 - a. Concrete mixture design.
 - b. Placement procedures. Including verification of field conditions and limits of construction. Final layout and dimensions of decorative sidewalk and inlays to be reviewed and approved by Engineer prior to fabrication of inlays and placement of concrete.
 - c. Quality control of concrete materials and decorative concrete paving construction practices.
 - d. Require representatives of each entity directly concerned with decorative concrete paving to attend, including the following:
 - i. Contractor's superintendent.
 - ii. Engineer
 - iii. QC testing agency responsible for concrete design mixtures.

- iv. Ready-mix concrete manufacturer.
- v. Manufacturer's representative of decorative concrete paving system

Admixtures:

- 1. Integral Concrete Colorant: ASTM C 979, factory pre-measured powdered mix in self dissolving packaging, consisting of non-fading finely-ground synthetic mineral-oxide coloring pigments and water reducing wetting agent.
 - a. Manufacturers: Subject to compliance with requirements, available manufacturer offering products that may be incorporated into the Work:
 - i. Butterfield Color Decorative Concrete
 - ii. Schofield Architectural Concrete Coloring, Texturing and Performance
 - iii. Solomon Colors, Inc.
- 2. Color: Final color shall be determined at time of pre-installation conference from the manufacturer's full range of colors.
- 3. Do not use calcium chloride or admixtures containing calcium chloride.

Integral Concrete Mixes:

- 1. Class SI Concrete shall conform to article 1020.04 of the Standard Specifications for Road and Bridge Construction, and as follows:
 - a. Minimum Portland Cement Content: Five sacks of cement per cubic yard.
 - b. Maximum Slump: 4 inches.
 - c. Air Content: 6 percent plus or minus 1 percent.
- 2. All admixtures proposed in the concrete mix shall be coordinated with decorative concrete manufactures requirements.
- 3. Add integral concrete colorant according to manufacturer's instructions.
- 4. Maintain mix characteristics for all concrete required to have matching finish.

Earth Excavation: Earth excavation and backfill required to meet proposed grades for sidewalk shall be included in the cost of PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL.

<u>Placing Of Concrete:</u> Placing of concrete will be in accordance with Section 424.06 of the Standard Specifications for Road and Bridge Construction. Do not add water once placing has begun. Do not retemper concrete that has started to set. After placing and initial bull-floating, no further finishing should be performed until the bleed water has dissipated, after which final

finishing can take place. Reinforcement shall be as shown on the plans and in accordance with Section 421 of the Standard Specifications for Road and Bridge Construction.

<u>Decorative Inlays</u>: Decorative metal inlays shall be bronze bar stock measuring $\frac{1}{2}$ " x 1-1/2" with tabs to hold inlays in the cured concrete. Inlays shall have a polished finish. Inlays shall be placed in concrete while still workable in the presence of the Engineer. Inlays shall fabricated be in as long of segments as practical in straight lengths and uniform radii. Wavy segments, inconsistencies in dimension between parallel segments, and inconsistent radii will not be accepted. When necessary inlay segments shall be butted tight where inlays cross. Concrete surface shall be floated smooth after inlays are placed and accepted.

<u>Finish</u>: All exposed surfaces of PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL shall be a mechanically honed finish to expose concrete aggregate and surface of bronze inlays. Finishing techniques must be consistent. Differing finishing techniques will change the appearance of the color.

1. Initial Grinding:

- a. Use grinding equipment with metal or semi-metal bonded tooling.
- b. Begin grinding in one direction using sufficient size equipment and diamond tooling to meet specified aggregate exposure class.
- c. Make sequential passes with each pass perpendicular to previous pass using finer grit tool with each pass, up to 100 grit metal bonded tooling.
- d. Achieve maximum refinement with each pass before proceeding to finer grit tools.
- e. Clean surface thoroughly after each pass using dust extraction equipment properly fitted with squeegee attachment or walk behind auto scrubber suitable to remove all visible loose debris and dust.
- f. Continue grinding until aggregate exposure matches approved field mock-ups.

2. Treating Surface Imperfections:

- a. Mix patching compound or grout material with dust created by grinding operations, manufacturer's tint, or sand to match color of adjacent concrete surfaces.
- b. Fill surface imperfections including, but not limited to, holes, surface damage, small and micro cracks, air holes, pop-outs, and voids with grout to eliminate micro pitting in finished work.
- c. Work compound and treatment until color differences between concrete surface and filled surface imperfections are not reasonably noticeable when viewed from 10 feet away under lighting conditions that will be present after construction.

3. Honing:

- a. Use grinding equipment with hybrid or resin bonded tooling.
- b. Hone concrete in one direction starting with a 100 grit tooling and make as many sequential passes as required to remove scratches, each pass perpendicular to previous pass, up to 400 grit tooling reaching maximum refinement with each pass before

- proceeding to finer grit tooling.
- c. Clean surface thoroughly after each pass using dust extraction equipment properly fitted with squeegee attachment or walk behind auto scrubber suitable to remove all visible loose debris and dust.

<u>Joints:</u> The pavement joints shall be sawcut when indicated in accordance with article 420.05. The Contractor shall provide a working field drawing depicting the locations of all staging and construction joints to the Engineer for review and approval prior to placement of concrete. Both the staging and construction joints shall conform to the scoring pattern as shown on the drawings and/or in accordance with the standard specifications. The joint pattern shall be established and approved by the Engineer prior to pouring of the concrete. ³/₄ in (20 mm) thick expansion joints shall also occur between pavement and curbs, walls, structures and footings.

Expansion Joints: Expansion joints shall be in accordance with Section 424.07 of the Standard Specifications for Road and Bridge Construction and as shown on the plans. Expansion joints shall occur at all transitions from PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL to existing buildings, existing concrete paving, existing structures, foundations, PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, CONCRETE CURB, TYPE B, and COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12. Joint sealer shall be self-leveling cold-poured joint sealer with performance complying with the following products:

- 4. Sikaflex-2C NS TG
- 5. Basf sonolastic SL2
- 6. Tremco THC-900/901

Sealant color shall match the color of PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL. Sealant color shall be selected by the Engineer from the manufacturer's available colors.

<u>Protective Coat:</u> After curing, protect integral color portland cement concrete with a silane/siloxane sealer. Uniformly apply sealing compound in continuous operation by sprayer or short nap roller according to manufacturer's instructions. After initial application is dry and tack free, apply a second coat. Do not over apply or apply in a single heavy coat.

Manufacturers: Subject to compliance with requirements, available manufacturers offering product that may be incorporated into the Work:

- 1. Prosoco Salt Guard.
- 2. W.R. Meadows.
- 3. Sika Corporation.

<u>Field Quality Control:</u> Remove and replace concrete which does not satisfy the performance requirements of this specification, which does not conform to grades and profiles shown on the

Drawings, contains cracks, spalling or other defects which impairs the strength, safety or appearance of the work, or has been damaged or discolored during construction. Protect the Work from damage until accepted.

The contractor is responsible for protecting fresh concrete. Any damage to the new sidewalk from graffiti, footsteps, rain, etc. should be corrected immediately. No payment for the sidewalk will be made until the corrections are made. All corrections including removal and replacement will be at the contractor's expense. Skim patches, grinding, and cover coats will not permitted as an acceptable means for repairing defects in concrete finish.

Method of Measurement: PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL shall be measured in place in square feet of paving. SUB-BASE GRANULAR MATERIAL, TYPE B 6" shall be measured installed per square yard.

<u>Basis of Payment:</u> PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL shall be paid for at the contract unit price, which price shall include payment for mock ups, applying protective coat, decorative bronze inlays, furnishing and installing all required reinforcement, joints including bituminous preformed joint filler with joint sealant, furnishing and installing all required concrete including integral color, earth excavation, and backfill as required to perform the work as specified herein. SUB-BASE GRANULAR MATERIAL, TYPE B shall be paid for separately at the contract.

MASONRY WALL CONSTRUCTION

Description: This item shall consist of furnishing all labor, materials, tools and equipment required to construct face brick and natural limestone masonry pier associated with the parkway planter in front of the Frank Lloyd Wright Home and Studio, in accordance with the drawings and as herein specified. In addition to the face brick and limestone cap and base, the work shall include, but is not limited to, the furnishing the structural concrete footing and support column, mortar joints, setting bed, pins and all mounting and setting accessories.

Except as modified herein, the work shall be done in accordance with applicable articles of the Standard Specifications at locations as shown on the plans or as directed by the Engineer.

General Requirements:

Stone Quarrier. Company specializing in manufacturing products specified in this section with minimum five years documented experience.

<u>Masonry Company</u>. Company specializing in performing Work of this section with minimum five years documented experience.

<u>Design Requirements:</u> Perform Work in accordance with ACI 530/ASCE 5/TMS 402 Building Code Requirements for Masonry Structures, ACI 530.1/ASCE 6/TMS 602 Specifications for Masonry Structures and the applicable Building Code.

Design foundations, supporting columns, anchorage, spans, fastening, and joints under direct supervision of Professional Engineer experienced in design of this Work and licensed at Project location.

<u>Preconstruction Meetings:</u> Convene a pre-installation meeting at the site including the Engineer, Contractor, masonry subcontractor at least one week prior to commencing work of this section. The purpose of the meeting shall be to review methods and sequence of all stone work, special details and conditions, standards of workmanship, testing and quality control requirements, and other topics related to the work of this section.

REFERENCES

ASTM A 580 - Standard Specification for Stainless Steel Wire.

ASTM A 666 - Standard Specification for Austenitic Stainless Steel Sheet, Strip, Plate, Flat Bar.

ASTM C 91 - Standard Specification for Masonry Cement.

ASTM C 97 - Standard Specification for Absorption and Bulk Specific Gravity of Dimension Stone.

ASTM C 99 - Standard Specification for Modulus of Rupture of Dimension Stone.

ASTM C 144 - Aggregate for Masonry Mortar.

ASTM C 150 - Standard Specification for Portland Cement.

ASTM C 170 - Standard Specification for Compressive Strength of Dimension Stone.

ASTM C 207 - Standard Specification for Hydrated Lime for Masonry Purposes.

ASTM C 270 - Mortar for Unit Masonry.

ASTM C 780 - Preconstruction Evaluation of Mortar for Plain & Reinforced Masonry.

ACI 530/ASCE 5/TMS 402 - Building Code Requirements for Masonry Structures.

ACI 530.1/ASCE 6/TMS 602 - Specifications for Masonry Structures.

National Concrete Masonry Association TEK 8-2A for masonry cleaning.

Indiana Limestone Institute of America, Inc.

<u>Submittals:</u> Submit manufacturer's technical data for each manufactured product, including certification that each product complies with specified requirements. Submit shop drawings showing complete information for fabrication and installation details for stone curbing.

Data Sheets.

- 1. Preparation instructions and recommendations.
- 2. Storage and handling requirements and recommendations.
- 3. Installation methods.
- 4. Cleaning methods.
- 5. Mortar
- 6. Sealant

Shop Drawings. Show fabrication and installation details for stone curbing:

- 1. Include dimensions and profiles of limestone cap and base units.
- 2. Show locations and details of joints.
- 3. Show locations and details of anchors.

Mix Design Data. Submit design mix when Property specification of ASTM C270 is to be used, with required environmental conditions, and admixture limitations.

<u>Stone Samples.</u> Submit two full-size samples of stone curb of dimensions, color and finish indicated, minimum size 12 inches in length.

<u>Brick Samples.</u> Submit full-size samples of phase brick indicating the full range of specified color and texture.

Mortar Samples. Submit samples showing the manufacturers full range of standard color options.

Sealant Samples. Submit samples showing the manufacturers full range of standard color options.

Quarrier's Certificate. Certify stone properties and mortar mix will conform to specified requirements.

Materials:

Stone Materials. Indiana limestone with the following characteristics.

Stone Color: Gray

Stone Grade: Select

Other Anchors in Direct Contact with Stone: ASTM A 666, Type 304, stainless steel of sizes and configurations required for support of stone and applicable superimposed loads.

Setting Buttons and Shims: Lead or Plastic.

Brick Materials: Face Brick: Facing brick complying with ASTM C 216 or hollow brick complying with ASTM C 652.

- 1. Type: Chicago Common Brick
- 2. Size: 3-5/8" x 2-1/4" x 7-5/8"
- 3. Color/Texture: Match existing Frank Lloyd Wright home and studio wall. Engineer to approve color selection prior to Contractor procurement of materials.

Mortar. Masonry Cement: Complying with ASTM C91:

- 1. Type M.
- 2. Submit samples to Engineer.

Mortar Aggregate. Complying with ASTM C144, standard masonry type.

Water. Clean and potable

Mortar Mixes.

- 1. Mortar for Structural Masonry: Complying with ASTM C270, using Proportion Specification.
 - a. Type M.
- 2. Mortar Mixing:
 - a. Mix mortar ingredients in accordance with ASTM C270. Mix only in quantities needed for immediate use.
- 3. Do not use anti-freeze compounds to lower freezing point of mortar.
- 4. Testing of Mortar Mix: In accordance with ASTM C780, Annex A4, for mortar aggregate ratio and ASTM C 780, Annex A5, for mortar water content.

Metal Flashing. Provide stainless steel metal flashing complying with ASTM A 240/A 240M, Type 304, 0.016 inch (0.40 mm) thick.

Metal Drip Edge. Fabricate from stainless steel. Extend at least 3 inches (76mm) into wall and ½" (.13mm) out from wall, with outer edge bent down 30 degrees.

<u>Joint Sealant.</u> Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

<u>Stain-Test-Response Characteristics.</u> Where sealants are specified to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for the project.

Colors of Exposed Joint Sealants. Color Gray, to match limestone materials.

<u>Multicomponent, Nonsag, Neutral-Curing Silicone Joint Sealant.</u> ASTM C 920, Type M, Grade NS, Class 50, for Use NT.

- 1. Products: Subject to compliance with requirements, provide the following:
 - a. Tremco Incorporated; Spectrem 4TS.

<u>Joint Sealant Backing.</u> Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

1. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell polyethylene backer rod), of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

<u>Installation</u>: Do not begin installation until backing structure is plumb, bearing surfaces are level and substrates are clean and properly prepared. Verify that built-in items are in proper location, and ready for roughing into masonry. Notify Engineer of unsatisfactory preparation before proceeding.

Brick and Stone must be water saturated, surface-dry when placed. Water down the stone 24 hours prior to placement until saturated. Reapply water to keep stone saturated as required by weather conditions.

Coordinate placement of reinforcement, anchors and accessories, flashings and other moisture control products supplied by other sections.

Clean all built-in items of loose rust, ice, mud, or other foreign matter before incorporating into the wall. All ferrous metal built into the wall shall be primed or galvanized.

If required, provide temporary bracing during installation of masonry work. Maintain bracing in place until building structure provides permanent support.

Install veneer stone and mortar in accordance with ACI 530.1/ASCE 6/TMS 602 Specifications for Masonry Structures.

Maintain masonry courses to uniform dimension(s). Form vertical and horizontal joints of uniform thickness.

Pattern Bond.

- 1. Maintain an approximate 1/2 inch (12.5 mm) joint, as stone allows.
- 2. Lay out work in advance and distribute color range of stone uniformly over total work area.

<u>Anchoring.</u> Anchor stone to concrete sub-base with stainless steel pins as shown on the Construction Documents and as recommended by supplier. As a minimum tie stone to sub-base as follows:

- 1. Provide minimum two stainless steel pins per section of stone.
- 2. Maximum spacing between pins shall be 3 feet o.c. horizontally.
- 3. Pins shall be imbedded in concrete sub-base and anchored with two-part epoxy to a minimum depth of 2 inches.

<u>Laying Masonry</u>. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offset. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations. Pattern shall be a running bond.

Joints.

- 1. Lay stone with an approximate 1/2 inch (12.5 mm) mortar joint, as stone allows.
- 2. Tool joints when "thumb-print" hard with a round jointer slightly larger than the width of the joint.
- 3. Trowel-point or concave tool exterior joints below grade.
- 4. Flush cut joints to be finished with a soft brush only.
- 5. Re-tempering or mortar is not permitted.
- 6. Use non-corrosive stone shims as required to maintain uniform joint thickness.

Keep joints open and free of debris. Coordinate control joint in accordance with sealant performance. Install joint sealant and backer rod in accordance with manufacturer's specifications.

Sealant Recesses. Coordinate sealant joints in accordance with sealant performance.

<u>Protection.</u> Protect installed products until completion of project. Cover the top of unfinished stone masonry work to protect it from the weather. Touch-up, repair or replace damaged products before Substantial Completion.

<u>Cleaning.</u> Promptly remove excess wet mortar from the face of the stone as work progresses. Clean masonry with a stiff nylon brush and clean water only.

<u>Method of Measurement:</u> MASONRY WALL CONSTRUCTION shall be measured per SQUARE FOOT furnished and constructed in place as shown on the drawings.

<u>Basis of Payment:</u> This item of work shall be paid for at the contract unit price per SQUARE FOOT, measured as specified, for MASONRY WALL CONSTRUCTION.

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WATERPROOFING MEMBRANE SYSTEM (SPECIAL)

<u>Description:</u> This Section covers the waterproofing and drainage material to be furnished and installed on the earth side of the PLANTER CURB and MASONRY WALL CONSTRUCTION. All labor, materials and equipment required for the installation of a complete landscape planter waterproofing system shall be provided. The WATERPROOFING MEMBRANE SYSTEM (SPECIAL) shall consist of a liquid applied waterproofing membrane applied over a drainage composite mat.

<u>Quality Assurance:</u> WATERPROOFING MEMBRANE SYSTEM (SPECIAL) shall consist of products and materials manufactured from a single source. Contractor shall be experienced in specified application procedures and shall be approved by Manufacturer and the Village. Manufacturer shall supply all specified components, supply technical assistance when necessary, furnish warranty covering materials, and be approved by owner.

Submittals:

- 1. Product Data: Submit manufacturer's product literature and installation instructions.
- 2. Subcontractor must be qualified with IDOT and approved by manufacturer.

<u>Materials:</u> Provide a fully coordinated waterproofing system from a single source that consists of reinforced liquid applied waterproofing membrane at a 120 mil thickness and a drainage composite mat. Acceptable manufacturers for the complete waterproofing system include:

- 1. Carlisle Coatings and Waterproofing, Inc.
- 2. W.R. Meadows, Inc.
- 3. Sika Group

Application: Install all waterproofing system components per manufacturer's recommendations.

<u>Basis of Measurement:</u> WATERPROOFING MEMBRANE SYSTEM (SPECIAL) will be measured for payment in place and the area computed in SQUARE YARDS. All labor, materials, and work associated with the installation of the system will be considered incidental to the cost of the work. The square yard measurement will include all layers of the system including primer and crack control.

<u>Basis of Payment:</u> Item will be paid for at the contract unit price per SQUARE YARD for WATERPROOFING MEMBRANE SYSTEM (SPECIAL)

TRASH RECEPTACLE RELOCATION RELOCATE BIKE RACK RELOCATE BENCH

<u>Description:</u> This item must consist of removal, storage, and disposal of existing trash receptacles, bike racks, benches, and all associated mounting hardware.

<u>General requirements</u>: Contractor is responsible for carefully removing, and coordinating delivery and storage of existing site furnishings with the Engineer. The Engineer will coordinate with the Village of Oak Park the determination of salvage potential of existing site furniture.

<u>Method of Measurement:</u> TRASH RECEPTACLE RELOCATION, RELOCATE BIKE RACK, and RELOCATE BENCH will be measured per each.

Basis of Payment: TRASH RECEPTACLE RELOCATION, RELOCATE BIKE RACK, and RELOCATE BENCH will be paid for at the contract unit price for each trash receptacle, bicycle rack, and bench and will include the cost of removal, storage and disposal of existing furnishings including mounting hardware.

TIMBER CURB REMOVAL

<u>Description</u>: This item must consist of the removal and disposal of existing timber curb. Any additional excavation required to form and install the proposed curb and its sub-base per the proposed cross-section and at the proposed lines and grades will be considered incidental to these items.

<u>General Requirements</u>: Removal work shall not impact the existing tree. The existing tree shall be protected according to Section 201 of the Standard Specifications for Road and Bridge Construction.

Concurrent with the timber curb removal, the Contractor shall remove additional material beneath the curb to allow placement of the required granular material as a sub-base. The work to remove and dispose of the additional earthen material shall be included in the price of TIMBER CURB REMOVAL. If, upon removal of the existing curb, and the additional existing sub-base, a soft or unstable sub-base is encountered, this material must be excavated then replaced with granular material at the discretion of the Engineer. The Contractor must not proceed with additional excavation without written permission from the Engineer.

<u>Method of Measurement</u>: TIMBER CURB REMOVAL will be measured along the face of curb in linear feet.

<u>Basis of Payment</u>: The work under this item will be paid for at the contract unit price per linear foot as shown in the Schedule of Unit Prices for TIMBER CURB REMOVAL. The unit prices for these items will include removal and disposal of the existing timber curb and excavated material, or any other material required to install the proposed cross-section to the proposed line and grade.

LANDSCAPE GRAVEL

<u>Description:</u> This work shall consist of furnishing and placing decorative landscape gravel over a prepared base in all areas as shown on the plans.

<u>Materials:</u> Landscape gravel shall be Colonial Blend River Gravel; irregularly shaped stone with natural surfaces. Stones shall be hard, durable, resistant to weathering and water action and free from crack, flaking and deterioration. Stone shall be 100% natural stone with weathered round surface. Desired colors include: brown, tan, cream, and gray, pink, red, blue. Stone shall range in size from 2" to 4" diameter.

Acceptable suppliers include.

- 1. Schwake Stone Company, 1313 Rand Road, Des Plaines, Illinois.
- 2. Town and Country Landscape Supply Company, 3900 W. 167th Street, Markham, Illinois.

<u>Submittals:</u> Submit full-size samples of stone representing full range of dimensions, color and finish indicated.

Method of Measurement: LANDSCAPE GRAVEL will be measured in place per square yard installed.

Basis of Payment: The work under this item will be paid for at the contract unit price per square yard as shown in the Schedule of Unit Prices for LANDSCAPE GRAVEL, which price will include all labor, equipment, materials and incidental work necessary to complete the work as specified. The base will be paid for separately as SUBBASE GRANULAR MATERIAL, TYPE C 8".

PLANTER REMOVAL

Description: This item must consist of removal, storage, and disposal of existing landscape planters, and all associated mounting hardware.

General Requirements: Contractor is responsible for carefully removing, and coordinating delivery and storage of existing landscape planters with the engineer. The engineer will coordinate with Village of Oak Park the determination of salvage potential of existing site furniture.

Method of Measurement: PLANTER REMOVAL will be measured as a lump sum item.

Basis of Payment: This work will be paid for at the contract lump sum price for PLANTER REMOVAL.

ORNAMENTAL LIGHT UNIT COMPLETE

<u>Description</u>. This item shall consist of furnishing, testing as required, and installing a complete assembly of ornamental decorative pole, arms, and luminaires suitable for permanent roadway lighting as specified herein.

General. The lighting pole, ornamental base, anchor base, luminaire arms and luminaries shall be a complete assembly and designed and installed as detailed on the plans. The pole and luminaire assembly shall be designed for a minimum wind speed of 80 mph with a 1.3 gust factor and is in accordance with the latest edition of the American Association of State and Highway Officials (AASHTO) specifications for luminaire supports and assemblies.

Pole. The pole assembly shall consist of an aluminum 26' pole shaft, a cast aluminum anchor base, an ornamental shroud, luminaire arms and banner arms as detailed on the plans. The pole shaft shall be fabricated from round aluminum tubing in accordance with AA6083-t8. The tube profile will consist of three (3) pieces .250" thick with a top diameter of 4.50" and a bottom diameter of 8.00". The bottom tube will be welded to an 11 ¼" square slotted cast aluminum base. The pole shaft will have two (2) 4" x 8" reinforced handholes with a 1 ½-13 grounding lug and a gasketed handhole cover with stainless steel core nylon hex head screws. Four (4) 1" x 60" long galvanized steel anchor bolts with two (2) each hex nuts and flat washers for leveling will be supplied to anchor the pole. The bolt circle shall be 14" and the anchor bolt projection from the foundation shall be 5". The anchor bolts shall conform to ASTM F1554 GR 55.

The pole shall be Sternberg Ornamental Decorative Street Light with Pedestrian Fixture and banner arms as shown on the plans.

<u>The assembly should be:</u> Sternberg 1-1914LEDF/A/RLM731/CAS6/1-D650ASRLED/5P/80PM/5426FP6/BCC/GFI-LPIUC/BK as shown on the fixture schedules.

<u>Finish</u> The pole, luminaries and bracket arm assembly shall all be painted black using a powder coat paint process. The paint finish procedures shall be submitted with catalog cuts at the time of contract award.

Warranty Five-year limited warranty. See product and finish warranty guide for details.

Listings UL listed, suitable for wet locations.

Method of Measurement. The assembly furnished and installed will be measured as each. Basis of Payment. This item shall be paid at the contract unit price each for ORNAMENTAL LIGHT UNIT, COMPLETE, which shall be payment in full for the material and work described herein.

PEDESTRIAN STREET LIGHT

<u>Description</u> This item shall consist of furnishing, testing as required, and installing a complete assembly of ornamental decorative pole, arms, and luminaires suitable for permanent roadway lighting as specified herein.

General The lighting pole, ornamental base, anchor base, luminaire arms and luminaries shall be a complete assembly and designed and installed as detailed on the plans. The pole and luminaire assembly shall be designed for a minimum wind speed of 80 mph with a 1.3 gust factor and is in accordance with the latest edition of the American Association of State and Highway Officials (AASHTO) specifications for luminaire supports and assemblies.

Pole The pole assembly shall consist of an aluminum 12' pole shaft, a cast aluminum anchor base, an ornamental shroud, luminaire arms and banner arms as detailed on the plans. The pole shaft shall be fabricated from round aluminum tubing in accordance with AA6083-t8. The tube profile will consist of three (3) pieces .250" thick with a top diameter of 4.50" and a bottom diameter of 8.00". The bottom tube will be welded to an 11 ¼" square slotted cast aluminum base. The pole shaft will have two (2) 4" x 8" reinforced handholes with a 1 ½-13 grounding lug and a gasketed handhole cover with stainless steel core nylon hex head screws. Four (4) 1/2" x 36" long galvanized steel anchor bolts with two (2) each hex nuts and flat washers for leveling will be supplied to anchor the pole. The bolt circle shall be 14" and the anchor bolt projection from the foundation shall be 5". The anchor bolts shall conform to ASTM F1554 GR 55.

The pole shall be Sternberg Ornamental Decorative Pedestrian Light as shown on the plans.

<u>The assembly</u> shall be Sternberg D650ASRLED/5PPT/5412FP5/GFI-LPIUC/BK as shown on the fixture schedules.

<u>Finish</u> The pole, luminaries and bracket arm assembly shall all be painted black using a powder coat paint process. The paint finish procedures shall be submitted with catalog cuts at the time of contract award.

Warranty Five-year limited warranty. See product and finish warranty guide for details.

Listings UL listed, suitable for wet locations.

Method of Measurement. The assembly furnished and installed will be measured as each.

<u>Basis of Payment</u>. This item shall be paid at the contract unit price each for PEDESTRIAN STREET LIGHT, which shall be payment in full for the material and work described herein.

LIGHTING CONTROLLER, BASE MOUNTED, 240 VOLT, 100 AMP

<u>Description</u>: This work will consist of furnishing and installing Stainless Steel Weatherproof cabinet with time clock and circuit breakers as shown in drawings for lighting and receptacles as indicated on the plans and diagrams. This work shall be performed according to section 825 of the standard specifications. This work includes the concrete foundation and work pad.

Material: The cabinet shall meet all requirements of Material Specification of IDOT.

<u>Foundation</u>: Add the following to Article 878.03 of the Standard Specifications:

All anchor bolts shall be according to Article 1006.09, with all anchor bolts hot dipped galvanized a minimum of 12 in. (300 mm) at the threaded end.

No foundation is to be poured until the Resident Engineer gives his/her approval as to the depth of the foundation.

Add the following to the first paragraph of Article 878.05 of the Standard Specifications:

The price shall include a concrete apron in front of the cabinet and UPS as shown in the plans or as directed by the engineer.

Method of Measurement: The cabinet furnished and installed will be measured as each.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price each for LIGHTING CONTROLLER, BASE MOUNTED, 240 VOLT, 100 AMP. Such price will be payment in full for furnishing, installing, and testing, and will include all material, labor, and incidentals necessary to complete the work as per the contract plans.

TEMPORARY LIGHTING SYSTEM

<u>Description</u>: This work shall consist of all work necessary to preserve and maintain the existing lighting along Chicago Ave within the work area to be utilized as temporary lighting during construction. This existing lighting system is controlled by a controller located at the South side of Chicago Ave. This work shall include, but not limited to, adjusting poles, providing support wiring, and sealing all holes/openings as applicable. The work shall include removing the poles and foundation part of this work and removing temporary and existing wiring after work is complete. This work must be done after ensuring the new lighting system is in operation at Chicago Ave.

Method of Measurement: The work will be measured as lump sum.

Basis of Payment: This work will be paid for at the contract lump sum for TEMPORARY LIGHTING SYSTEM. Such price will be payment in full for providing new wiring, adjusting existing poles, connecting to existing lighting, support, disconnecting, removing existing/temporary poles and foundation, remove wiring, and removing, cleaning and boxing of existing luminaires as directed by the Village of Oak Park, and will include all material, labor, and incidentals necessary to complete the work as per the contract plans.

UNDERGROUND RACEWAYS

Effective: March 1, 2015

Revise Article 810.04 of the Standard Specifications to read:

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

Add the following to Article 810.04 of the Standard Specifications:

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

Add the following to Article 810.04 of the Standard Specifications:

"All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum or 300 mm (12") or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped.

The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap.

The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125") thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring."

GENERAL ELECTRICAL REQUIREMENTS

Effective: January 1, 2012

Add the following to Article 801 of the Standard Specifications:

"Maintenance transfer and Preconstruction Inspection:

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

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

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

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

<u>Condition of Existing Systems</u>. The Contractor shall conduct an inventory of all existing electrical system equipment within the project limits, which may be affected by the work, making note of any parts which are found broken or missing, defective or malfunctioning. Megger and load readings shall be taken for all

existing circuits which will remain in place or be modified. If a circuit is to be taken out in its entirety, then readings do not have to be taken. The inventory and test data shall be reviewed with and approved by the Engineer and a record of the inventory shall be submitted to the Engineer for the record. Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition."

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

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

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

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

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

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

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

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

Energy and Demand Charges. The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the

Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not, (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance."

Add the following to Section 801 of the Standard Specifications:

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

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

Revise the 2nd paragraph of Article 801.16 of the Standard Specifications to read:

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

Add the following to Article 801.16 of the Standard Specifications:

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

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

Datum to be used shall be North American 1983.

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

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

Examples:

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

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

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

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

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

MAINTENANCE OF LIGHTING SYSTEMS

Effective: January 1, 2012

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

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

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

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

Maintenance of Existing Lighting Systems

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

Extent of Maintenance.

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

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

Maintenance of Proposed Lighting Systems

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

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

Lighting System Maintenance Operations

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

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

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

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

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

- Service Response Time -- amount of time from the initial notification to the Contractor until a patrolman physically arrives at the location.
- Service Restoration Time amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)

• **Permanent Repair Time** – amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.

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

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

Operation of Lighting

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

Method of Measurement

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

Basis of Payment. Maintenance of lighting systems shall be paid for at the contract unit price per calendar month for MAINTENANCE OF LIGHTING SYSTEM, which shall include all work as described herein.

EXPOSED RACEWAYS

Effective: January 1, 2012

Revise the first paragraph of Article 811.03(a) of the Standard Specifications to read:

"General. Rigid metal conduit installation shall be according to Article 810.05(a). Conduits terminating in junction and pull boxes shall be terminated with insulated and gasketed watertight threaded NEMA 4X conduit hubs. The hubs shall be Listed under UL 514B. The insulated throat shall be rated up to 105° C. When PVC coated conduit is utilized, the aforementioned hubs shall also be PVC coated."

Add the following to Article 811.03(b) of the Standard Specifications:

"Where PVC coated conduit is utilized, all conduit fittings, couplings and clamps shall be PVC coated. All other mounting hardware and appurtenances shall be stainless steel."

"The personnel installing the PVC coated conduit must be trained and certified by the PVC coated conduit Manufacturer or Manufacturer's representative to install PVC coated conduit. Documentation demonstrating this requirement must be submitted for review and approval."

Add the following to Article 1088.01(a) of the Standard Specifications:

All iron and steel products, which are to be incorporated into the work, including conduit and all conduit fittings, shall be domestically manufactured or produced and fabricated as specified in Article 106."

Revise Article 1088.01(a)(3) of the Standard Specifications to read:

- a. PVC Coated Steel Conduit. The PVC coated rigid metal conduit shall be UL Listed (UL 6). The PVC coating must have been investigated by UL as providing the primary corrosion protection for the rigid metal conduit. Ferrous fittings for general service locations shall be UL Listed with PVC as the primary corrosion protection. Hazardous location fittings, prior to plastic coating shall be UL listed.
- b. The PVC coating shall have the following characteristics:

Hardness:	85+ Shore A Durometer
Dielectric	400V/mil @ 60 Hz
Strength:	
Aging:	1,000 Hours Atlas Weatherometer

Temperature	The PVC compound shall conform at 0° F. to Federal Specifications PL-406b, Method 2051, Amendment 1 of 25 September 1952 (ASTM D 746)
Elongation:	200%

- c. The exterior and interior galvanized conduit surface shall be chemically treated to enhance PVC coating adhesion and shall also be coated with a primer before the PVC coating to ensure a bond between the zinc substrate and the PVC coating. The bond strength created shall be greater than the tensile strength of the plastic coating.
- d. The nominal thickness of the PVC coating shall be 1 mm (40 mils). The PVC exterior and urethane interior coatings applied to the conduit shall afford sufficient flexibility to permit field bending without cracking or flaking at temperatures above -1°C (30°F).
- e. An interior urethane coating shall be uniformly and consistently applied to the interior of all conduit and fittings. This internal coating shall be a nominal 2 mil thickness. The interior coating shall be applied in a manner so there are no runs, drips, or pinholes at any point. The coating shall not peel, flake, or chip off after a cut is made in the conduit or a scratch is made in the coating.
- f. Conduit bodies shall have a tongue-in-groove gasket for maximum sealing capability. The design shall incorporate a positive placement feature to assure proper installation. Certified test results confirming seal performance at 15 psig (positive) and 25 in. of mercury (vacuum) for 72 hours shall be submitted for review when requested by the Engineer.
- g. The PVC conduit shall pass the following tests:

Exterior PVC Bond test RN1:

Two parallel cuts 13 mm (1/2 inch) apart and 40 mm (1 1/2 inches) in length shall be made with a sharp knife along the longitudinal axis. A third cut shall be made perpendicular to and crossing the longitudinal cuts at one end. The knife shall then be worked under the PVC coating for 13 mm (1/2 inch) to free the coating from the metal.

Using pliers, the freed PVC tab shall be pulled with a force applied vertically and away from the conduit. The PVC tab shall tear rather than cause any additional PVC coating to separate from the substrate.

Boil Test:

Acceptable conduit coating bonds (exterior and interior) shall be confirmed if there is no disbondment after a minimum average of 200 hours in boiling water or exposure to steam vapor at one atmosphere. Certified test results from a national recognized independent testing laboratory shall be submitted for review and approval. The RN1 Bond Test and the Standard Method for Measuring Adhesion by Tape Test shall be utilized.

Exterior Adhesion. In accordance with ASTM D870, a 6" length of conduit test specimen shall be placed in boiling water. The specimen shall be periodically removed, cooled to ambient temperature and immediately tested according to the bond test (RN1). When the PVC coating separates from the substrate, the boil time to failure in hours shall be recorded.

Interior Adhesion. In accordance with ASTM D3359, a 6" conduit test specimen shall be cut in half longitudinally and placed in boiling water or directly above boiling water with the urethane surface facing down. The specimen shall be periodically removed, cooled to ambient temperature and tested in accordance with the Standard Method of Adhesion by Tape Test (ASTM D3359). When the coating disbonds, the time to failure in hours shall be recorded.

Heat/Humidity Test:

Acceptable conduit coating bonds shall be confirmed by a minimum average of 30 days in the Heat and Humidity Test. The RN1 Bond Test and the Standard Method for Measuring Adhesion by Tape Test shall be utilized.

Exterior Adhesion. In accordance with ASTM D1151, D1735, D2247 and D4585, conduit specimens shall be placed in a heat and humidity environment where the temperature is maintained at 150°F (66°C) and 95% relative humidity. The specimens shall be periodically removed and a bond test (RN1) performed. When the PVC coating separates from the substrate, the exposure time to failure in days shall be recorded.

Interior Adhesion. In accordance with ASTM D3359, conduit specimens shall be placed in a heat and humidity environment

where the temperature is maintained at 150°F (66°C) and 95% relative humidity. When the coating disbonds, the time to failure in hours shall be recorded.

Add the following to Article 1088.01(a)(4) of the Standard Specifications:

"All liquid tight flexible metal conduit fittings shall have an insulated throat to prevent abrasion of the conductors and shall have a captive sealing O-ring gasket. The fittings shall be Listed under UL 514B. The insulated throat shall be rated up to 105° C."

Revise the second paragraph of Article 811.04 of the Standard Specifications to read:

"Expansion fittings and LFNC will not be measured for payment."

Revise Article 811.05 of the Standard Specifications to read:

"811.05 Basis of Payment. This work will be paid for at the contract unit price per meter (foot) for CONDUIT ATTACHED TO STRUCTURE, of the diameter specified, RIGID GALVANIZED STEEL or CONDUIT ATTACHED TO STRUCTURE, of the diameter specified, RIGID GALVANIZED STEEL, PVC COATED."

ELECTRIC UTILITY SERVICE CONNECTION (COMED)

Effective: January 1, 2012

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

CONSTRUCTION REQUIREMENTS

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

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

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

For bidding purposes, this item shall be estimated as \$7,000.00

Basis Of Payment. This work will be paid for at the contract lump sum price for ELECTRIC UTILITY SERVICE CONNECTION which shall be reimbursement in full for electric utility service charges.

ELECTRIC SERVICE INSTALLATION

Effective: January 1, 2012

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

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

CONSTRUCTION REQUIREMENTS

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

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

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

Basis Of Payment. This work will be paid for at the contract unit price each for **ELECTRIC SERVICE INSTALLATION** which shall be payment in full for the work specified herein.

UNIT DUCT

Effective: January 1, 2012

Revise the first paragraph of Article 810.04 to read:

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

Revise Article 1088.01(c) to read:

"(c) Coilable Nonmetallic Conduit.

General:

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

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

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

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

Dimensions:

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

Nominal Size		Nominal I.D.		Nominal O.D.		Minimum Wall	
mm	in	mm	in	mm	in	mm	in
31.75	1.2	35.05	1.38	42.16	1.66	3.556	0.140
	5		0		0	+0.51	+0.020
38.1	1.5	40.89	1.61	48.26	1.90	3.683	0.145



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

Marking:

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

Performance Tests:

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

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

WIRE AND CABLE

Effective: January 1, 2012

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

"The cable shall be rated at a minimum of 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals."

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

Pha	se Conduct	or	ı	Messenger wire			
Size	Stranding	Average		Minimum	Stranding		
AWG		Insulation		Size			
		Thickness		AWG			
		mm mils					
6	7	1.1	(45)	6	6/1		
4	7	1.1	(45)	4	6/1		
2	7	1.1	(45)	2	6/1		
1/0	19	1.5	(60)	1/0	6/1		
2/0	19	1.5	(60)	2/0	6/1		
3/0	19	1.5	(60)	3/0	6/1		
4/0	19	1.5	(60)	4/0	6/1		

Aerial Electric Cable Properties

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

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

Revise Article 1066.04 to read:

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

Revise the second paragraph of Article 1066.05 to read:

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

HANDHOLES

Effective: January 01, 2002 Revised: July 1, 2015 814.01TS

Description.

Add the following to Section 814 of the Standard Specifications:

All conduits shall enter the handhole at a depth of 30 inches (762 mm) except for the conduits for detector loops when the handhole is less than 5 feet (1.52 m) from the detector loop. All conduit ends should be sealed with a waterproof sealant to prevent the entrance of contaminants into the handhole.

Steel cable hooks shall be coated with hot-dipped galvanization in accordance with AASHTO Specification M111. Hooks shall be a minimum of 1/2 inch (13 mm) diameter with two 90 degree bends and extend into the handhole at least 6 inches (152 mm). Hooks shall be placed a minimum of 12 inches (305 mm) below the lid or lower if additional space is required.

Precast round handholes shall not be used unless called out on the plans.

The cover of the handhole frame shall be labeled "Traffic Signals" with legible raised letters.

Revise the third paragraph of Article 814.03 of the Standard Specifications to read:

"Handholes shall be constructed as shown on the plans and shall be cast-in-place, or precast concrete units. Heavy duty handholes shall be either cast-in-place or precast concrete units."

Add the following to Article 814.03 of the Standard Specifications:

"(c) Precast Concrete. Precast concrete handholes shall be fabricated according to Article 1042.17. Where a handhole is contiguous to a sidewalk, preformed joint filler of 1/2 inch (13 mm) thickness shall be placed between the handhole and the sidewalk."

Cast-In-Place Handholes.

All cast-in-place handholes shall be concrete, with inside dimensions of 21-1/2 inches (546 mm) minimum. Frames and lid openings shall match this dimension.

For grounding purposes the handhole frame shall have provisions for a 7/16 inch (11 mm) diameter stainless steel bolt cast into the frame. The covers shall have a stainless steel threaded stint extended from the eye hook assembly for the purpose of attaching the grounding conductor to the handhole cover.

The minimum wall thickness for heavy duty hand holes shall be 12 inches (305mm).

Precast Round Handholes.

All precast handholes shall be concrete, with inside dimensions of 30 inches (762mm) diameter. Frames and covers shall have a minimum opening of 26 inches (660mm) and no larger than the inside diameter of the handhole.

For grounding purposes the handhole frame shall have provisions for a 7/16 inch (11 mm) diameter stainless steel bolt cast into the frame. For the purpose of attaching the grounding conductor to the handhole cover, the covers shall either have a 7/16 inch (11 mm) diameter stainless steel bolt cast into the cover or a stainless steel threaded stint extended from an eye hook assembly. A hole may be drilled for the bolt if one cannot be cast into the frame or cover. The head of the bolt shall be flush or lower than the top surface of the cover.

The minimum wall thickness for precast heavy duty hand holes shall be 6 inches (152 mm).

Precast round handholes shall be only produced by an approved precast vendor.

Materials.

Add the following to Section 1042 of the Standard Specifications:

"1042.17 Precast Concrete Handholes. Precast concrete handholes shall be according to Articles 1042.03(a)(c)(d)(e)."

GROUNDING CABLE

Effective: May 22, 2002 Revised: July 1, 2015

817.01TS

The cable shall meet the requirements of Section 817 of the "Standard Specifications," except for the following:

Add the following to Article 817.02 (b) of the Standard Specifications:

Unless otherwise noted on the Plans, traffic signal grounding conductor shall be one conductor, #6 gauge copper, with a green color coded XLP jacket.

The traffic signal grounding conductor shall be bonded, using a UL Listed grounding connector to all proposed and existing traffic signal mast arm poles and traffic/pedestrian signal posts, including push button posts. The grounding conductor shall be bonded to all proposed and existing pull boxes, handhole frames and covers and other metallic enclosures throughout the traffic signal wiring system and noted herein and detailed on the plans. The grounding conductor shall be bonded to conduit terminations using rated grounding bushings. Bonding to existing handhole frames and covers shall be paid for separately.

Add the following to Article 817.05 of the Standard Specifications:

Basis of Payment.

Grounding cable shall be measured in place for payment in foot (meter). Payment shall be at the contract unit price for ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C, which price includes all associated labor and material including grounding clamps, splicing, exothermic welds, grounding connectors, conduit grounding bushings, and other hardware.

ELECTRIC CABLE

Effective: May 22, 2002 Revised: July 1, 2015

873.01TS

Delete "or stranded, and No. 12 or" from the last sentence of Article 1076.04 (a) of the Standard Specifications.

Add the following to the Article 1076.04(d) of the Standard Specifications:

Service cable may be single or multiple conductor cable.

PORTLAND CEMENT CONCRETE SIDEWALK, 5" PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 9"

Description: Work under these items shall be performed in accordance with the requirements of Section 420 of the Standard Specifications except as herein modified.

This work consists of furnishing of all labor, materials, tools, and equipment necessary to install portland cement concrete pavement on a sub-base granular material, Type B, as shown on the Contract Plans or as directed by the Engineer. This work shall consist of constructing portland cement concrete at locations and of lengths, widths and grade as shown on the plans or as directed by the Engineer.

Materials: Materials shall be according to the following.

Item Article/Section

(a) Portland Cement Concrete	1020
(b) Reinforcement Bars and Fabric	
(c) Pavement Longitudinal Metal Joints, Dowel Bar	·s,
and Dowel Bar Assemblies	1006.11
(d) Sub-base Granular Material, Type B	1004.04
(e) Poured Joint Sealer	
(f) Protective Coat	
(f) Preformed Expansion Joint Filler	
(g) Nonshrink Grout	

Earth Excavation: Earth excavation and backfill required to meet proposed grades for sidewalk and driveway paving shall be included in the cost of PORTLAND CEMENT CONCRETE SIDEWALK, 5" and PORTLAND CEMENT DRIVEWAY PAVEMENT, 9".

<u>Finishing:</u> All exposed surfaces shall be finished smooth and even, and given a light brush finish while the concrete is still workable.

Joints. The pavement joints will be sawcut in accordance with article 420.05. The Contractor shall provide a working field drawing depicting the locations of all staging and construction joints to the Engineer for review and approval prior to placement of concrete. Both the staging and construction joints shall conform to the scoring pattern as shown on the drawings and/or in accordance with the standard specifications. In general control joints shall occur every 5' and ½ in. (13mm) thick expansion joints every 30' of paving. ³/₄ in (20 mm) thick expansion joints shall also occur between pavement and curbs, walls, structures and footings.

Method of Measurement: PORTLAND CEMENT CONCRETE SIDEWALK, 5" shall be measured in place in square feet of paving and PORTLAND CEMENT CONCRETE

DRIVEWAY PAVEMENT, 9" shall be measured in square yards of pavement. SUB-BASE GRANULAR MATERIAL, TYPE B shall be measured installed per square yard.

BASIS OF PAYMENT: PORTLAND CEMENT CONCRETE SIDEWALK, 5" AND PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 9" SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE, WHICH PRICE SHALL INCLUDE PAYMENT FOR PATTERNING, FURNISHING AND INSTALLING ALL REQUIRED JOINTS, FURNISHING AND INSTALLING ALL REQUIRED CONCRETE, EARTH EXCAVATION, AND BACKFILL AS REQUIRED TO PERFORM THE WORK AS SPECIFIED HEREIN. SUB-BASE GRANULAR MATERIAL, TYPE B SHALL BE PAID FOR SEPARATELY AT THE CONTRACT UNIT PRICE PER

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

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.

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

All contaminated materials shall be managed as either "uncontaminated soil", non-special waste or hazardous waste. This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances. The Environmental Firm shall continuously monitor all soil excavation for worker protection and soil contamination. Soil samples or analysis without the approval of the Engineer will be at no additional cost to the Department. Those seeking the full Preliminary Site Investigation (PSI) report/Phase I Preliminary Engineering information should contact the Owner of Record. To make arrangements for access to this information please contact:

Mr. Bill McKenna, P.E. – Village Engineer Village of Oak Park 708/358-5700

The Contractor shall manage any excavated soils and sediment within the following areas; the lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit whichever is less:

PESA REC - Oak River Cleaners/1110-1112 Chicago Avenue

- Station 12+40 to Station 16+50 (Centerline Chicago Avenue) 0 to 50 feet LT (PESA REC Oak River Cleaners 1110-1112 Chicago Avenue) This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. Contaminants of concern (COC) sampling parameter: tetrachloroethylene (PCE); (Potential Hazardous Waste).
- Station 13+50 to Station 16+50 (Centerline Chicago Avenue) 0 to 50 feet RT (PESA REC Oak River Cleaners 1110-1112 Chicago Avenue) This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COC sampling parameter: tetrachloroethylene (PCE); (Potential Hazardous Waste).

<u>Groundwater Management.</u> The Contractor shall manage any evacuated groundwater within the following areas:

PESA REC - Oak River Cleaners/1110-1112 Chicago Avenue

- Station 12+40 to Station 16+50 (Centerline Chicago Avenue) 0 to 50 feet LT (PESA REC Oak River Cleaners 1110-1112 Chicago Avenue) This material meets the criteria of Article 669.09(d) and shall be managed in accordance to Article 669.09. Contaminants of concern (COC) sampling parameter: tetrachloroethylene (PCE).
- Station 13+50 to Station 16+50 (Centerline Chicago Avenue) 0 to 50 feet RT (PESA REC Oak River Cleaners 1110-1112 Chicago Avenue) This material meets the criteria of Article 669.09(d) and shall be managed in accordance to Article 669.09. COC sampling parameter: tetrachloroethylene (PCE).

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

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.

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

All contaminated materials shall be managed as either "uncontaminated soil", non-special waste or hazardous waste. This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances. The Environmental Firm shall continuously monitor all soil excavation for worker protection and soil contamination. Soil samples or analysis without the approval of the Engineer will be at no additional cost to the Department. Those seeking the full Preliminary Site Investigation (PSI) report/Phase I Preliminary Engineering information should contact the Owner of Record. To make arrangements for access to this information please contact:

Mr. Bill McKenna, P.E. – Village Engineer Village of Oak Park 708/358-5700

The Contractor shall manage any excavated soils and sediment within the following areas; the lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit whichever is less:

PESA REC - Oak River Cleaners/1110-1112 Chicago Avenue

- Station 12+40 to Station 16+50 (Centerline Chicago Avenue) 0 to 50 feet LT (PESA REC Oak River Cleaners 1110-1112 Chicago Avenue) This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. Contaminants of concern (COC) sampling parameter: tetrachloroethylene (PCE); (Potential Hazardous Waste).
- Station 13+50 to Station 16+50 (Centerline Chicago Avenue) 0 to 50 feet RT (PESA REC Oak River Cleaners 1110-1112 Chicago Avenue) This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COC sampling parameter: tetrachloroethylene (PCE); (Potential Hazardous Waste).

<u>Groundwater Management.</u> The Contractor shall manage any evacuated groundwater within the following areas:

PESA REC - Oak River Cleaners/1110-1112 Chicago Avenue

 Station 12+40 to Station 16+50 (Centerline Chicago Avenue) 0 to 50 feet LT (PESA REC – Oak River Cleaners – 1110-1112 Chicago Avenue) - This material meets the criteria of Article 669.09(d) and shall be managed in accordance to Article 669.09. Contaminants of concern (COC) sampling parameter: tetrachloroethylene (PCE).

Station 13+50 to Station 16+50 (Centerline Chicago Avenue) 0 to 50 feet RT (PESA REC – Oak River Cleaners – 1110-1112 Chicago Avenue) - This material meets the criteria of Article 669.09(d) and shall be managed in accordance to Article 669.09. COC sampling parameter: tetrachloroethylene (PCE).

IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)

Effective: August 1, 2012 Revised: February 1, 2014

In addition to the Contractor's equal employment opportunity affirmative action efforts undertaken as elsewhere required by this Contract, the Contractor is encouraged to participate in the incentive program to provide additional on-the-job training to certified graduates of IDOT funded pre-apprenticeship training programs outlined by this Special Provision.

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs throughout Illinois to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of this IDOT Training Program Graduate (TPG) Special Provision is to place certified graduates of these IDOT funded pre-apprentice training programs on IDOT project sites when feasible, and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. IDOT and its sub-recipients, in carrying out the responsibilities of a state contract, shall determine which construction contracts shall include "Training Program Graduate Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of IDOT funded Pre-apprenticeship Training Programs to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated IDOT staff member under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this Special Provision.

METHOD OF MEASUREMENT: The unit of measurement is in hours.

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for certified TRAINES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 1. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the Department for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certificate showing the type and length of training satisfactorily completed.



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

SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007 Revised: August 1, 2007

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

The Contractor shall name the following entities as additional insured under the Contractor's

general liability insurance policy in accordance with Article 107.27:

Village of Oak Park, Illinois

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

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

Effective: November 2, 2006

Revised: July 1, 2015

<u>Description</u>. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

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

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

Where: CA = Cost Adjustment, \$.

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

BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).

 $^{\circ}$ AC $_{\lor}$ = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the $^{\circ}$ AC $_{\lor}$ will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC $_{\lor}$ and undiluted emulsified asphalt will be considered to be 65% AC $_{\lor}$.

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

For HMA mixtures measured in square yards: Q, tons = A x D x (G_{mb} x 46.8) / 2000. For HMA mixtures measured in square meters: Q, metric tons = A x D x (G_{mb} x 1) / 1000. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different G_{mb} and % AC_{V_c}

For bituminous materials measured in gallons: Q, tons = $V \times 8.33$ lb/gal x SG / 2000 For bituminous materials measured in liters: Q, metric tons = $V \times 1.0$ kg/L x SG / 1000

Where: A = Area of the HMA mixture, sq yd (sq m).

D = Depth of the HMA mixture, in. (mm).

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

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

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

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

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

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

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENTS

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

Contract No.:	***************************************	······		
Company Name:				
Contractor's Option	<u>ı</u> :			
Is your company opti	ng to include th	is spec	cial provision as part of th	e contract?
Yes		No		
Signature:				Date:
80173				

COARSE AGGREGATE QUALITY (BDE)

Effective: July 1, 2015

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

"(b) Quality. The coarse aggregate shall be according to the quality standards listed in the following table.

COARSE AGGREGATE QUALITY					
QUALITY TEST		CLASS			
QO/LETT TEOT	Α	В	С	D	
Na ₂ SO ₄ Soundness 5 Cycle, ITP 104 ^{1/} , % Loss max.	15	15	20	25 ^{2/}	
Los Angeles Abrasion, ITP 96 11/, % Loss max.	40 ^{3/}	40 4/	40 5/	45	
Minus No. 200 (75 μm) Sieve Material, ITP 11	1.0 6/		2.5 7/	opt-size time	
Deleterious Materials 10/					
Shale, % max.	1.0	2.0	4.0 8/		
Clay Lumps, % max.	0.25	0.5	0.5 8/		
Coal & Lignite, % max.	0.25				
Soft & Unsound Fragments, % max.	4.0	6.0	8.0 8/		
Other Deleterious, % max.	4.0 ^{9/}	2.0	2.0 8/		
Total Deleterious, % max.	5.0	6.0	10.0 8/		
Oil-Stained Aggregate 10/, % max	5.0				

- 1/ Does not apply to crushed concrete.
- 2/ For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.
- 3/ For portland cement concrete, the maximum percent loss shall be 45.
- 4/ Does not apply to crushed slag or crushed steel slag.
- 5/ For hot-mix asphalt (HMA) binder mixtures, except when used as surface course, the maximum percent loss shall be 45.
- 6/ For crushed aggregate, if the material finer than the No. 200 (75 μ m) sieve consists of the dust from fracture, essentially free from clay or silt, this percentage may be increased to 2.5.

- 7/ Does not apply to aggregates for HMA binder mixtures.
- 8/ Does not apply to Class A seal and cover coats.
- 9/ Includes deleterious chert. In gravel and crushed gravel aggregate, deleterious chert shall be the lightweight fraction separated in a 2.35 heavy media separation. In crushed stone aggregate, deleterious chert shall be the lightweight fraction separated in a 2.55 heavy media separation. Tests shall be run according to ITP 113.
- 10/ Test shall be run according to ITP 203.
- 11/ Does not apply to crushed slag.

All varieties of chert contained in gravel coarse aggregate for portland cement concrete, whether crushed or uncrushed, pure or impure, and irrespective of color, will be classed as chert and shall not be present in the total aggregate in excess of 25 percent by weight (mass).

Aggregates used in Class BS concrete (except when poured on subgrade), Class PS concrete, and Class PC concrete (bridge superstructure products only, excluding the approach slab) shall contain no more than two percent by weight (mass) of deleterious materials. Deleterious materials shall include substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete."

CONSTRUCTION AIR QUALITY - DIESEL RETROFIT (BDE)

Effective: June 1, 2010 Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 1/	600-749	2002
Julie 1, 2010	750 and up	2002
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 2/	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

^{1/} Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) Verified Retrofit Technology List (http://www.epa.gov/cleandiesel/verification/verif-list.htm), or verified by the California Air Resources Board (CARB) (http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

^{2/} Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 2, 2016

<u>FEDERAL OBLIGATION</u>. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

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

<u>CONTRACTOR ASSURANCE</u>. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a

good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 22.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index.

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

In order to assure the timely award of the contract, the low bidder shall submit:

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on completed Department forms SBE 2025 and 2026.
 - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting.

(2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to DOT.DBE.UP@illinois.gov or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization 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 the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation Bureau of Small Business Enterprises Contract Compliance Section 2300 South Dirksen Parkway, Room 319 Springfield, Illinois 62764

The Department will not accept a Utilization Plan if it does not meet the five 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 Utilization 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 Utilization Plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

- (1) The names and addresses of DBE firms that will participate in the contract:
- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere pro forma efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors

are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration

Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owneroperator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:

- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) <u>NO AMENDMENT</u>. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

- (c) <u>SUBCONTRACT</u>. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
 - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor,

with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

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

EQUAL EMPLOYMENT OPPORTUNITY (BDE)

Effective: April 1, 2015

<u>FEDERAL AID CONTRACTS</u>. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

"EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the

Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

<u>STATE CONTRACTS</u>. Revise Section II of Check Sheet #5 of the Recurring Special Provisions to read:

"II. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further

that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.
- 4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5. That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- 6. That it will permit access to all relevant books, records, accounts and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- 7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights

Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."



ERRATA FOR THE 2016 STANDARD SPECIFICATIONS (BDE)

- Effective: April 1, 2016
- Page 84 Article 204.02. In the seventh line of the first paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 90 Article 205.06. In the first sentence of the third paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 91 Article 205.06. In the first sentence of the fourth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the second sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 91 Article 205.06. In the second line of the fifth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 91 Article 205.06. In the sixth line of the eighth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 148 Article 302.09. In the second sentence of the fifth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 99" to "Illinois Modified AASHTO T 99".
- Page 152 Article 310.09. In the second sentence of the second paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 99" to "Illinois Modified AASHTO T 99".
- Page 155 Article 311.05(a). In the first sentence of the fifth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the second sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 155 Article 311.05(a). In the second line of the sixth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 163 Article 351.05(a). In the second sentence of the fifth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the third sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 163 Article 351.05(a). In the second line of the sixth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 169 Article 352.11. In the second sentence of the fourth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 134 (Method B)" to "Illinois Modified AASHTO T 134 (Method B)".

- Page 169 Article 352.12. In the first sentence of the first paragraph change "AASHTO T 22" to "Illinois Modified AASHTO T 22", and in the second sentence change "AASHTO T 134 (Method B)" to "Illinois Modified AASHTO T 134 (Method B)".
- Page 196 Article 406.07(a). After the footnotes in Table 1 Minimum Roller Requirements for HMA add the following:

"EQUIPMENT DEFINITION

- V_s Vibratory roller, static mode, minimum 125 lb/in. (2.2 kg/mm) of roller width. Maximum speed = 3 mph (5 km/h) or 264 ft/min (80 m/min). If the vibratory roller does not eliminate roller marks, its use shall be discontinued and a tandem roller, adequately ballasted to remove roller marks, shall be used.
- V_D Vibratory roller, dynamic mode, operated at a speed to produce not less than 10 impacts/ft (30 impacts/m).
- P Pneumatic-tired roller, max. speed 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min). The pneumatic-tired roller shall have a minimum tire pressure of 80 psi (550 kPa) and shall be equipped with heat retention shields. The self-propelled pneumatic-tired roller shall develop a compression of not less than 300 lb (53 N) nor more than 500 lb (88 N) per in. (mm) of width of the tire tread in contact with the HMA surface.
- T_B Tandem roller for breakdown rolling, 8 to 12 tons (7 to 11 metric tons), 250 to 400 lb/in. (44 to 70 N/mm) of roller width, max. speed = 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min).
- T_F Tandem roller for final rolling, 200 to 400 lb/in. (35 to 70 N/mm) of roller width with minimum roller width of 50 in. (1.25 m). Ballast shall be increased if roller marks are not eliminated. Ballast shall be decreased if the mat shoves or distorts.
- 3W- Three wheel roller, max. speed = 3 mph (5 km/h) or 264 ft/min (80 m/min), 300 to 400 lb/in. (53 to 70 N/mm) of roller width. The three-wheel roller shall weigh 10 to 12 tons (9 to 11 metric tons)."
- Page 331 Article 505.04(p). Under Range of Clearance in the first table change "in. \times 10⁻⁶" to "in. \times 10⁻³".
- Page 444 Article 542.03. In the Notes in Table IIIB add "CPP Corrugated Polypropylene (CPP) pipe with smooth interior".

- Page 445 Article 542.03. In the fourth column in Table IIIB (metric) change the heading for Type 5 pipe from "CPE" to "CPP".
- Page 445 Article 542.03. In the Notes in Table IIIB (metric) change "PE Polyethylene (PE) pipe with a smooth interior" to "CPP Corrugated Polypropylene (CPP) pipe with smooth interior".
- Page 449 Article 542.04(f)(2). In the third line of the second paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 544 Article 639.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, Traffic Signals," to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 546 Article 640.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals".
- Page 548 Article 641.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaire and Traffic Signals," to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"."
- Page 621 Article 727.03. In the first sentence of the third paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals".
- Page 629 Article 734.03(a). In the fourth line of the second paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 649 Article 801.02. In the first sentence of the first paragraph change "AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals".
- Page 742 Article 1003.04(c). Under Gradation in the table change "(see Article 1003.02(c))" to "(see Article 1003.01(c))".
- Page 755 Article 1004.03(b). Revise the third sentence of the first paragraph to read "For Class A (seal or cover coat), and other binder courses, the coarse aggregate shall be Class C quality or better.".

- Page 809 Article 1020.04(e). In the third line of the first paragraph change "ITP SCC-3" to "ITP SCC-4".
- Page 945 Article 1069.05. In the first sentence of the tenth paragraph change ""Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals".
- Page 961 Article 1070.04(b)(1). In the third sentence of the first paragraph change ""Standard Specifications of Structural Supports for Highway Signs, Luminaires and Traffic Signals" published by AASHTO" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 989 Article 1077.01. In the second sentence of the first paragraph change "Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, as published by AASHTO" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 1121 Article 1103.13(a). In the first line of the first paragraph change "Bridge Deck Approach Slabs." to "Bridge Deck and Approach Slabs.".

FUEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 1, 2009 Revised: July 1, 2015

Description. Fuel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in fuel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name and sign and date the form shall make this contract exempt of fuel cost adjustments for all categories of work. Failure to indicate "Yes" for any category of work will make that category of work exempt from fuel cost adjustment.

General. The fuel cost adjustment shall apply to contract pay items as grouped by category. The adjustment shall only apply to those categories of work checked "Yes", and only when the cumulative plan quantities for a category exceed the required threshold. Adjustments to work items in a category, either up or down, and extra work paid for by agreed unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Extra work paid for at a lump sum price or by force account will not be subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

(a) Categories of Work.

- (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
- (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.

- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

English Units

Linguistr Office		
Category	Factor	Units
A - Earthwork	0.34	gal / cu yd
B – Subbase and Aggregate Base courses	0.62	gal / ton
C – HMA Bases, Pavements and Shoulders	1.05	gal / ton
D – PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E – Structures	8.00	gal / \$1000
Metric Units		
Category	Factor	Units
A - Earthwork	1.68	liters / cu m
B – Subbase and Aggregate Base courses	2.58	liters / metric ton
C – HMA Bases, Pavements and Shoulders	4.37	liters / metric ton
D – PCC Bases, Pavements and Shoulders	12.52	liters / cu m
E – Structures	30.28	liters / \$1000

(c) Quantity Conversion Factors.

Category	Conversion	Factor
В	sq yd to ton sq m to metric ton	0.057 ton / sq yd / in depth 0.00243 metric ton / sq m / mm depth
С	sq yd to ton sq m to metric ton	0.056 ton / sq yd / in depth 0.00239 m ton / sq m / mm depth
D	sq yd to cu yd sq m to cu m	0.028 cu yd / sq yd / in depth 0.001 cu m / sq m / mm depth

Method of Adjustment. Fuel cost adjustments will be computed as follows.

 $CA = (FPI_P - FPI_L) \times FUF \times Q$

Where: CA = Cost Adjustment, \$

FPI_P = Fuel Price Index, as published by the Department for the month the work is performed, \$/gal (\$/liter)

FPIL = Fuel Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/gal (\$/liter)

FUF = Fuel Usage Factor in the pay item(s) being adjusted

Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

The entire FUF indicated in paragraph (b) will be used regardless of use of trucking to perform the work.

Basis of Payment. Fuel cost adjustments may be positive or negative but will only be made when there is a difference between the FPI_L and FPI_P in excess of five percent, as calculated by:

Percent Difference = $\{(FPI_L - FPI_P) \div FPI_L\} \times 100$

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

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR FUEL COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of fuel cost adjustments in all categories. Failure to indicate "Yes" for any category of work at the time of bid will make that category of work exempt from fuel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.:		
Company Name:		
Contractor's Option:		
Is your company opting to include this special provision following categories of work?	as par	t of the contract plans for the
Category A Earthwork.	Yes	
Category B Subbases and Aggregate Base Courses	Yes	
Category C HMA Bases, Pavements and Shoulders	Yes	
Category D PCC Bases, Pavements and Shoulders	Yes	
Category E Structures	Yes	
Signature:		Date:

HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010 Revised: April 1, 2016

<u>Description</u>. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

THE STREET, ST	"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
	IL-4.75	Ndesign = 50	93.0 - 97.4% 17	91.0%
	IL-9.5	Ndesign = 90	92.0 - 96.0%	90.0%
	IL-9.5,IL-9.5L	Ndesign < 90	92.5 - 97.4%	90.0%
L	IL-19.0	Ndesign = 90	93.0 - 96.0%	90.0%
_	IL-19.0, IL-19.0L	Ndesign < 90	93.0 ^{2/} - 97.4%	90.0%
L	SMA	Ndesign = 50 & 80	93.5 - 97.4%	91.0%"

PORTLAND CEMENT CONCRETE PARTIAL DEPTH HOT-MIX ASPHALT PATCHING (BDE)

Effective: April 1, 2014 Revised: April 1, 2016

<u>Description</u>. This work shall consist of partial depth removal of the existing portland cement concrete pavement structure and replacement with hot-mix asphalt (HMA).

The partial depth removal on a lane width or less shall be classified by type/size as follows.

Type I	Less than 8 sq yd (9 sq m)
Type []	8 sq yd (9 sq m) or more, but less than 50 sq yd (42 sq m)
Type III	50 sq yd (42 sq m) or more, but less than 100 sq yd (84 sq m)
Type IV	100 sq yd (84 sq m) or more

 $\underline{\text{Materials}}$. Materials shall be according to the following Articles/Sections of the Standard Specifications.

ltem	Article/Section
(a) Bituminous Material for Tack Coat	406.02
(b) Hot-Mix Asphalt (Note 1)	

Note1. If the patch is going to be resurfaced, the HMA for partial depth patches shall be a surface mixture of the same type as the proposed resurfacing or as approved by the Engineer. If the patch is not going to be resurfaced, the mix shall be as shown on the plans.

 $\underline{\text{Equipment}}.$ Equipment shall be according to the following Articles/Sections of the Standard Specifications.

Item	Article/Section
(a) Self-Propelled Milling Machine	1101 16
(b) Concrete Saw	442 03(d)
(c) vyneel Saw	442 03(6)
(a) Rollers	442 03
(e) Mechanical Sweeper	1101.03
(f) Air Equipment (Note 1)	

f) Air Equipment (Note 1)

Note 1. The air equipment shall be capable of supplying compressed air at a minimum pressure of 100 psi (690 kPa) and shall have sufficient flow rate to remove all disturbed pavement debris. The equipment shall also be according to ASTM D 4285.

CONSTRUCTION REQUIREMENTS

General. The minimum patch dimension shall be 24 x 24 in. (600 x 600 mm).

<u>Partial Depth Removal</u>. Partial depth removal of the pavement shall be accomplished by the use of a milling machine and/or the wheel saw. The patch area shall be cleaned by air equipment or mechanical sweeper and all disturbed pavement debris and any loose or unsound concrete shall be removed. Materials resulting from the removal shall be disposed of according to Article 202.03 of the Standard Specifications.

Exposed reinforcement shall be removed back to the point where the steel is in contact with sound concrete. Where high steel is encountered, the depth of the patch may be reduced as directed by the Engineer.

Replacement with HMA. When the Engineer determines the exposed pavement will be suitable for a partial depth patch, a bituminous tack coat shall be applied according to Article 406.05(b) of the Standard Specifications.

The prepared patch shall be filled with HMA with a maximum lift thickness of 3 in. (75 mm). Where more than one lift is needed, the top lift shall be a minimum of 2 in. (50 mm) thick. At the option of the Contractor, the 2 in. (50 mm) top layer may be constructed using HMA surface course. The HMA shall be compacted to the satisfaction of the Engineer.

<u>Patch Maintenance</u>. Patches opened to traffic which are high or become rough by rutting, shoving, or heaving shall be corrected by trimming off high areas and/or filling depressions. Filled areas shall be rolled again.

Areas Unsuitable for a Partial Depth Patch. When the Engineer determines the exposed pavement will not be suitable for a partial depth patch, or removal is one half or more of the pavement thickness, the remaining portion of the pavement shall be removed and a full depth patch shall be constructed according to Section 442 of the Standard Specifications for the Class of full depth patches included in the contract. The exposed area may be filled with HMA and the full depth patch constructed at a later date. HMA shall be placed as specified for the partial depth repair.

<u>Method of Measurement</u>. Partial depth removal of the portland cement concrete pavement will be measured for payment in place and the area computed in square yards (square meters).

HMA for partial depth patching of the portland cement concrete pavement and for the backfilling of partial depth removal when it is determined the area is not suitable for a partial depth patch will be measured for payment in tons (metric tons) according to Article 406.13 of the Standard Specifications.

Basis of Payment. Partial depth removal of the portland cement concrete pavement will be paid for at the contract unit price per square yard (square meter) for PARTIAL DEPTH REMOVAL, of the type and thickness specified.

HMA for partial depth patching and for backfilling areas unsuitable for a partial depth patch will be paid for at the contract unit price per ton (metric ton) for PARTIAL DEPTH PATCHING.

When the Engineer determines to convert any partial depth patch to a full depth patch after the partial depth removal of the portland cement concrete pavement has begun, the partial depth removal will still be paid for at the contract unit price for PARTIAL DEPTH REMOVAL. The remaining removal for the full depth patch will be considered as included in the appropriate full depth patching pay item.

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

"(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved."

80328

227-

STEEL SLAG IN TRENCH BACKFILL (BDE)

Effective: January 1, 2016

Revise the second sentence of Article 1003.01(a)(8) of the Standard Specifications to read:

"Crushed steel slag shall be the nonmetallic product which is developed in a molten condition simultaneously with steel in an open hearth, basic oxygen, or electric arc furnace."

Revise Article 1003.04(a) of the Standard Specifications to read:

"(a) Description. The fine aggregate shall consist of sand, stone sand, chats, wet bottom boiler slag, slag sand, or granulated slag sand. Crushed concrete sand, construction and demolition debris sand, and steel slag sand produced from an electric arc furnace may be used in lieu of the above for trench backfill."

80362

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 then clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

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

20338

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: April 2, 2015

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

80302

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 80 working days.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

- 2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:
 - "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or onthe-job training."
- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- **7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
 - a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose Wage and Hour Division Web http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees:
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

- "(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.