

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

252

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting June 13, 2008

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

NOTICE TO PROSPECTIVE BIDDERS

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

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



Illinois Department
of Transportation

Springfield, Illinois 62764

Contract No. 87337
DEKALB County
Section 06-00173-00-LT (DeKalb)
Route FAP 567 (Il 38)
Project TE-00D3(054)
District 3 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

INSTRUCTIONS

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

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

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

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

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

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

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Preparation and submittal of bids	217/782-7806
Mailing of CD-ROMS	217/782-7806

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 87337
DEKALB County
Section 06-00173-00-LT (DeKalb)
Project TE-00D3(054)
Route FAP 567 (Il 38)
District 3 Construction Funds**

0.29 mile lighting and streetscape improvements along IL Route 38 including a pedestrian refuge, walkway pavers, sidewalks, monument construction and landscaping from 3rd Street to 11th Street in the city of DeKalb.

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

RETURN WITH BID

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

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

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

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

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

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

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

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

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

STATE JOB # - C-93-023-07
 PPS NBR - 0-00988-0000

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 87337

ECMS002 DTGECM03 ECMR003 PAGE 1
 RUN DATE - 05/07/08
 RUN TIME - 204128

COUNTY NAME	DEKALB	CODE	037	DIST	03	SECTION NUMBER	06-00173-00-LT (DEKALB)	PROJECT NUMBER	TE-00D3/054/000	ROUTE	FAP 567
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
B2006216	T-SYRING RET TF 2	EACH	3.000	X	=	
C2008324	S-ROSA PURP PAV 24	EACH	5.000	X	=	
C2011636	S-VIBURN CARL 3'	EACH	2.000	X	=	
K0030413	P PHL SUB BL EWARD 1Q	EACH	5.000	X	=	
XX000810	CONCRETE PAVERS	SQ FT	435.000	X	=	
XX001653	ORN FENCE COMPLETE	FOOT	20.000	X	=	
XX002053	LANDSCAPE RESTORATION	L SUM	1.000	X	=	
XX002184	PHOTOELECTRIC CONTROL	EACH	1.000	X	=	
XX003219	UNIT PAVERS	SQ FT	473.000	X	=	
XX003560	CURB & GUTTER REM&REP	FOOT	156.000	X	=	
XX004533	SOIL PLANT MIX	CU YD	68.000	X	=	
XX005735	PLANTER CURB	FOOT	21.000	X	=	
XX005962	BENCH	EACH	1.000	X	=	
XX006611	GRASSES SPORO HETO 1G	EACH	45.000	X	=	
XX007392	INCIDENTAL HMA, 12"	SQ YD	52.000	X	=	

FAP 567
 06-00173-00-LT (DEKALB)
 DEKALB

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 87337

ECMS002 DTGECM03 ECMR003 PAGE 2
 RUN DATE - 05/07/08
 RUN TIME - 204128

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
XX007393	DECOR LT TYPE A	EACH	11.000			=	
XX007394	DECOR LT TYPE B	EACH	6.000			=	
XX007395	DECOR LT TYPE B1	EACH	1.000			=	
XX007396	DECOR LT TYPE C	EACH	12.000			=	
XX007397	ELECT WK SCENIC VISTA	L SUM	1.000			=	
XX007398	ELECT WK GATEWAY MON	L SUM	1.000			=	
XX007399	MONUMENT TY A FOUNDTN	EACH	1.000			=	
XX007400	MONUMENT TY B FOUNDTN	EACH	1.000			=	
XX007401	MONUMENT TY C FOUNDTN	EACH	1.000			=	
XX007402	PREC COL PLANTER FNDN	EACH	2.000			=	
XX007403	PREC WALL TY B FNDATN	FOOT	20.000			=	
XX007404	PREC WALL TY C FNDATN	FOOT	6.000			=	
XX007405	PREC WALL TY D FNDATN	FOOT	22.000			=	
XX007406	PLANTER TOWER FNDATN	EACH	3.000			=	
XX007407	GAZEBO FNDATN SLAB	L SUM	1.000			=	

FAP 567
 06-00173-00-LT (DEKALB)
 DEKALB

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 87337

ECMS002 DTGECM03 ECMR003 PAGE 3
 RUN DATE - 05/07/08
 RUN TIME - 204128

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
XX007408	PRECAST WALL TYPE A	FOOT	64.000	X	=		
XX007409	PRECAST WALL TYPE B	FOOT	20.000	X	=		
XX007410	PRECAST WALL TYPE C	FOOT	5.000	X	=		
XX007411	PRECAST WALL TYPE D	FOOT	23.000	X	=		
XX007412	COLUMN WITH PLANTER	EACH	2.000	X	=		
XX007413	CONC EDGE RESTRAINT	FOOT	56.000	X	=		
XX007414	PLANTER TOWER	EACH	3.000	X	=		
XX007415	MONUMENT TYPE A	EACH	1.000	X	=		
XX007416	MONUMENT TYPE B	EACH	1.000	X	=		
XX007417	MONUMENT TYPE C	EACH	1.000	X	=		
XX007418	FLAT SEAT BOULDER TA	EACH	3.000	X	=		
XX007419	FLAT SEAT BOULDER TB	EACH	1.000	X	=		
XX007420	T-ACER PSE K MAPLE 3"	EACH	1.000	X	=		
XX007421	S-BUXUS GR VEL BOX 18	EACH	6.000	X	=		
XX007422	S-CHAM KOSTRS CYPR 18	EACH	1.000	X	=		

FAP 567
 06-00173-00-LT (DEKALB)
 DEKALB

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 87337

ECMS002 DTGECM03 ECRM003 PAGE 4
 RUN DATE - 05/07/08
 RUN TIME - 204128

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
XX007423	S-MICROB SIBER CYP 18	EACH	2.000		=		
XX007424	S-DEUTZIA X KALMI 18	EACH	6.000		=		
XX007425	S-JUNIPER X MEDIA 3 G	EACH	21.000		=		
XX007426	S-ROSA RUG DWARF 3 G	EACH	13.000		=		
XX007427	S-VIBURNUM X JUDD 3 G	EACH	5.000		=		
XX007428	P-ANEMONE SNOWDROP 4"	EACH	3.000		=		
XX007429	P-ASTER X WOODS BLU 4	EACH	18.000		=		
XX007430	P-ASTILBE X AR MONT 4	EACH	5.000		=		
XX007431	P-HELICT OAT GRASS 1G	EACH	20.000		=		
XX007432	P-NEPETA LOW CATMNT 4	EACH	30.000		=		
XX007433	P-ECHINA PURPL CFLR 4	EACH	21.000		=		
XX007434	P-HEM PAR M DAYLILLY 4	EACH	6.000		=		
XX007435	P-HEM B EYE DAYLILLY 4	EACH	34.000		=		
XX007436	P-HEM SUN G DAYLILLY 4	EACH	5.000		=		
XX007437	P-CAL REED GRASS 1 G	EACH	7.000		=		

FAP 567
 06-00173-00-LT (DEKALB)
 DEKALB

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 87337

ECMS002 DTGECM03 ECRM003 PAGE 5
 RUN DATE - 05/07/08
 RUN TIME - 204128

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
XX007438	P-HEUCHER FR VIOLET 4	EACH	47.000	X	=		
XX007439	P-HOSTA ELEGANS 1 GAL	EACH	1.000	X	=		
XX007440	P-HAKONEC J F GRASS 1	EACH	3.000	X	=		
XX007441	P-LIRIOPE MS LILAC 4"	EACH	16.000	X	=		
XX007442	P-SEDUM AUTUMN JOY 4"	EACH	3.000	X	=		
XX007443	P-TIARELLA SEA FOAM 4	EACH	10.000	X	=		
XX007444	WATER SUPPLY COMPLETE	L SUM	1.000	X	=		
XX007445	DECOR LIGHTS A C MATL	L SUM	1.000	X	=		
XX007446	LIGHT POLE FDN TI	EACH	18.000	X	=		
X0323927	MAINTAIN LIGHTING SYS	EACH	1.000	X	=		
X8950130	MOD EX LTG CONTROLLER	EACH	1.000	X	=		
Z0007600	BLDG REMOV	L SUM	1.000	X	=		
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000	X	=		
20201200	REM & DISP UNS MATL	CU YD	5.700	X	=		
28000250	TEMP EROS CONTR SEED	POUND	50.000	X	=		

FAP 567
 06-00173-00-LT (DEKALB)
 DEKALB

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 87337

ECMS002 DTGECM03 ECMR003 PAGE 6
 RUN DATE - 05/07/08
 RUN TIME - 204128

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
28000400	PERIMETER EROS BAR	FOOT	200.000				
28000500	INLET & PIPE PROTECT	EACH	1.000				
42400200	PC CONC SIDEWALK 5	SQ FT	1,595.000				
42400800	DETECTABLE WARNINGS	SQ FT	38.000				
44000100	PAVEMENT REM	SQ YD	52.000				
44000600	SIDEWALK REM	SQ FT	1,224.000				
550A0050	STORM SEW CL A 1 12	FOOT	4.000				
60213300	CB SPEC	EACH	1.000				
60260100	INLETS ADJUST	EACH	1.000				
60262700	INLETS RECONST	EACH	1.000				
60404805	FR & GRATES T11V	EACH	1.000				
67100100	MOBILIZATION	L SUM	1.000				
70103700	TRAF CONT COMPL	L SUM	1.000				
81012500	CON T 1 1/2 PVC	FOOT	160.000				
81018500	CON P 2 GALVS	FOOT	55.000				

FAP 567
 06-00173-00-LT (DEKALB)
 DEKALB

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 87337

ECMS002 DIGECM03 ECRM003 PAGE 7
 RUN DATE - 05/07/08
 RUN TIME - 204128

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
81028050	CON B&P CNC 1 1/2	FOOT	1,415.000	X			
81400730	HANDHOLE C CONC	EACH	3.000	X			
81702100	EC C XLP USE 1C 12	FOOT	225.000	X			
81702110	EC C XLP USE 1C 10	FOOT	5,205.000	X			
81702120	EC C XLP USE 1C 8	FOOT	2,890.000	X			
81702130	EC C XLP USE 1C 6	FOOT	2,315.000	X			
81702140	EC C XLP USE 1C 4	FOOT	6,645.000	X			
81900200	TR & BKFIL F ELECT WK	FOOT	160.000	X			
83600600	LIGHT POLE FDN T2	EACH	12.000	X			
84200500	REM EX LT UNIT SALV	EACH	21.000	X			
84200700	LIGHTING FDN REMOV	EACH	21.000	X			
87900200	DRILL EX HANDHOLE	EACH	9.000	X			
89502300	REM ELCBL FR CON	FOOT	1,775.000	X			

TOTAL \$

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

FAP 567
06-00173-00-LT (DEKALB)
DEKALB

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 87337

ECMS002 DTGECM03 ECMR003 PAGE
RUN DATE - 05/07/08
RUN TIME - 204128

8

NOTE:

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

RETURN WITH BID

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

I. GENERAL

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

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

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

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

RETURN WITH BID

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

RETURN WITH BID

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

C. Educational Loan

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

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

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

D. Bid-Rigging/Bid Rotating

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

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

RETURN WITH BID

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

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

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

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

E. International Anti-Boycott

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

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

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

F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

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

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

I. Addenda

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

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

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

M. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

NOTICE

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

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

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

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

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

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

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

CERTIFICATION STATEMENT

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

(Bidding Company)



Signature of Authorized Representative

Date

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

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

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

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

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

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

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

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

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

D. Bidders Submitting More Than One Bid

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

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

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**Form A
Financial Information &
Potential Conflicts of Interest
Disclosure**

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

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

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$102,600.00 (60% of the Governor's salary as of 7/1/07). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

FOR INDIVIDUAL (type or print information)

NAME: _____

ADDRESS _____

Type of ownership/distributable income share:

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

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

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

Yes ___ No ___

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

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) provide the name the State agency for which you are employed and your annual salary. _____

RETURN WITH BID/OFFER

- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___

- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___

- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____

- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60% of the salary of the Governor as of 7/1/07) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___

- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

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

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

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

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

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

RETURN WITH BID/OFFER

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

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

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

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Representative

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 87337
DEKALB County
Section 06-00173-00-LT (DeKalb)
Project TE-00D3(054)
Route FAP 567 (II 38)
District 3 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

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

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

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 87337
DEKALB County
Section 06-00173-00-LT (DeKalb)
Project TE-00D3(054)
Route FAP 567 (II 38)
District 3 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP)

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

(IF A CORPORATION)

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

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

Attest _____
Signature _____
Business Address _____

(IF A JOINT VENTURE)

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

Attest _____
Signature _____
Business Address _____

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



Return with Bid

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

Item No. _____

Letting Date _____

KNOW ALL MEN BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

their respective officers this _____ day of _____ A.D., _____ .

PRINCIPAL

(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,

County of _____

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

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

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

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

My commission expires _____

Notary Public

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

Electronic Bid Bond ID# _____

Company / Bidder Name _____



Signature and Title _____

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 87337
DEKALB County
Section 06-00173-00-LT (DeKalb)
Project TE-00D3(054)
Route FAP 567 (Il 38)
District 3 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., June 13, 2008. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 87337
DEKALB County
Section 06-00173-00-LT (DeKalb)
Project TE-00D3(054)
Route FAP 567 (II 38)
District 3 Construction Funds**

0.29 mile lighting and streetscape improvements along IL Route 38 including a pedestrian refuge, walkway pavers, sidewalks, monument construction and landscaping from 3rd Street to 11th Street in the city of DeKalb.

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Milton R. Sees, Secretary

BD 351 (Rev. 01/2003)

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2008

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

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

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
205 Embankment	1
251 Mulch	2
253 Planting Woody Plants	3
280 Temporary Erosion Control	5
443 Reflective Crack Control Treatment	6
502 Excavation for Structures	9
503 Concrete Structures	10
505 Steel Structures	11
540 Box Culverts	12
633 Removing and Reerecting Guardrail and Terminals	13
672 Sealing Abandoned Water Wells	14
701 Work Zone Traffic Control and Protection	15
838 Breakaway Devices	16
1004 Coarse Aggregates	17
1020 Portland Cement Concrete	18
1022 Concrete Curing Materials	20
1042 Precast Concrete Products	21
1062 Reflective Crack Control System	22
1069 Pole and Tower	24
1081 Materials for Planting	27
1083 Elastomeric Bearings	29
1102 Hot-Mix Asphalt Equipment	30

RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	<input checked="" type="checkbox"/> Additional State Requirements For Federal-Aid Construction Contracts (Eff. 2-1-69) (Rev. 1-1-07)	31
2	<input checked="" type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	33
3	<input checked="" type="checkbox"/> EEO (Eff. 7-21-78) (Rev. 11-18-80)	34
4	Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	44
5	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07)	49
6	Reserved	54
7	Reserved	55
8	Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	56
9	Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	57
10	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	60
11	Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	63
12	Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	65
13	Hot-Mix Asphalt Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 1-1-07)	69
14	Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-07)	71
15	PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	72
16	Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	74
17	Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)	75
18	PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	77
19	Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	78
20	Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)	79
21	Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)	83
22	Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	85
23	Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	87
24	Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	89
25	Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	90
26	English Substitution of Metric Bolts (Eff. 7-1-96)	91
27	English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	92
28	Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)	93
29	Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 1-1-04)	94
30	Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 1-1-04)	100
31	Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-07)	108
LRS 1	Reserved	121
LRS 2	<input type="checkbox"/> Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07)	122
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-07)	123
LRS 4	<input type="checkbox"/> Flaggers in Work Zones (Eff. 1-1-99) (Rev. 1-1-07)	124
LRS 5	<input type="checkbox"/> Contract Claims (Eff. 1-1-02) (Rev. 1-1-07)	125
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02)	126
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-03)	132
LRS 8	<input type="checkbox"/> Failure to Complete the Work on Time (Eff. 1-1-99)	138
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments (Eff. 1-1-99)	139
LRS 10	<input type="checkbox"/> Reflective Sheeting Type C (Eff. 1-1-99) (Rev. 1-1-02)	140
LRS 11	<input type="checkbox"/> Employment Practices (Eff. 1-1-99)	141
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 4-1-06)	143
LRS 13	<input type="checkbox"/> Selection of Labor (Eff. 1-1-99)	144
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-07)	145
LRS 15	<input type="checkbox"/> Partial Payments (Eff. 1-1-07)	148

TABLE OF CONTENTS
GENERAL CONDITIONS AND SPECIAL PROVISIONS

<u>Item</u>	<u>Sheet Number</u>
DESCRIPTION OF WORK	1
STAGING AND STORAGE OF MATERIALS AND EQUIPMENT	1
ADJACENT BUILDING WALLS, FOOTINGS, AND VAULTS.....	2
CONTRACT SUBLETTING-COOPERATION AMONG SUBCONTRACTORS	2
EXISTING UTILITIES AND DRAINAGE STRUCTURES LOCATIONS	3
COMPLETION DATE	3
MAINTENANCE OF ACCESS TO ADJACENT BUSINESSES	3
TRAFFIC CONTROL COMPLETE	3
REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	5
CONSTRUCTION LAYOUT	6
SHOP DRAWINGS.....	8
MONUMENT – TYPE A FOUNDATION.....	9
MONUMENT – TYPE B FOUNDATION	9
MONUMENT – TYPE C FOUNDATION	9
PRECAST COLUMN WITH PLANTER FOUNDATION.....	9
PLANTER TOWER FOUNDATION.....	9
PRECAST WALL – TYPE B FOUNDATION.....	10
PRECAST WALL – TYPE C FOUNDATION.....	10
PRECAST WALL – TYPE D FOUNDATION	10
GAZEBO FOUNDATIONS WITH SLAB-ON-GRADE.....	10
BUILDING REMOVAL	11
INCIDENTAL HOT MIX ASPHALT, 12”.....	11
CURB AND GUTTER REMOVAL AND REPLACEMENT.....	12
WATER SUPPLY COMPLETE	12
CATCH BASINS, SPECIAL	13
FRAMES AND GRATES, TYPE 11V	13
SAWCUTTING OF PAVEMENT, SIDEWALK AND CURBS	13
PLANTING WOODY PLANTS	14
PLANTING PERENNIAL PLANTS	14
SOIL PLANTING MIXTURE	14
PLANTER CURB.....	15
CONCRETE EDGE RESTRAINT.....	15
ORNAMENTAL FENCE, COMPLETE.....	16
CONCRETE PAVERS AND UNIT PAVERS.....	16
MONUMENT TYPE A, B, & C, PRECAST WALL TYPE A, B, C, & D, AND PRECAST COLUMN WITH PLANTER	18
BENCH.....	24
DECORATIVE LIGHT TYPE A	24
DECORATIVE LIGHT TYPE B AND TYPE B1	26
DECORATIVE LIGHT TYPE C	28

DEOCORATIVE LIGHT TYPES A AND C – MATERIALS ONLY..... 29
PLANTER TOWER 30
FLATTOP SEATING BOULDER – TYPE A & B 32
LANDSCAPE RESTORATION 32
GENERAL ELECTRICAL REQUIREMENTS / MAINTENANCE OF EXISTING
LIGHTING 34
LIGHT POLE FOUNDATION 37
HANDHOLE, COMPOSITE CONCRETE..... 37
CONDUIT, BORED AND PULLED, COILABLE NONMETALLIC, 1 1/2” 38
MODIFY EXISTING LIGHTING CONTROLLER..... 38
PHOTOELECTRIC CONTROL 39
REMOVE ELECTRIC CABLE FROM CONDUIT 39
REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE..... 39
ELECTRICAL WORK COMPLETE – SCENIC VISTA..... 40
ELECTRICAL WORK COMPLETE – GATEWAY MONUMENT 40

INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

<u>LR #</u>	<u>Pg #</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
LR SD 12		Slab Movement Detection Device	Nov. 11, 1984	Jan. 1, 2007
LR SD 13		Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR 102		Protests on Local Lettings	Jan. 1, 2007	
LR 105		Cooperation with Utilities	Jan. 1, 1999	Jan. 1, 2007
LR 107-2		Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-3		Disadvantaged Business Enterprise Participation	Jan. 1, 2007	
LR 107-4	47	X Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 108		Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 212		Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		Asphalt Stabilized Base Course, Plant Mix	Feb. 2, 1963	Jan. 1, 2007
LR 400-1		Bituminous Treated Earth Surface	Jan. 1, 2008	
LR 400-2		Bituminous Surface Mixture (Class B)	Jan. 1, 2008	
LR 400-3		Pavement Rehabilitation by the Heat-Scarify-Overlay Method	Jan. 1, 2008	
LR 402		Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-2		Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406		Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420		PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		Pipe Culverts, Type _____ (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663		Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702		Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1004		Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1013		Rock Salt (Sodium Chloride)	Aug. 1, 1969	Jan. 1, 2002
LR 1032-1		Penetrating Emulsions	Jan. 1, 2007	Feb. 1, 2007
LR 1032-2		Multigrade Cold Mix Asphalt	Jan. 1, 2007	Feb. 1, 2007
LR 1102		Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

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

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

<u>File Name</u>	<u>Pg#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80186		Alkali-Silica Reaction for Cast-in-Place Concrete	Aug. 1, 2007	
80108		Asbestos Bearing Pad Removal	Nov. 1, 2003	
72541		Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	June 1, 1989	Jan. 2, 2007
80192		Automated Flagger Assistance Device	Jan. 1, 2008	
80173		Bituminous Materials Cost Adjustments	Nov. 2, 2006	Jan. 2, 2007
50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50531		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Jan. 1, 2007
80166	48	X Cement	Jan. 1, 2007	Nov. 1, 2007
* 80198		Completion Date (via calendar days)	April 1, 2008	
* 80199		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80193		Concrete Barrier	Jan. 1, 2008	
80177		Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
80029	51	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2007
80178	59	X Dowel Bars	April 1, 2007	Jan. 1, 2008
80167		Electrical Service Installation – Traffic Signals	Jan. 1, 2007	
80190		Engineer's Field Office (Long Distance Bill)	Nov. 1, 2007	
80179		Engineer's Field Office Type A	April 1, 2007	
80175		Epoxy Pavement Markings	Jan. 1, 2007	
80189	60	X Equipment Rental Rates	Aug. 2, 2007	Jan. 2, 2008
80180	62	X Erosion and Sediment Control Deficiency Deduction	April 1, 2007	
80169		High Tension Cable Median Barrier	Jan. 1, 2007	
80194		HMA – Hauling on Partially Completed Full-Depth Pavement	Jan. 1, 2008	
* 80181	63	X Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	April 1, 2007	April 1, 2008
* 80201	65	X Hot Mix Asphalt – Plant Test Frequency	April 1, 2008	
* 80202	67	X Hot Mix Asphalt - Transportation	April 1, 2008	
80136		Hot-Mix Asphalt Mixture IL-4.75	Nov. 1, 2004	Jan. 1, 2008
80195		Hot-Mix Asphalt Mixture IL-9.5L	Jan. 1, 2008	
80109		Impact Attenuators	Nov. 1, 2003	Jan. 1, 2007
80110		Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
80196		Mast Arm Assembly and Pole	Jan. 1, 2008	
80045		Material Transfer Device	June 15, 1999	Jan. 1, 2007
80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2007
80082		Multilane Pavement Patching	Nov. 1, 2002	
80129		Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
80182		Notification of Reduced Width	April 1, 2007	
80069		Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2008
80022	68	X Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80134		Plastic Blockouts for Guardrail	Nov. 1, 2004	Jan. 1, 2007
80119		Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2007
80170	70	X Portland Cement Concrete Plants	Jan. 1, 2007	
80171		Precast Handling Holes	Jan. 1, 2007	

<u>File Name</u>	<u>Pg#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80015		Public Convenience and Safety	Jan. 1, 2000	
34261		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157		Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80172	72	X Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Aug. 1, 2007
80183	78	X Reflective Sheeting on Channelizing Devices	April 1, 2007	
80151	79	X Reinforcement Bars	Nov. 1, 2005	Jan. 2, 2008
80164		Removal and Disposal of Regulated Substances	Aug. 1, 2006	Jan. 1, 2007
80184		Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	April 1, 2007	
80131		Seeding	July 1, 2004	Aug. 1, 2007
80152	81	X Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2007
80132		Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
80197	86	X Silt Filter Fence	Jan. 1, 2008	
80127		Steel Cost Adjustment	April 2, 2004	April 1, 2007
80203		Steel Inserts and Brackets Cast into Concrete	April 1, 2008	
80153		Steel Plate Beam Guardrail	Nov. 1, 2005	Aug. 1, 2007
80191		Stone Gradation Testing	Nov. 1, 2007	
80143	87	X Subcontractor Mobilization Payments	April 2, 2005	
80075		Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80087	88	X Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2008
80176		Thermoplastic Pavement Markings	Jan. 1, 2007	
80161		Traffic Signal Grounding	April 1, 2006	Jan. 1, 2007
20338		Training Special Provisions	Oct. 15, 1975	
80185		Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	April 1, 2007	
80162		Uninterruptable Power Supply (UPS)	April 1, 2006	Jan. 1, 2007
80149		Variable Spaced Tining	Aug. 1, 2005	Jan. 1, 2007
80163		Water Blaster with Vacuum Recovery	April 1, 2006	Jan. 1, 2007
80071		Working Days	Jan. 1, 2002	
80204		Woven Wire Fence	April 1, 2008	

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

80187 Legal Requirements to be Observed

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

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

GENERAL CONDITIONS

The "Standard Specifications for Road and Bridge Construction" prepared by the Department of Transportation of the State of Illinois and adopted by said Department on January 1, 2007, and the Supplemental Specifications prepared by the Department of Transportation of the State of Illinois and adopted on January 1, 2008, by said Department to supplement the "Standard Specifications for Road and Bridge Construction", shall govern the bidding and construction of the proposed improvement. All references herein to IDOT refer to the Illinois Department of Transportation.

DESCRIPTION OF WORK

The work includes construction of lighting and streetscape elements between the 300 block and 11th Street along IL 38 (E. Lincoln Highway) in DeKalb, IL. Street and pedestrian light poles and foundations will be constructed between 4th Street and 8th Street, a new wayside scenic vista will be constructed between two existing buildings in in the 300-block, Two curb bump-outs will be constructed along the side of E. Lincoln Highway, including pavers and landscape elements. Pavers and landscaping will be constructed at the intersection of 6th Street and E. Lincoln Highway. A landscaped wayside and historic monument marker will be constructed at the corner of 10th Street and E. Lincoln Highway. A wayside information gazebo plaza will be constructed in the existing park at the corner of 11th Street and E. Lincoln Highway. Construction elements will include electrical service and lighting, directional boring, precast concrete walls and monuments, landscaping, concrete pavers, concrete foundations and slabs, metal fence, one water service, minor storm sewer work, removal and reconstruction of small sections of curb and gutter and concrete sidewalk.

Style, type and grade of all materials used for construction shall be approved by the City of DeKalb Engineering Services Division or the City of DeKalb Water Resources Division as appropriate, prior to ordering or placing any materials.

The following Special Provisions supplement the said specifications and, in case of conflict with any part or parts of said specifications, these Special Provisions shall take precedence and shall govern.

STAGING AND STORAGE OF MATERIALS AND EQUIPMENT

The Contractor shall not utilize any area outside the limits of the Downtown Wayside / Scenic Vista property for staging or storage of construction materials and equipment without prior written approval from the City of DeKalb and or IDOT as appropriate. It is anticipated that the Contractor will secure approval from the City of DeKalb and IDOT in order to stage and or store construction materials and equipment on the sidewalk in front of the Downtown Wayside / Scenic Vista, in the parking spaces along the south side of E.

Lincoln Highway (IL 38) approximately in front of the Downtown Wayside / Scenic Vista, and/or in a portion of the City lot south of IL 38 and west of S. Fourth Street. It is anticipated the City will have a staging area available on their property at a vacant lot on the east side of N. 7th Street directly north of the railroad tracks. Other staging locations must be coordinated and approved by the City of DeKalb and or IDOT as appropriate.

The Contractor shall coordinate with the City of DeKalb for location of Contractor restroom facilities.

No construction activities may be conducted south of the proposed Downtown Wayside / Scenic Vista fence without the Contractor first obtaining any required permits, insurance, and/or right-of-entry from the railroad if encroachment on railroad right-of-way is deemed necessary by the Contractor.

The Contractor is responsible to maintain any staging and storages areas, and work zone in a neat and orderly condition.

ADJACENT BUILDING WALLS, FOOTINGS, AND VAULTS

The Contractor must not interfere with adjacent building walls nor undercut or excavate any adjacent wall footings that extend into the City building site for the Downtown Wayside / Scenic Vista on the south side of the 300-Block of E. Lincoln Highway. Additionally, the Contractor shall exercise caution while excavating or working near the south side of the curb and sidewalk on the south side of E. Lincoln Highway between 5th Street and 6th Street. An existing vault extends from the visible building face beneath the sidewalk east of 5th Street. The vault does not appear to extend all the way to the back of curb. The vault must not be disturbed during construction. Other vaults may exist beneath portions of existing sidewalk. The Contractor shall coordinate excavation activities with the City of DeKalb Engineering Services Division, Office of the City Engineer, Mr. Joel Maurer, PE, 223 South Fourth Street, DeKalb, Illinois 60115, Phone: 815-748-2030, Fax: 815-748-2025, or such parties as the City of DeKalb may designate.

CONTRACT SUBLETTING-COOPERATION AMONG SUBCONTRACTORS

Any building trades subcontractors (electrical, plumbing, HVAC) must be licensed and bonded to do work in the City of DeKalb. The City of DeKalb shall reserve the right to approve any subcontractors prior to subcontractors performing work on this project.

It shall be the obligation of the Contractor to ensure full cooperation among the subcontractors doing work on the project.

EXISTING UTILITIES AND DRAINAGE STRUCTURES LOCATIONS

The plans may or may not show existing utilities and drainage structures lying within the limits of the work under this contract such as gas and water mains; sewers; inlets; buffalo boxes; cablevision facilities and power line and poles. The City of DeKalb does not guarantee the completeness or accuracy of the information shown or not shown on the plans regarding these utilities. The Contractor shall make his own investigation to verify or determine the existence, nature and location of all utilities on the site that may interfere with construction before starting his operations. The Contractor shall report to the Engineer any omissions or differences in location from that shown on the plans. Care should be taken while working near these utilities to prevent their damage. The Contractor is responsible to contact J.U.L.I.E. prior to any excavation.

COMPLETION DATE

A completion date in accordance with Article 108 of the Standard Specifications, and as specifically defined in Article 108.05 (a), will be utilized for this project. All work included in this contract, including removal of all traffic control devices and completion of the punch list, shall be completed by 3:30 PM local time on Saturday, May 30, 2009.

MAINTENANCE OF ACCESS TO ADJACENT BUSINESSES

The Contractor shall coordinate his activities such that access is maintained to all adjacent commercial/industrial properties during all phases of construction. If necessary construction precludes such access at any time, then the Contractor must coordinate with the affected businesses and the City of DeKalb prior to commencement of those activities. No contractor vehicles, equipment, or material may remain parked along E. Lincoln Highway east of 4th Street after normal workday hours.

SPECIAL PROVISIONS**TRAFFIC CONTROL COMPLETE**

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

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control.

Standards:

701606-05 701701-05 701801-03 701901

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to existing warning signs and guide signs during all construction operations. Warning signs and existing guide signs with arrows shall be kept consistent with the placement of work zone traffic control items at all times. The Contractor shall immediately remove or completely cover all signs that are inconsistent with lane assignment patterns.

When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished, installed, or maintained by Contractor under this contract. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor will notify the Engineer in writing 14 calendar days prior to any activities that will disrupt normal traffic flow; this will include lane closures, sidewalk closures, or activities at or near intersections.

Maintenance of Temporary Traffic Control Devices: At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who will be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance will be accomplished by a subcontractor, consent shall be requested of the Engineer in accordance with Article 108.01 of the Standard Specifications. This shall not relieve the Contractor of the foregoing requirements for a responsible individual in his direct employ. Said individual shall be available 24 hours per day.

Seventy two (72) hours prior to construction on State right-of-way, the Contractor shall contact the City Engineer, (815) 748-2030, and the IDOT Bureau of Operations, (815) 434-8511 or fax (815) 434-6998, with a contact person that can be reached 24/7 to correct traffic control deficiencies.

The Contractor is required to conduct routine inspections of the work site at a frequency that will allow for the prompt replacement of any traffic control device that has become worn or damaged to the extent that it no longer conforms to the shape, dimension, color and operational requirements of the MUTCD, and the Traffic Control Standards, or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement. If, in the opinion of the Engineer, the traffic control devices are not acceptable in appearance they shall be repaired or replaced, upon notice from the Engineer, to his satisfaction within 24 hours.

Signs: No additional bracing shall be allowed on post-mounted signs.

Post-mounted signs shall be installed using standard 720001, 720011, 728001, 729001, and on 4"X4" wood posts, or on any other "break away" connection if accepted by the FHWA and corresponding letter is provided to the resident.

Road Closure: No road closure will be allowed at any time during construction.

The Contractor shall install construction traffic control devices in locations where they do not block or impede other existing traffic control devices, or sidewalks for pedestrians, disabled persons, or bicyclists.

Method of Measurement: This work will be measured for payment as lump sum. Standard Highway warning and regulatory signs are to be used during the various stages of construction and will not be measured for payment separately, but shall be considered included in the pay item TRAFFIC CONTROL COMPLETE which is covered by this Special Provision.

Basis of Payment: This work will be paid for at the contract unit price per lump sum for TRAFFIC CONTROL COMPLETE for which said price shall include all labor and material to complete the work as described herein and per the approved traffic control plan. The said price shall also include the cost of reinstallation of any existing signs which may have been removed by the Contractor because of conflicts.

REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

This work shall consist of removal and disposal of existing soil or rock at the existing and proposed light pole foundation locations specifically identified on the plans as requiring REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL. The majority of the existing light pole foundations to be removed and the proposed light poles to be

constructed do not require special procedures. The soil at the locations identified as requiring REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL has been identified as potentially containing non-hazardous petroleum impacted soil. The contractor shall be responsible to provide appropriate protection for workers and the public while performing any excavation at the identified locations. The contractor shall properly dispose of excavated materials from the locations identified for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL at a permitted and accepting landfill. The excavation and disturbance of existing soil performed at the locations specified for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL shall be kept to the minimum required for removal of only the amount of existing foundation material required or the minimum required to construct the new foundation, as appropriate.

Method of Measurement: Measurement for this work will be per cubic yard of unsuitable material removed and properly disposed.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL, which price shall include all labor, material, and equipment, for protection, excavation, transportation, and proper disposal. No additional compensation shall be allowed.

CONSTRUCTION LAYOUT

The Contractor shall be required to furnish and place construction layout stakes for this project. The Local Agency will provide adequate reference points to the centerline of survey and bench marks as shown in the plans and listed herein. Any additional control points set by the Local Agency will be identified in the field to the Contractor and all field notes will be kept in the office of the Resident Engineer.

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

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Local Agency Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimensions, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and bench marks and shall have them reset at

his/her expense when any are damaged, lost, displaced, or removed or otherwise obliterated.

Responsibility of the Local Agency.

- (a) The Local Agency will locate and reference the centerline of all roads and streets except interchange ramps. The centerline of private entrances and short street intersection returns may not be located or referenced by the Local Agency.

Locating and referencing the centerline of survey will consist of establishing and referencing the control points of the centerline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.

- (b) Bench marks will be established along the project outside of construction lines not exceeding 300 m (1,000 ft.) intervals horizontally and 6 m (20 ft.) vertically.
- (c) Stakes set for (a) and (b) above will be identified in the field to the Contractor.
- (d) The Local Agency will make random checks of the Contractor's staking to determine if the work is in conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- (e) The Local Agency will set all stakes for utility adjustments and for building fences along the right of way line by parties other than the Contractor.
- (f) The Local Agency will make all measurements and take all cross sections from which the various pay items will be measured.
- (g) Where the Contractor, in setting construction stakes, discovers discrepancies, the Local Agency will check to determine their nature and make whatever revisions are necessary in the plans, including the recross sectioning of the area involved. Any additional restaking required by the Engineer will be the responsibility of the Contractor. The additional restaking done by the Contractor will be paid for according to 109.04 of the Standard Specifications.

The Local Agency will accept responsibility for the accuracy of the initial control points as provided herein.

- (h) It is not the responsibility of the Local Agency, except as provided herein, to check the correctness of the Contractor's stakes; any errors apparent will be immediately called to the Contractor's attention and s(he) shall be required to make the necessary correction before the stakes are used for construction purposes.

- (j) Where the plan quantities for excavation are to be used as the final pay quantities, the Local Agency will make sufficient checks to determine if the work has been completed in conformance with the plan cross sections.

Responsibility of the Contractor.

- (a) The Contractor shall establish from the given survey points and bench marks all the control points necessary to construct the individual project elements. S(he) shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and or/filed or etched marks in substantially completed construction work. It is the Contractor's responsibility to tie in centerline control points in order to preserve them during construction operations.
- (b) At the completion of the grading operations, the Contractor shall set stakes at 25 100 ft. Station intervals along each profile grade line. These stakes will be used for final cross sectioning by the Local Agency.
- (c) The Contractor shall locate the right of way points for the installation of right of way markers. The Contractor shall set all line stakes for the construction of fences by the Contractor.
- (d) All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Local Agency at the completion of the project. Further, the Contractor shall supply survey notes to the Local Agency on a daily basis, on those days when survey work is conducted. All notes shall be neat, orderly and in accepted form.
- (e) For highway structure staking, the Contractor shall use diligent care and appropriate accuracy. Points shall be positioned to allow reuse throughout the construction process. Prior to the beginning of construction activities, all structure centerlines and pier lines are to be established by the Contractor and checked by the Engineer. The Contractor shall provide a detailed structure layout drawing showing span dimensions, staking lines and offset distances.

Measurement and Payment. This item will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT.

SHOP DRAWINGS

Shop drawings will be required for the reinforcement bars for the following Pay Items:

MONUMENT – TYPE A FOUNDATION
MONUMENT – TYPE B FOUNDATION
MONUMENT – TYPE C FOUNDATION
PRECAST COLUMN WITH PLANTER FOUNDATION
PLANTER TOWER FOUNDATION
PRECAST WALL – TYPE B FOUNDATION
PRECAST WALL – TYPE C FOUNDATION
PRECAST WALL – TYPE D FOUNDATION

The Contractor (or his fabricator) shall submit two (2) sets of shop drawings to the Owner's Representative for review. One set of drawings will be returned to the Contractor for needed corrections or changes. Once all corrections and changes have been made, the Contractor (or his fabricator) shall furnish nine (9) clean sets of the shop drawings to the Owner's Representative for distribution.

Distribution List

- 1 copy to Illinois Department of Transportation – District 3 Field Engineer
- 1 copy to Fabricator
- 2 copies to Local Agency
- 2 copies to Contractor
- 2 copies to Owner's Representative – 1 copy for office, 1 copy for field
- 1 copy to Illinois Department of Transportation – Engineer of Materials

Any cost incurred as a result of complying with these requirements will not be measured for payment. Such costs shall be included in the unit price of the pay item involved.

MONUMENT – TYPE A FOUNDATION
MONUMENT – TYPE B FOUNDATION
MONUMENT – TYPE C FOUNDATION
PRECAST COLUMN WITH PLANTER FOUNDATION
PLANTER TOWER FOUNDATION

This work shall consist of constructing a concrete foundation of the size, type and configuration indicated in the Plans. Excavation and backfilling of each foundation type shall be performed in accordance with applicable portions of Section 502 of the Standard Specifications. The foundation shall be constructed in accordance with applicable portions of Section 503 of the Standard Specifications. Class SI concrete shall be used for all foundation types. Furnishing and placing reinforcement bars shall be in accordance with applicable portions of Section 508 of the Standard Specifications. All reinforcement bars shall be epoxy coated.

Anchors or pins connecting the Monuments, Precast Column with Planters, and Planter Towers to the cast in-place foundation shall be designed and provided by the

manufacturers. The anchors and pins shall be installed per the manufacturer's recommendations by the contractor installing the foundation. These anchors or pins shall be delivered to the site prior to constructing any portion of the foundation.

This work will not be measured for payment, but will be paid at the contract unit price per each for the type of **FOUNDATION** specified. The cost for excavation, backfilling, and reinforcement bars shall be included in the contract unit price of the **FOUNDATION** specified.

PRECAST WALL – TYPE B FOUNDATION
PRECAST WALL – TYPE C FOUNDATION
PRECAST WALL – TYPE D FOUNDATION

This work shall consist of constructing a concrete foundation of the size, type and configuration indicated in the Plans. Excavation and backfilling of each foundation type shall be performed in accordance with applicable portions of Section 502 of the Standard Specifications. The foundation shall be constructed in accordance with applicable portions of Section 503 of the Standard Specifications. Class SI concrete shall be used for all foundation types. Furnishing and placing reinforcement bars shall be in accordance with applicable portions of Section 508 of the Standard Specifications. All reinforcement bars shall be epoxy coated.

Anchors or pins connecting the Precast Wall to the cast in-place foundation shall be designed and provided by the Precast Wall Manufacturer. The anchors and pins shall be installed per the manufacturer's recommendations by the contractor installing the foundation. These anchors or pins shall be delivered to the site prior to constructing any portion of the foundation.

This work will be measured for payment in feet along the center of the foundation footing (not the foundation wall) for the type of **FOUNDATION** specified.

This work will be paid for at the contract unit price per foot of the type of **FOUNDATION** specified. The cost for excavation, backfilling and reinforcement bars shall be included in the contract unit price of the **FOUNDATION** specified.

GAZEBO FOUNDATIONS WITH SLAB-ON-GRADE

This work shall consist of constructing individual footings of the size, type and configuration indicated in the Plans for the gazebo. This work shall also consist of constructing a slab-on-grade pavement for the gazebo. The gazebo will be constructed by others and will not be part of this contract. The excavation and backfilling of the individual footings and the slab-on-grade pavement shall be performed in accordance with applicable portions of Section 502 of the Standard Specifications. The individual footing and the slab-on-grade pavement shall be constructed in accordance with

applicable portions of Section 503 of the Standard Specifications. Class SI concrete shall be used for the individual footings and the slab-on-grade pavement. Furnishing and placing reinforcement bars shall be in accordance with applicable portions of Section 508 of the Standard Specifications. All reinforcement bars shall be epoxy coated.

This work will not be measured for payment, but will be paid for at the lump sum price for **GAZEBO FOUNDATIONS WITH SLAB-ON-GRADE**. The cost for excavation, backfilling, wire mesh, and reinforcement bars shall be included in the contract price of **GAZEBO FOUNDATIONS WITH SLAB-ON-GRADE**.

BUILDING REMOVAL

This work shall consist of the removal and satisfactory disposal of the existing gazebo structure generally located at the northwest corner of the intersection of 11th Street and Lincoln Highway. The entire structure shall be removed to a point at least two feet below the elevation of prepared subgrade material below the proposed gazebo. However, if portions of the existing gazebo extend below this elevation and will conflict with the construction of the new gazebo, then the additional removal will be required to avoid such interference. Incidental to this work shall be the removal and disposal of existing steps, paths or sidewalks required to accommodate the new construction.

Plans for the existing gazebo are not available. The Contractor is solely responsible for his construction means and methods, and the adequacy of his methods for the type of construction encountered.

Basis of Payment: Removal work shall be performed in accordance with the applicable portions of Section 501 of the Standard Specifications, and shall be paid for at the contract lump sum price bid for BUILDING REMOVAL.

INCIDENTAL HOT MIX ASPHALT, 12"

This work shall consist constructing hot mix asphalt pavement in accordance with the applicable portions of Sections 407 and 408 on a prepared base 12' Aggregate Base Course, Type A at the locations specified on the plans for pavement removal adjacent to new curb and gutter sections.

Excavation, furnishing, placing and compacting Aggregate Base Course, Type A, 12" are incidental to this item.

Method of Measurement: Measurement for this work will be per square yard in place.

Basis of Payment: This work will be paid for at the contract unit price per square yard for INCIDENTAL HOT MIX ASPHALT, 12".

CURB AND GUTTER REMOVAL AND REPLACEMENT

This work shall consist of removal and replacement of the existing concrete curb and gutter at the locations specified on the plans in accordance with the applicable portions of Sections 440 and 606. Incidental to this work is furnishing, placement, and compaction of Aggregate Base Course, type A, 6" beneath and 6" beyond the back of new B-6.12 Combination Concrete Curb and Gutter as indicated on the plans and details.

Method of Measurement: This work will be measured per foot along the face of new curb.

Basis of Payment: This work shall be paid for at the contract unit price per foot for CURB AND GUTTER REMOVAL AND REPLACEMENT.

WATER SUPPLY COMPLETE

This item shall consist of all labor, equipment, and materials necessary to install a new locking yard hydrant at the location shown on the plans and connect the new yard hydrant to the existing buffalo box in the sidewalk approximately in front of the Downtown Wayside / Scenic Vista. This work also includes the excavation, installation, and backfill of a new ¾-inch copper service between the existing buffalo box and the new yard hydrant. Materials include the locking yard hydrant, the ¾-inch copper service line, all necessary connections and fittings, and backfill material.

The contractor is hereby made aware that the water service will need to cross a shallow buried concrete block vault wall within approximately six (6) feet south of the south edge of the sidewalk as incidental to construction of the water service line. The vault is vacated at this location, but portions of the wall still exist. Crossing or penetrating this wall is considered incidental to this item and no additional compensation will be allowed.

The plumbing Contractor or any subcontractors must be licensed and bonded to do work in the City of DeKalb. Plumbing inspections will be required through the City of DeKalb Community Development Department, following submission of a building permit application.

Method of Measurement: This work will not be measured for payment, but will be considered on a lump sum basis.

Basis of Payment: This work shall be paid for at the contract lump sum for WATER SUPPLY COMPLETE, and shall be considered full compensation for all labor, equipment, materials, and items incidental and necessary for completion of this item.

CATCH BASINS, SPECIAL

This work shall consist of constructing new concrete catch basins at the locations shown on the plans. All work shall conform to the applicable portions of Section 602 of the Standard Specifications, omitting Articles 602.05 and 602.06, and the details and notes shown on the plans.

Method of Measurement: Measurement for this work will be per each of CATCH BASINS, SPECIAL.

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

FRAMES AND GRATES, TYPE 11V

This work shall consist of furnishing and installing frames and grates at the location shown on the plans in accordance with Section 604 of the Standard Specifications, Highway Standard 604056-02, and the details and notes shown on the plans.

Method of Measurement: Measurement for this work will be per each.

Basis of Payment: This work will be paid for at the contract unit price per each for FRAMES AND GRATES TYPE 11V.

SAWCUTTING OF PAVEMENT, SIDEWALK AND CURBS

This work shall consist of sawing existing pavement, sidewalk, or concrete curb to such a depth that when the pavement, sidewalk, or concrete curb is removed, a clean, neat edge will result, with no spalling of the remaining pavement or concrete. Saw cutting shall be performed at all locations where pavement, curb, or sidewalk is to be removed and replaced. **Note that all of pavement, sidewalk, or curb to be removed on the south side of E. Lincoln Highway (IL 38) from near Station 9+20, RT (at the southeast corner of the 5th Street intersection) to near Station 11+05 (near the west side of the Post Office) shall be sawn to full depth.** Portions of the existing vault or vaults beneath the sidewalk on the south side of the roadway at this location are occupied building space and must not be damaged during demolition or construction.

If, when final paving is about to be constructed the previously sawn pavement or concrete edge is no longer clean and neat, then the edge must be sawn again prior to final paving or concrete casting. This item shall be considered incidental to construction and no further compensation will be allowed.

PLANTING WOODY PLANTS

The work shall be in accordance with the plans, Section 253 of the Standard Specifications and as hereinafter provided.

Article 253.11 Mulch Cover shall be replaced with Article 254.08 Mulching of Section 254 of the Standard Specifications. Article 254.08 shall be modified to apply 3" instead of 2" of mulch. The entire planting bed shall be mulched.

PLANTING PERENNIAL PLANTS

The work shall be in accordance with the plans, Section 254 of the Standard Specifications and as hereinafter provided.

Article 254.08 Mulch Cover shall be modified to apply 3" instead of 2" of mulch. The entire planting bed shall be mulched.

SOIL PLANTING MIXTURE

This work shall consist of furnishing, excavating existing material and placing the soil for the landscape beds in the location and manner specified in the plans and the pertinent provisions of Section 211 of the Standard Specifications.

Materials: The SOIL PLANTING MIXTURE shall consist of topsoil with soil amendments and fertilizers in the following quantities: a 1:3 ratio of loose compost to topsoil by volume and fertilizer at levels for trees, shrubs and perennial plants as recommended by soil analysis. Contractor to provide soil analysis.

Installation: Remove compacted base from within 6 inches of curbs and pavement of planting beds to a minimum depth of 18-inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter. Thoroughly blend planting soil mix off-site before spreading. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet. Loosen subgrade of planting bed. Spread approximately one-third the thickness of planting soil mix over loosened subgrade. Mix thoroughly into top 6 inches of subgrade. Spread planting soil mix, in maximum of 6 inch lifts, to a depth shown in plans but not less than required to meet finish grades after natural settlement. Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

Method of Measurement: The SOIL PLANTING MIXTURE will be measured for payment in cubic yard acceptably completed.

Basis of Payment: The work will be paid for at the contract unit price per cubic yard for

SOIL PLANTING MIXTURE. Payment is full compensation for furnishing and placing all materials, including excavation, disposal, hauling, placing, edging, grading; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

PLANTER CURB

This work shall consist of constructing the planter curb as show on the plans and in accordance with the pertinent provisions of Section 606 of the Standard Specifications. The work shall include all formwork, steel reinforcement, crushed aggregate base course, and concrete finishing. This item includes furnishing all necessary materials and such as necessary or incidental there-to, to complete the item in accordance with the plans, specifications and contract.

Materials: The material furnished and used in the work shall conform to Section 606.

Construction Requirements: Construction methods for constructing the planter curb shall conform to Section 606. Article 606.11 is deleted. The curb shall have a rubbed finish in accordance with Article 503.15(b) of Section 503 of the Standard Specifications.

Method of Measurement: The planter curb shall be measured per linear foot of curb in place at the face of curb and approved in accordance with the terms of the contract, as shown on the plans or as altered by order of the Engineer.

Basis of Payment: The PLANTER CURB will be paid for at the contract unit price per linear foot of PLANTER CURB, which price shall be full compensation for furnishing and placing all materials including excavation, disposal, hauling, crushed aggregate base, formwork, steel reinforcement, sealing, finishing and for all labor, tools, equipment and incidentals necessary to complete this item of work.

CONCRETE EDGE RESTRAINT

This work shall consist of constructing the concrete edge restraint as show on the plans and in accordance with the pertinent provisions of Section 424 of the Standard Specifications. The work shall include all formwork, crushed aggregate base course, and concrete finishing. This item includes furnishing all necessary materials and such as necessary or incidental there-to, to complete the item in accordance with the plans, specifications and contract.

Materials: The material furnished and used in the work shall conform to Section 424.

Construction Requirements: Construction methods for constructing the concrete edge restraint shall conform to Section 424.

Method of Measurement: The concrete edge restraint shall be measured per linear foot of edging in place at the outside face of edge and approved in accordance with the terms of the contract, as shown on the plans or as altered by order of the Engineer.

Basis of Payment: The CONCRETE EDGE RESTRAINT will be paid for at the contract unit price per linear foot of CONCRETE EDGE RESTRAINT, which price shall be full compensation for furnishing and placing all materials including excavation, disposal, hauling, crushed aggregate base, formwork, sealing, finishing and for all labor, tools, equipment and incidentals necessary to complete this item of work.

ORNAMENTAL FENCE, COMPLETE

This work shall consist of furnishing and installing fence and fence post at the locations shown on the plans, or as directed by the engineer.

Materials:

- (a) Fence- Aegis Plus Majestic, 6' tall 3-Rail x 8' nominal length panel as manufactured by Ameristar, 1555 N. Mingo, Tulsa, OK, 74116, 1-800-321-8724 or approved equal.
- (b) The concrete fence collar shall be per the pertinent provisions of section 1020 of the standard specifications.

Installation: Set posts in a vertical position at the location and alignment as shown on plan per manufacturer's recommendations.

Method of Measurement: The fence shall be measured in linear foot acceptably completed.

Basis of Payment: The fence will be paid for at the contract unit price per linear foot of fence. Payment is full compensation for furnishing and placing all materials including delivery, hauling, placing, finishing, concrete bases, fence, and for all labor, tools, equipment and incidentals necessary to complete this item of work.

CONCRETE PAVERS AND UNIT PAVERS

This work shall consist of furnishing and installing aggregate base, concrete base, thickened edge, reinforcement bars, sand setting bed, filter fabric, pavers, joint sand and sealer as shown on the plans, and hereinafter provided.

Materials:

- (a) Concrete Pavers shall be 8 x 8 Umbriano pavers as manufactured by Unilock, 310 East Sullivan Road, Aurora, IL 60504, ph.# (800)-UNILOCK or approved equal. Provide Engineer with samples of each type of paver for verification and approval.

Type 1 Paver: 8" x 8" x 2-3/4" in Autumn Sunset.

Type 2 Paver: 8" x 8" x 2-3/4" in Winter Marvel.

- (b) Unit Pavers shall be clay City Line Pavers as manufactured by The Belden Company, P.O. Box 20910, Canton, OH 44701-0910, ph.# (330)-456-0031 or approved equal. Provide Engineer with samples of each type of paver for verification and approval.

Type 1 Paver: 4" x 8" x 2-1/4" in Admiral Full Range.

- (c) Aggregate base course shall be in accordance with Section 351 of the Standard Specifications
- (d) Concrete base shall be as shown on the plans and per the pertinent provision of section 424 of the standard specifications.
- (e) Sand Setting Bed shall be natural sand or sand manufactured from crushed rock and conforms to the grading requirements of ASTM C 33 as shown below.

SAND SETTING BED
GRADING REQUIREMENTS

ASTM C 33	
Sieve Size	Percent Passing
9.5 mm	100
4.75 mm	95 to 100
2.36 mm	85 to 100
1.18 mm	50 to 85
600 µm	25 to 60
300 µm	10 to 30
150 µm	2 to 10

- (f) Joint Sand shall be clean, non-plastic, and free from deleterious or foreign matter. The sand shall be natural or manufactured from crushed rock and shall conform to the grading requirements of ASTM C 144 as shown below:

JOINT SAND
GRADING REQUIREMENTS

ASTM C 144		
	Natural Sand	Manufactured Sand
Sieve Size	Percent Passing	Percent Passing
4.75 mm	100	100
2.36 mm	95 - 100	95 to 100
1.18 mm	70 - 100	70 to 100
600 µm	40 - 75	40 to 75
300 µm	10 - 35	20 to 40
150 µm	2 - 15	10 to 25
75 µm	0	0 to 10

- (g) Filter Fabric shall be per the pertinent sections of 1080. The fabric shall have a maximum apparent opening size of 300 μm .
- (h) Sealer shall be Surebond Joint Stabilizing Sealer or approved equal.

Installation: Install a 5 ft. x 5 ft. mock-up paver area to illustrate joint sizes, lines, pattern(s), color(s) and texture of the project both concrete pavers and unit pavers. Include concrete paver types 1 and 2 in concrete paver mock-up. Approval of mock up is required prior to completing this work. Failure to receive mock up approval may result in rejection of work. The approved mock-up shall be the standard from which the work will be judged and approved by the engineer.

Install filter fabric over concrete surface and wrap up edges one inch. Spread sand setting bed evenly over the concrete and screed. Set pavers high enough to allow for settling that will occur during final compaction. The screeded setting bed shall not be disturbed. Place sufficient setting bed in order to stay ahead of the laid pavers. Do not use setting bed course to fill depressions in the base surface. Pavers shall be free of foreign material before installation. Inspect pavers for color distribution and replace all chipped, damaged or discolored pavers. Lay the pavers in the patterns as shown on the drawings and make adjustments allow for whole paver use as often as possible. Maintain straight pattern lines. Joints between the pavers shall be between 1/16 inch and 5/32 inch wide. Pavers shall be cut with a double blade paver splitter or masonry saw.

Sweep the paver surface clean of all debris before compacting, in order to avoid damage from point loads. Use low amplitude, high frequency plate compactor with compactive effort of 3000 pounds to compact the pavers into the sand setting bed. Compact the pavers and sweep dry joint sand into the joints according to manufacturer's recommendations. All work to within 3 ft. (1 m) of the laying face must be left fully compacted with sand-filled joints at the completion of each day. The surface elevation of pavers shall be 1/8 to 1/4 in. (3 to 6 mm) above adjacent drainage inlets, concrete collars or channels.

Seal pavers per sealer manufacturer's recommendation.

Method of Measurement: The concrete unit pavers and unit pavers will be measured for payment in square feet of surface area acceptably completed.

Basis of Payment: This work will be paid for at the contract unit price per square foot of CONCRETE PAVERS and UNIT PAVERS. Payment is full compensation for furnishing all materials, including aggregate base, concrete base, reinforcement bars, pavers, filter fabric, sand setting bed, joint sand and sealer, delivering, installing, placing, pavers, finishing, and for all labor, equipment, tools and incidentals necessary to complete this item of work.

**MONUMENT TYPE A, B, & C, PRECAST WALL TYPE A, B, C, & D, AND
PRECAST COLUMN WITH PLANTER**

This work shall consist of furnishing and installing the Monuments, Precast Walls and Precast Columns as shown on the plans, complete in place at the location as designated on the plans, per pertinent sections of Section 1042, or as directed by the Engineer. It shall include furnishing all necessary materials including precast concrete, reinforcing bar, jointing, metalwork, bronze medallion, recessed sign panel, planter, installation, and such necessary or incidental there-to, to complete the item in accordance with the plans, specifications and contract. Concrete footings are covered under a separate bid item.

Materials:

The precast concrete items shall be manufactured by a single manufacturer using the following materials and as shown on the details. Precast concrete producer shall demonstrate adherence to the standards set forth in the National Pre-cast Concrete Association Quality Control Manual. Pre-cast concrete producer shall meet requirements written in subparagraph 1 or 2

- i. NPCA Certification - The precast concrete producer shall be certified by the National Precast Concrete Association's Plant Certification Program prior to and during production of the products for this project.
- ii. Qualifications, Testing and Inspection: The Precast concrete producer shall have been in the business of producing pre-cast concrete products similar to those specified for a minimum of 5 years. The pre-cast concrete producer shall maintain a permanent quality control department or retain an independent testing agency on a continuing basis. The agency shall issue a report, certified by a licensed engineer, detailing the ability of the pre-cast concrete producer to produce quality products consistent with industry standards.
The Precast concrete producer shall show that the following tests are performed in accordance with the ASTM standards indicated. Tests shall be performed for each 150 cu. yd. of concrete placed, but not less frequently than once per week.
 - a. Slump: C143
 - b. Compressive Strength: C31, C192, C39
 - c. Air Content (when air-entrained concrete is being used): C231 or C173
 - d. Unit Weight: C138

iii. Acceptable manufacturers for Monuments, Precast Walls and Precast Columns: Wausau Tile, Inc., P.O. Box 1520, Wausau, WI 54402-1520, (800) 388-8728, (715) 359-3121, Fax (715) 355-4627 or Approved equal meeting the minimum levels of materials and detailing indicated on the drawings or specified herein.

iv. Color and Finish: B5 – Cream Weatherstone finish as manufactured by Wausau Tile or approved equal.

- v. Submit product data, shop drawings and samples
 - a. Product Data: Manufacturer's specifications and technical data edited specifically for proposed system, including the following specific information:
 - i. Detailed specification of construction fabrication.
 - ii. Manufacturer's specific installation instructions for this system.
 - iii. Maintenance and care instructions
 - iv. Specific product warranty.
 - b. Shop Drawings: The precast concrete producer shall furnish shop drawings for the precast concrete units for approval by the Owner or his agent (specifier).

These drawings shall show complete design, installation, and construction information in such detail as to enable the Owner to determine the adequacy of the proposed units for the intended purpose. Details of steel reinforcement size and placement as well as supporting design calculations, if appropriate, shall be included. The drawings shall include a schedule, which will list the size and type of precast concrete units at each location where they are to be used. The precast concrete units shall be produced in accordance with the approved drawings. The shop drawings shall also indicate component connections, jointing material, anchoring methods, hardware and installation procedures.

- c. Samples of proposed materials and color of precast concrete indicating surface finish, colors and textures. The sample finishes shall be approved prior to the start of production
- d. Samples of proposed materials and color of metalwork indicating surface finish, colors and textures. The sample finishes shall be approved prior to the start of production
- e. Samples of proposed paint colors and finishes. The sample finishes shall be approved prior to the start of production

vi. Concrete: Concrete shall be a uniform mix of quality materials listed in Article 2.4. Mix proportions shall be determined by following the standards in ACI 318 Chapter 5. Recommendations for selecting proportions for concrete are given in detail in Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete (ACI 211.1). Recommendations for lightweight concrete are given in Standard Practice for Selecting Proportions for Structural Lightweight Concrete (ACI 211.2).

- a. Water-Cement Ratio: Concrete that will be exposed to freezing and thawing shall contain entrained air and shall have water-cement ratios of 0.45 or less. Concrete which will not be exposed to freezing, but which is required to be watertight, shall have a water-cement ratio of 0.48 or less if the concrete is exposed to fresh water, or 0.45 or less if exposed to brackish water or sea water. For corrosion protection, reinforced concrete exposed to deicer salts, brackish water or seawater shall have a water-cement ratio of 0.40 or less
- b. Air Content: The air content of concrete that will be exposed to freezing conditions shall be within the limits given below

Nominal Maximum Aggregate Size (Inches)	Air Content, %	
	Severe Exposure	Moderate Exposure
3/8	6.0 to 9.0	4.5 to 7.5
1/2	5.5 to 8.5	4.0 to 7.0
3/4	4.5 to 7.5	3.5 to 6.5
1	4.5 to 7.5	3.0 to 6.0
1-1/2	4.5 to 7.0	3.0 to 6.0

*For specified compressive strengths greater than 5000 psi, air content may be reduced 1%.

- c. Compressive Strength: All concrete shall develop a minimum compressive strength of 4,000 psi in 28 days unless other strengths are designated on the drawings
- vii. Portland Cement: ASTM C150, Type I, II, III or V.
- viii. Aggregates: ASTM C33 or C330.
- ix. Water: Potable or free of deleterious substances in amounts harmful to concrete or embedded metals.
- x. Admixtures:
 - a. Air-entraining: ASTM C260
 - b. Water reducing, retarding, accelerating, high range water reducing: ASTM C494
 - c. Pozzolans, fly ash and other mineral admixtures: ASTM C618
 - d. Ground granulated blast furnace slag: ASTM C989
 - e. Pigments: Non-fading and lime-resistant
- xi. Metal band and Fins: Stainless Steel
- xii. Bronze Medallion – Bronze plaque from Alloy 220 ingots
- xiii. Joint material per manufactures recommendations
- xiv. Warranty: Manufacturer shall submit a written warranty for pre-cast concrete products for a period of two years upon final acceptance of it
- xv. Design Criteria - Design units in accordance with Local building code, ACI 304 and 318, CRSI Manual of Standard Practice, and Applicable ASTM Standard(s)
- xvi. Formed non-architectural surfaces: Surfaces cast against approved forms using industry practice in cleaning forms, designing concrete mixes, placing and curing concrete. Normal color variations, form joint marks, small surface holes caused by air bubbles, and minor chips and spalls will be tolerated but no major imperfections, honeycombs or other defects will be permitted
- xvii. Unformed surfaces: Surfaces finished with a vibrating screed, or by hand with a float. Normal color variations, minor indentations, minor chips and spalls will be tolerated but no major imperfections, honeycombs, or other defects shall be permitted.
- xviii. Planter: Planters shall be 42" diameter and 12" height Arcade series low bowl fiberglass planter, model **AS-4212** as manufactured by Tournesoul Siteworks, Inc., 42326 Albrae Street, Fremont, CA 94538, (800) 542-2282, www.tournesolsiteworks.com, or approved equal. The same planter must be used for the planter tower. The planter shall have a sand finish to create a stucco appearance. Color shall be Shara (PMS 726).

Fabrication: Fabricate units in accordance with ACI 318 and the National Precast Concrete Association's Quality Control Manual for Precast Plants

1. Forms for manufacturing precast concrete products shall be of the type and design consistent with industry standards. They should be capable of consistently providing uniform products and dimensions. Forms shall be constructed so that the forces and vibrations to which the forms will be subjected can cause no product damage.
 - a. Forms shall be cleaned of concrete build-up after each use.
 - b. Form release agents shall not be allowed to build up on the form casting

surfaces.

2. Reinforcement: Cages of reinforcement shall be fabricated either by tying the bars, wires or welded wire fabric into rigid assemblies or by welding where permissible in accordance with AWS D1.4. Reinforcing shall be positioned as specified by the design and so that the concrete cover conforms to requirements. The tolerance on concrete cover shall be one-third of that specified but not more than 1/2 in. Concrete cover shall not be less than 1/2 in. Positive means shall be taken to assure that the reinforcement does not move significantly during the casting operations
3. Embedded Items: Embedded items shall be positioned at locations specified in the design documents. Inserts, plates, weldments, lifting devices and other items to be imbedded in pre-cast concrete products shall be held rigidly in place so that they do not move significantly during casting operations.
4. Placing Concrete: Concrete shall be deposited into forms as near to its final location as practical. The free fall of the concrete shall be kept to a minimum. Concrete shall be consolidated in such a manner that segregation of the concrete is minimized and honeycombed areas are kept to a minimum. Vibrators used to consolidate concrete shall have frequencies and amplitudes sufficient to produce well consolidated concrete.
 - a. Cold Weather Requirements - Recommendations for cold weather concreting are given in detail in Cold Weather Concreting reported by ACI Committee 306.
 - i. Adequate equipment shall be provided for heating concrete materials and protecting concrete during freezing or near-freezing weather.
 - ii. All concrete materials and all reinforcement, forms, fillers, and ground with which concrete is to come in contact shall be free from frost.
 - iii. Frozen materials or materials containing ice shall not be used.
 - iv. In cold weather the temperature of concrete at the time of placing shall not be below 45° F. Concrete that freezes before its compressive strength reaches 500 psi shall be discarded.
 - b. Hot Weather Requirements - Recommendations for hot weather concreting are given in detail in Hot Weather Concreting reported by ACI Committee 305.
 - i. During hot weather, proper attention shall be given to ingredients, production methods, handling, placing, protection, and curing to prevent excessive concrete temperatures or water evaporation that could impair required strength or serviceability of the member or structure. The temperature of concrete at the time of placing shall not exceed 90° F.
5. Curing: Surfaces that will be exposed to weather during service shall be cured as below a minimum of 3 days. Forms shall be considered effective in preventing evaporation from the contact surfaces. If air temperature is below 50°F the curing period shall be extended
 - a. Curing by Moisture Retention: Moisture shall be prevented from evaporating from exposed surfaces until adequate strength for stripping is reached by one of the following methods:

- i. Cover with polyethylene sheets a minimum of 6 mils thick.
 - ii. Cover with burlap or other absorptive material and keep continually moist.
 - iii. Use of a membrane-curing compound applied at a rate not to exceed 200 sq. ft. per gallon, or per manufacturers' recommendations
- b. Curing with Heat and Moisture: Concrete shall not be subjected to steam or hot air until after the concrete has attained its initial set. Steam, if used, shall be applied within a suitable enclosure, which permits free circulation of the steam. If hot air is used for curing, precautions shall be taken to prevent moisture loss from the concrete. The temperature of the concrete shall not be permitted to exceed 160° F. These requirements do not apply to products cured with steam under pressure in an autoclave
6. Stripping Products from Forms: Products shall not be removed from the forms until the concrete reaches the compressive strength for stripping required by the design. If no such requirement exists, products may be removed from the forms after the final set of concrete provided that stripping damage is minimal.
7. Sealing: Products shall be sealed per manufacturer's recommendations for concrete products exposed to plantings, water, air pollution, and temperature ranges for the location and intended use.
8. Shipping Products: Products shall not be shipped until they are at least 5 days old, unless it can be shown that the concrete strength has reached at least 75% of the specified 28-day strength, or that damage will not be caused which will impair the performance of the product.
9. Delivery, Storage and Handling: Products shall be stored, handled shipped and unloaded in a manner to minimize damage. Lifting holes or inserts shall be consistent with industry standards. Lifting shall be accomplished with methods or devices intended for this purpose. The Owner's representative shall make final inspection and acceptance of the pre-cast concrete products upon arrival at the jobsite.

Installation: Place precast concrete items per manufacturer's instructions and procedures, in locations as shown on the plans, and as directed by the Engineer. Precast concrete products shall be installed to the lines and grades shown in the contract documents or otherwise specified or directed by the Engineer. Products shall be lifted by suitable lifting devices at points provided by the precast concrete producer.

Method of Measurement: Precast Concrete items shall be measured as list below, complete, in place, and approved in accordance with the terms of the contract, as shown on the plans or as altered by order of the Engineer.

Monument Type A, Type B and Type C measured per each.

Precast Wall Type A, Type B, Type C, & Type D measured per linear foot along face of the wall at the base.

Precast Column measured per each.

Basis of Payment: This work will be paid for at the contract unit price as listed above. Payment is full compensation for furnishing and placing all materials, metalwork, bronze

medallion, planter, anchoring system, joint material, and for all labor, tools, equipment and incidentals necessary to complete this item of work.

BENCH

This work shall consist of furnishing and installing benches, complete in place at the location designated on the plan or as directed by the Engineer.

Materials: Benches shall match the existing benches, Victor Stanley RB-28, used by the City in the downtown streetscape, or approved equal. Finish shall be manufacturers standard black. Expansion anchor bolts as recommended by the manufacturer.

Installation: Place benches in locations as shown on the plans and receive Engineer's approval before anchoring. If needed, relocate as directed by the engineer. Install bench per manufacturer's recommendation.

Method of Measurement: Benches shall be measure in units for each bench acceptably completed.

Basis of Payment: This work will be paid for at the contract unit price per each. Payment is full compensation for furnishing and installing all materials and for all labor tools, equipment and incidentals necessary to complete this item of work.

DECORATIVE LIGHT TYPE A

The work of this item includes furnishing and installing Decorative Lights Type A complete in place at the locations as designated on the plans, or as directed by the engineer.

Materials: The following materials shall be provided and installed by the contractor. It shall include furnishing all necessary materials and such necessary or incidental there-to, to complete the item in accordance with the plans, specifications and contract.

1. Manufacturers:
 - a. Acceptable manufacturers for Decorative Light Type A;
 - i. Holophane Corporation, 214 Oakwood Avenue, Newark, OH 43055
 - ii. Approved equal meeting the minimum levels of materials and detailing indicated on the drawings or specified herein.
2. Poles shall be 25' round, tapered, fluted, 7 gauge, galvanized steel pole with 8" butt diameter, 16 sharp flutes and powder coat in Holophane Black. Model **FL210800A150HHFPGVL/AB** as manufactured by Holophane, or approved equal. Poles shall have four mounting plates for banner arms and two mounting plates for planter arms. The pole shall include a 4" x 6.5" handhole with ground lug and gasketed cover plate secured with stainless steel screws. The pole shall be furnished with four "L" shaped galvanized anchor bolts, nuts, and washers as

shown on the plans.

3. Clamshell shall be a PM Series cast aluminum clamshell, fits up to 8" diameter poles, access door, stainless steel hardware, model **PM18CSB** as manufactured by Holophane, powder coat in Holophane Black.
4. Leveling Fitter shall be Boston Harbor Series, Swivel Version Cast Aluminum, model **BHLF** as manufactured by Holophane, powder coat Holophane Black.
5. Decorative Roadway Arm shall be a 45 inch, cast aluminum, OUC series roadway arm, model **OUC45CABK** as manufactured by Holophane, or approved equal, powder coat in Holophane Black, or approved equal.
6. Decorative Pedestrian Arm shall be cast aluminum, Annapolis Series pedestrian arm, model **AWBCABKH(MODINVERT)** as manufactured by Holophane, powder coat Holophane Black.
7. Planter Arms shall be (2) PBA planter arm, model **ARM10260** as manufactured by Holophane, powder coat Holophane Black.
8. Banner Arms shall be (4) 30" bolt on banner arms with Raleigh end caps, model **BNRARMS** as manufactured by Holophane, powder coat Holophane Black.
9. Flag Pole Holder shall be (1) bolt on flag pole holder designed for a 1" diameter flag pole, model **FPH1BOCABKH** as manufactured by Holophane, powder coat Holophane Black.
10. Weatherproof Receptacle shall be duplex (1) receptacle with small in-use wet location cover, 20A, 120V, NEMA 5-20R, GFCI type, model **FGIUSSBKH** as manufactured by Holophane, powder coat Holophane Black.
11. Roadway Luminaire shall be a Memphis Style Luminaire, 150 Watt Pulse Start Metal Halide, Mogul Base Socket, Multivolt Ballast, Door with Teardrop Type IV Prismatic Glass Refractor, black finish, with Venture (MH150UED28PS) 150MH Clear Mogul Base "E" Lamp, model **MPU150PMMCB4\lamp** as manufactured by Holophane, powder coat Holophane Black. Ballast voltage shall be multi-tap set for 240 VAC, 60 Hz.
12. Two Pedestrian Luminaires shall be a Memphis Pedestrian Style Luminaire, 100 Watt Metal Halide, Medium Base Socket, UL / CSA Listed, Door with Teardrop Type IV Prismatic Glass Refractor, black finish, with Venture (MH100WUPS) 100MH Clear Medium Base "O" Pulse Start Protected Lamps, model **MSP10DMHMA24B43\lamp** as manufactured by Holophane, powder coat Holophane Black. Ballast voltage shall be multi-tap set for 240 VAC, 60 Hz.
13. The light pole shall be able to withstand AASHTO 2001 requirements for 90 mile per hour wind load with a 30 percent gust factor.
14. The light pole shall include breakaway devices in accordance with Section 837 of the Standard Specifications for Road and Bridge Construction.
15. The luminaires shall be fused separately at the base of the pole. The fuse holders for the luminaires shall be double pole, breakaway, waterproof with insulating boots. The fuse holders shall be a Bussmann Tron type HEX Series, or of equal specifications, which has a connecting tab to prevent accidental switching of terminals upon connection.
16. Each surge protector shall conform to Article 1065.02 of the Standard Specifications.

Installation: Prior to construction and installation, engineer shall approve shop drawings, product information or catalog drawings. Installation shall be per manufactures recommendations and per the pertinent provisions of Division 800 of the Standard Specifications.

Method of Payment: Light Type A shall be measured for each light assembly complete.

Basis of Payment: This work will be paid for at the contract unit price per each for DECORATIVE LIGHT TYPE A. Payment is full compensation for furnishing all necessary materials, including, pole, clamshell base, luminaires, lamps, fuses, fuseholders, decorative arms, banner arms, basket hangers, flag holder, anchor bolts, nuts, washers, breakaway devices, surge protectors, wire and connections and all labor, tools, equipment and incidentals necessary to complete the work in accordance with the contract.

DECORATIVE LIGHT TYPE B AND TYPE B1

The work of this item includes furnishing and installing Decorative Lights Type B and B1 complete in place at the locations as designated on the plans, or as directed by the engineer.

Materials: The following materials shall be provided and installed by the contractor. It shall include furnishing all necessary materials and such necessary or incidental there- to, to complete the item in accordance with the plans, specifications and contract.

1. Manufacturers:
 - a. Acceptable manufacturers for Decorative Light Type B and B1;
 - i. Holophane Corporation, 214 Oakwood Avenue, Newark, OH 43055
 - ii. Approved equal meeting the minimum levels of materials and detailing indicated on the drawings or specified herein.
2. Poles shall be 25' round, tapered, fluted, 7 gauge, galvanized steel pole with 8" butt diameter, 16 sharp flutes and powder coat in Holophane Black. Model **FL210800A250HHFPGVL/AB** as manufactured by Holophane, or approved equal. Poles shall have four mounting plates for banner arms and two mounting plates for planter arms. The pole shall include a 4" x 6.5" handhole with ground lug and gasketed cover plate secured with stainless steel screws. The pole shall be furnished with four "L" shaped galvanized anchor bolts, nuts, and washers as shown on the plans.
3. Clamshell shall be a PM Series cast aluminum clamshell, fits up to 8" diameter poles, access door, stainless steel hardware, model **PM18CSB** as manufactured by Holophane, powder coat in Holophane Black.
4. Leveling Fitter shall be Boston Harbor Series, Swivel Version Cast Aluminum, model **BHLF** as manufactured by Holophane, powder coat Holophane Black.
5. Decorative Roadway Arm shall be a 45 inch, cast aluminum, OUC series roadway arm, model **OUC45CABK** as manufactured by Holophane, powder coat in

Holophane Black.

6. Banner Arms shall be (4) 30" bolt on banner arms with Raleigh end caps, model **BNRARMS** as manufactured by Holophane, , or approved equal powder coat Holophane Black.
7. Flag Pole Holder shall be (1) bolt on flag pole holder designed for a 1" diameter flag pole, model **FPH1BOCABKH** as manufactured by Holophane, or approved equal, powder coat Holophane Black, or approved equal.
8. Weatherproof Receptacle shall be duplex (1) receptacle with small in-use wet location cover, 20A, 120V, NEMA 5-20R, GFCI type, model **FGIUSSBKH** as manufactured by Holophane, or approved equal, powder coat Holophane Black
9. Roadway Luminaire shall be a Memphis Style Luminaire, 150 Watt Pulse Start Metal Halide (Type B), and 250 Watt Pulse Start Metal Halide (Type B1), Mogul Base Socket, Multivolt Ballast, Door with Teardrop Type IV Primatic Glass Refractor, black finish, with Venture (MH150UED28PS) 150MH (Type B), Venture (MS250WVPS) 250MH (Type B1) Clear Mogul Base "E" Lamp, model **MPU150PMMCB4\lamp (Type B), MPU250PMMCB4\lamp (Type B1)** as manufactured by Holophane, , or approved equal powder coat Holophane Black. Ballast voltage shall be multi-tap set for 240 VAC, 60 Hz.
10. The light pole shall be able to withstand AASHTO 2001 requirements for 90 mile per hour wind load with a 30 percent gust factor.
11. The light pole shall include breakaway devices in accordance with Section 837 of the Standard Specifications for Road and Bridge Construction.
12. The luminaires shall be fused separately at the base of the pole. The fuse holders for the luminaires shall be double pole, breakaway, waterproof with insulating boots. The fuse holders shall be a Bussmann Tron type HEX Series, or of equal specifications, which has a connecting tab to prevent accidental switching of terminals upon connection.
13. Each surge protector shall conform to Article 1065.02 of the Standard Specifications.

Installation: Prior to construction and installation, engineer shall approve shop drawings, product information or catalog drawings. Installation shall be per manufactures recommendations and per the pertinent provisions of Division 800 of the Standard Specifications.

Method of Measurement: Light Type B and Type B1 shall be measured for each light assembly complete.

Basis of Payment: This work will be paid for at the contract unit price per each for DECORATIVE LIGHT TYPE B and DECORATIVE LIGHT TYPE B1. Payment is full compensation for furnishing all necessary materials, including, pole, clamshell base, luminaires, lamps, fuses, fuseholders, decorative arms, banner arms, basket hangers, flag holder, anchor bolts, nuts, washers, breakaway devices, surge protectors, wire and connections and all labor, tools, equipment and incidentals necessary to complete the work in accordance with the contract.

DECORATIVE LIGHT TYPE C

The work of this item includes furnishing and installing Decorative Lights Type C complete in place at the locations as designated on the plans, or as directed by the engineer.

Materials: The following materials shall be provided and installed by the contractor. It shall include furnishing all necessary materials and such necessary or incidental there- to, to complete the item in accordance with the plans, specifications and contract.

1. Manufacturers:
 - a. Acceptable manufacturers for Decorative Light Type C;
 - i. Holophane Corporation, 214 Oakwood Avenue, Newark, OH 43055
 - ii. Approved equal meeting the minimum levels of materials and detailing indicated on the drawings or specified herein.
2. Poles shall be 16' round, tapered, fluted, 11 gauge, galvanized steel pole with 7" butt diameter, 16 sharp flutes and powder coat in Holophane Black. Model **FL210700A160HHFPGVL/AB** as manufactured by Holophane, or approved equal. Poles shall have four mounting plates for banner arms and two mounting plates for planter arms. The pole shall include a 4" x 6.5" handhole with ground lug and gasketed cover plate secured with stainless steel screws. The pole shall be furnished with four "L" shaped galvanized anchor bolts, nuts, and washers as shown on the plans.
3. Clamshell shall be a PM Series cast aluminum clamshell, fits up to 8" diameter poles, access door, stainless steel hardware, model **PM18CSB** as manufactured by Holophane, powder coat in Holophane Black.
4. Leveling Fitter shall be Boston Harbor Series, Swivel Version Cast Aluminum, model **BHLF** as manufactured by Holophane, powder coat Holophane Black.
5. Decorative Pedestrian Arm shall be cast aluminum, Annapolis Series pedestrian arm, model **AWBCABKH(MODINVERT)** as manufactured by Holophane, or approved equal, powder coat Holophane Black.
6. Planter Arms shall be (2) PBA planter arm, model **ARM10260** as manufactured by Holophane, , or approved equal powder coat Holophane Black.
7. Banner Arms shall be (2) 18" bolt on banner arms with Raleigh end caps, model **BNRARMS** as manufactured by Holophane, powder coat Holophane Black, or approved equal. Banner arms to be mounted to house side of pole.
8. Provide two additional Banner Arms. Banner Arms shall be (2) 18" bolt on breakaway banner arms with Raleigh end caps, model **BBNRARMS** as manufactured by Holophane, powder coat Holophane Black, or approved equal. Banner arms to be mounted to house side of pole.
9. Flag Pole Holder shall be (1) bolt on flag pole holder designed for a 1" diameter flag pole, model **FPH1BOCABKH** as manufactured by Holophane, powder coat Holophane Black, or approved equal.
10. Weatherproof Receptacle shall be duplex (1) receptacle with small in-use wet location cover, 20A, 120V, NEMA 5-20R, GFCI type, model **FGIUSSBKH** as

- manufactured by Holophane, powder coat Holophane Black, or approved equal.
11. Two Pedestrian Luminaires shall be a Memphis Pedestrian Style Luminaire, 100 Watt Metal Halide, Medium Base Socket, UL / CSA Listed, Door with Teardrop Type IV Prismatic Glass Refractor, black finish, with Venture (MH100WUPS) 100MH Clear Medium Base "O" Pulse Start Protected Lamps, model **MSP10DMHMA24B43\lamp** as manufactured by Holophane, powder coat Holophane Black, or approved equal. Ballast voltage shall be multi-tap set for 240 VAC, 60 Hz.
 12. The light pole shall be able to withstand AASHTO 2001 requirements for 90 mile per hour wind load with a 30 percent gust factor.
 13. The light pole shall include breakaway devices in accordance with Section 837 of the Standard Specifications for Road and Bridge Construction.
 14. The luminaires shall be fused separately at the base of the pole. The fuse holders for the luminaires shall be double pole, breakaway, waterproof with insulating boots. The fuse holders shall be a Bussmann Tron type HEX Series, or of equal specifications, which has a connecting tab to prevent accidental switching of terminals upon connection.
 15. Each surge protector shall conform to Article 1065.02 of the Standard Specifications.

Installation: Prior to construction and installation, engineer shall approve shop drawings, product information or catalog drawings. Installation shall be per manufactures recommendations and per the pertinent provisions of Division 800 of the Standard Specifications.

Method of Measurement: Light Type C shall be measured for each light assembly complete.

Basis of Payment: This work will be paid for at the contract unit price per each for DECORATIVE LIGHT TYPE C. Payment is full compensation for furnishing all necessary materials, including, pole, clamshell base, luminaires, lamps, fuses, fuseholders, decorative arms, banner arms, basket hangers, flag holder, anchor bolts, nuts, washers, breakaway devices, surge protectors, wire and connections and all labor, tools, equipment and incidentals necessary to complete the work in accordance with the contract.

DECORATIVE LIGHT TYPES A AND C – MATERIALS ONLY

This item shall consist of furnishing decorative lighting materials to the City of DeKalb. This item does not include construction of the decorative lighting. The specific material to be provided includes two (2) each of the complete materials as specified in this document for the pay item DECORATIVE LIGHT TYPE A and two (2) each of the complete materials as specified in this document for the pay item DECORATIVE LIGHT TYPE C. The exceptions to the complete materials to be provided are that only two (2) each of the 250 watt, two (2) each of the 150 watt, and two (2) each of the 100 watt

complete luminaries and associated components shall be provided. The intention is that the City shall have on hand a supply of two of each pole type A and C and two of each type (wattage) of luminaire such that they could replace components as necessary in the future.

Basis of Payment: This work shall not be measured separately for payment, but shall be paid for based on the contract lump sum price for furnishing DEOCORATIVE LIGHT TYPES A AND C – MATERIALS ONLY.

PLANTER TOWER

This work shall consist of providing shop drawings, fabricating, finishing and installing the Planter Tower, as indicated on plans and as follows.

Materials: The following materials shall be provided and installed by the contractor. It shall include furnishing all necessary materials and such necessary or incidental there- to, to complete the item in accordance with the plans, specifications and contract.

1. Acceptable manufacturers for Planter Tower:
 - a. Landscape Forms, Inc., 431 Lawndale Ave., Kalamazoo, MI 49048, Phone 800.430.6209, Fax 269.381.3455 specify@landscapeforms.com
 - b. Approved equal meeting the minimum levels of materials and detailing indicated on the drawings or specified herein.
2. Acceptable manufacturers for planter
 - a. Tournesoul Siteworks, Inc., 42326 Albrae Street, Fremont, CA 94538, (800) 542-2282, www.tournesolsiteworks.com
 - b. Approved equal meeting the minimum levels of materials and detailing indicated on the drawings or specified herein.
 - c. Planter manufacturer must be the some manufacturer used for the Precast Column with Planter.
3. Planters shall be 42" diameter and 12" height Arcade series low bowl fiberglass planter, model **AS-4212** as manufactured by Tournesoul Siteworks, Inc. The planter shall have a sand finish to create a stucco appearance. Color shall be Shara (PMS 726)
4. The planter tower shall be model SF0250-001 as manufactured by Landscape Forms, Inc. The tower material shall be a 6061 aluminum material structure with a polished aluminum finish.
5. Accent pieces shall be 6061 aluminum with a Pangard II powder-coat finish. Color verdigris.
6. All assembly hardware must be non-corrosive.

Fabrication: Fabricator shall be a firm experienced in producing metal fabrications similar to those of the indicated Planter Tower. Fabricator shall provide shop drawings for approval that detail fabrication and erection of the towers indicated. Include plans, elevations, sections, and details of tower fabrications and their connections. Show

anchorage and accessory items. Provide templates for anchors and bolts specified for installation of planter tower to tower concrete base.

1. Fabrication: Fabricate accents and tower to dimensions indicated on drawings, and as specified. Details of fabrication and materials may be varied from that indicated subject to approval by the Engineer, and compliance with design intent.
 - i. Bends, twists, open joints, misalignments at intersections will not be allowed in any finished members
 - ii. Provide proper reinforcement for hardware and other items as necessary for a complete and durable installation.
 - iii. Assembly shall be completed by certified welders.
 - iv. The tower shall be fully welded construction with the welds ground smooth. All welds shall be continuous.
 - v. Exposed connections shall be neat, straight hairline joints.
 - vi. Conceal all joints wherever possible.
 - vii. Position labels and seams out of public view. No sign company graphics shall be allowed
 - viii. All metal work is warranted for life time of fabricated element as long as failure is due to poor craftsmanship. Wear and tear or vandalism is not under lifetime stresses
 - ix. Provide drainage tubing down through the tower supports to eliminate planter drainage from dripping on accent pieces
2. Samples: Provide samples of polished aluminum, powder coated surfaces, and other finishes for approval.
3. Fabricator's responsibility:
 - i. Engineer planter tower that supports loads of fully loaded and saturated planter.
 - ii. Compliance with all state and local codes.
 - iii. Determine size and locations for anchor bolts that connect the planter tower to the concrete planter tower base. Coordinate with tower concrete base contractor on anchor bolt size and locations
 - iv. Furnish other trades with accurate instructions, layout drawings and/or templates to accommodate work to be installed.

Installation: Install work in strict accordance with the drawings and tower fabricators recommendations, unless approved otherwise. Install plumb, level, and true to grade

Method of Measurement: Planter Tower shall be measured in units for each tower acceptably completed.

Basis of Payment: This work will be paid for at the contract unit price per each. Payment is full compensation for fabricating, finishing and installing all materials and for all labor tools, equipment and incidentals necessary to complete this item of work.

FLATTOP SEATING BOULDER – TYPE A & B

This work shall consist of furnishing and placing flattop seating boulders in accordance with the requirements of the plans and these specifications.

Materials: Boulders shall have flat tops. Boulders shall be sound, hard, dense, resistant to the action of air and water, and free from seams, cracks, or other structural defects. Obtain boulders from a single quarry.

Installation: A hole shall be excavated to a depth approximately 1/3 the total height of each individual decorative boulder, or 4". Boulders may be placed by any mechanical means that will produce a completed job within the tolerances of the plan detail. Handwork will be limited to the amount necessary to fill large voids or position the boulder. The boulders shall be placed within the excavated hole so that approximately one third of the stone mass is beneath the finished grade. Excavated soil will be backfilled and firmed around the boulder up to finished grade.

Method of Measurement: The flattop seating boulders shall be measured by each acceptably completed.

Basis of Payment: This work will be paid for at the contract unit price per each. Payment is full compensation for finishing and installing all materials and for all labor tools, equipment and incidentals necessary to complete this item of work.

LANDSCAPE RESTORATION

This work shall consist of grading, placing 4" of topsoil, and seeding at and near the proposed 10th Street Wayside and the Wayside Gazebo Plaza and repairing any other disturbed areas with 4" of topsoil and seeding. Topsoil material shall meet the requirements of Article 1081.05 of the Standard Specifications and have no more than 55 percent sand content as determined in accordance with AASHTO T88. Seeding method shall consist of applying seed, fertilizer and wood mulch hydraulically on prepared seed bed in accordance with IDOT Section 250 and 251 in so far as said sections apply.

Seeding Class I: Revise IDOT Article 250.07 to read: "Regardless of season, all disturbed areas shall be seeded with following mixture:

Turf Type Fescue	50 lbs/acre
Kentucky Blue Grass	50 lbs/acre
Manhattan Rye	100 lbs/acre <u>OR EQUAL</u>
Ruby Creeping Red Fescue	100 lbs/acre

Seeding will be permitted from April 1 to May 30 and from August 1, to October 10, unless approved by Engineer.

Fertilizer shall be furnished and applied to the following nutrients and percentages by weight in pounds:

Nitrogen	6%	
Phosphorus	24%	<u>OR BY SOIL ANALYSIS</u>
Potassium	24%	

Fertilizer shall be applied at a rate of 300 lbs/acre. Second fertilizer application 3-weeks after seeding of 10-10-10, 250 lbs/acre, if good stand is achieved.

Wood Fiber Mulch: This specification describes mulch for use with the hydraulic application of grass seed which shall consist of specially prepared wood cellulose fiber.

It shall be processed in such a manner that it will contain no growth or germination inhibiting factors and shall be dyed an appropriate color to facilitate metering of materials. It shall be manufactured in such a manner that after addition and agitation in slurry tanks with fertilizers, grass seeds, water, and any other approved additives, the fibers in the material will become uniformly suspended and form a homogeneous slurry; and that when hydraulically sprayed on the ground, the material will form a blotter-like ground cover impregnated uniformly with grass seed, and which after application, will allow the absorption of moisture and percolation of rainfall or mechanical watering to the underlying soil.

The mulch material described above shall be supplied in packages having a gross weight not in excess of 75 lbs. Packages shall be adequately wrapped in paper, polyethylene or other suitable material to prevent loss of spillage during handling. Wood mulch shall be applied at the rate of 0.5 tons per acre.

Weight specifications of this material from suppliers, and for all applications, shall refer only to air dry weight of the fiber material. Absolute air dry weight is based on the normal weight standard of the technical Association of the Pulp and Paper Industry for wood cellulose and is considered equivalent to 10 percent moisture. Each package of the cellulose fiber shall be marked by the manufacturer to show the air dry weight content.

Suppliers shall be prepared to certify that laboratory and field testing of their product has been accomplished, and that it meets all of the foregoing requirements based upon such testing.

Guarantee: All seeded areas shall be maintained for at least 30 days after application. Scattered bare spots no larger than two square foot will be allowed up to a maximum of 5% of any seeded area including 30 day maintenance and mowing.

Method of Measurement and Basis of Payment. This work will not be measured for payment, but will be paid for at the contract lump sum price for **LANDSCAPE RESTORATION** and shall be full compensation for grading, preparation and seeding of all specified or otherwise disturbed areas with 4" of topsoil and seeding as specified herein.

GENERAL ELECTRICAL REQUIREMENTS / MAINTENANCE OF EXISTING LIGHTING

Effective: January 1, 2007

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.

Add the following to Article 801.10 of the Standard Specifications:

“Maintenance Preconstruction Inspection:

General: Before performing any excavation, removal, or installation work (electrical or otherwise) at the project site, the Contractor shall request a maintenance preconstruction site inspection, to be held in the presence of the Engineer and a representative of the party or parties responsible for the maintenance of any lighting and/or traffic control 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. The maintenance 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 control systems at the project site will, at the Contractors request, mark and/or stake, once per location, all underground cable routes owned or maintained by the City of DeKalb. 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 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 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.

Condition of Existing Systems: 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 Article 801.11 of the Standard Specifications:

"Lighting Operation and Maintenance Responsibility. The scope of work shall include the assumption of responsibility for the continuing operation of existing, temporary or other lighting systems and all appurtenances affected by the work as may be specified elsewhere herein. 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 extent of the electrical equipment and systems to be maintained. Where there is existing lighting within the project limits, prior to the start of activities at the site, the Contractor must schedule a formal transfer of maintenance via the Engineer, however failure to do so does not relieve the Contractor of the maintenance responsibility specified herein and such failure obligates the Contractor to correct deficiencies in the existing system at his own expense.

Effective the date the Contractor's activities (electrical or otherwise) at the project site begin, the Contractor shall be responsible for the proper operation and maintenance of all existing lighting systems which may be affected by the work for which maintenance has been transferred to the Contractor and all newly constructed lighting systems under this contract, until final acceptance or as otherwise determined by the Engineer.

Electrical System Damage Response. The Contractor shall respond to damage calls for all system components being maintained and/or installed by the Contractor, existing and proposed, including, but not limited to pole knockdowns, circuit outages, more than 3 luminaries on a circuit, 3 successive luminaries, and

controller outages within one hour after notification and provide immediate corrective action. The Contractor shall also repair other outages within 5 days. The Contractor shall maintain in stock a sufficient amount of material and equipment to provide temporary and permanent repairs. Any damage to the lighting system from any cause whatsoever shall be repaired or replaced in kind with equipment in the same condition before the incident or with new equipment provided by the Contractor at no additional cost to the contract, all as approved by the Engineer. If the Contractor fails to respond so as to produce immediate corrective action within the specified time frames or fails to complete repairs in a timely manner the Engineer may direct other forces to perform the work. Charges incurred shall be billed to the Contractor. City of DeKalb shall retain all rights to pursue claims against third parties in all situations regardless of who is maintaining the system. The Contractor shall also provide City of DeKalb with all accident and damage reports from any incidents.

Weekly Night-Time Patrols. 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.

Contractor's Responsibility. Existing lighting systems which may be affected by the work shall include, as a minimum, all existing lighting units within the project limits and these units may be temporarily isolated by means of in-line waterproof fuse holders as approved by the Engineer. When a controller is to be replaced or modified under the contract work, or where otherwise indicated, the controller and all systems connected to it shall be included in the Contractor's responsibility for proper operation of lighting systems. The contract drawings may 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.

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 City of DeKalb, 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 City of DeKalb's expense and lighting systems shall not be kept in operation during long daytime periods at City of DeKalb'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), City of DeKalb 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.”

Basis of Payment: Maintenance of lighting system shall be paid for at the contract unit price each for MAINTENANCE OF LIGHTING SYSTEM, which shall include all work as described herein.

LIGHT POLE FOUNDATION

Description: Light pole foundations shall meet the requirements of Section 836 of the Standard Specifications, with the following modifications:

Foundations shall include the raceways and grounding electrode as indicated on the plans. All conduits in the foundation shall be installed rigidly in place before concrete is deposited in the form. Bushings shall be provided at the ends of conduit. Anchor rods and reinforcing shall be set in place before concrete is deposited by means of a template constructed to space the anchor rods according to the pattern of the bolt holes in the base of the pole. The foundation shall utilize formwork to provide the proper dimensions of the foundation. Concrete shall be Class SI. Foundations shall include the raceways as indicated on the plans.

Method of Measurement. The foundation will be measured for payment per each of the foundation in place, in accordance with the total length of concrete foundation depth indicated on the plans and as directed by the Engineer.

Relocation of a foundation due to an obstruction and any shaft excavation to that point will not be measured for payment.

Excavation in rock will be measured for payment according to Article 502.12.

Basis of Payment: This work will be paid for at the contract unit price each for LIGHT POLE FOUNDATION, of the type, diameter, and length indicated including raceways and grounding electrode.

Excavation in rock will be paid for according to Article 502.13.

HANDHOLE, COMPOSITE CONCRETE

Handhole shall meet the requirements of Sections 814 and 1088 of the Standard Specifications with the following modifications:

The cover shall be rated for a design load of 22,500 lbs with a test load of 33,800 lbs.

All unsuitable materials shall be disposed of by the Contractor outside the job limits.

Method of Measurement: The handhole will be measured for payment per each of the handhole set in place

Basis of Payment: This work will be paid for at the contract unit price each for HANDHOLE, COMPOSITE CONCRETE, which price shall be payment in full for all necessary excavation, backfill, disposal of unsuitable materials, and furnishing all materials within the limits of the handhole.

CONDUIT, BORED AND PULLED, COILABLE NONMETALLIC, 1 1/2"

Conduit shall meet the requirements of Sections 810 and 1088 of the Standard Specifications with the following modifications:

The coilable conduit shall be HDPE, Schedule 40, UL-listed. Material shall comply with ASTM D 2447 (Standard Specification for Polyethylene Plastic Pipe, Schedules 40 and 80, Based on Outside Diameter), ASTM D 3350 (Standard Specification for Polyethylene Plastic Pipe and Fittings Materials), NEMA Specification TC-7 (Smooth-Wall Coilable Polyethylene Electrical Plastic Conduit), and UL-651B (Standard for Continuous Length HDPE Conduit). The conduit and fittings shall carry a UL label. Conduit shall be suitable for directional boring. Conduit, fittings and cement shall be produced by the same manufacturer to assure system integrity.

Method of Measurement. The conduit will be measured for payment per foot of the conduit in place in straight lines between changes in direction and to the centers of equipment, boxes, and access points indicated on the plans and as directed by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per foot for CONDUIT, BORED AND PULLED, COILABLE NONMETALLIC, 1 1/2".

MODIFY EXISTING LIGHTING CONTROLLER

Description: Modification of existing lighting controller shall meet the requirements of Section 825 of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007, with the following modifications:

The work shall include connecting to existing lighting controller and providing new circuit breakers in existing lighting controller (Square D Type QOB), match existing. Circuit breakers shall be standard UL listed molded case, thermal magnetic bolt-on type circuit breakers with trip free indicating handles, rated for 10,000 rms amperes interrupting current at 120/240V. Branch circuit wiring shall be type XLP-USE, 600V.

Method of Measurement: Modify existing lighting controller will be measured as each modified.

Basis of Payment: This work will be paid for at the contract unit price each for MODIFY EXISTING LIGHTING CONTROLLER.

PHOTOELECTRIC CONTROL

Description: Photoelectric control shall meet the requirements of Section 1068 of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007, with the following modifications:

The work shall include providing a photoelectric control at the top of a new decorative light pole meeting the requirements of Section 1068.01.(e) (2).

Method of Measurement: The photoelectric control will be measured for payment per each of the photoelectric control set in place.

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

REMOVE ELECTRIC CABLE FROM CONDUIT

Description: This work shall consist of the removal of existing electric cable from conduit.

Electric cable shall be removed from conduit as directed by the Engineer.

Method of Measurement. The cable will be measured for payment per foot of the cable in conduit in straight lines between changes in direction and to the centers of equipment, boxes, and access points indicated on the plans and as directed by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per foot for REMOVE ELECTRIC CABLE FROM CONDUIT.

REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE

Description: Lighting unit removal shall meet the requirements of Section 842 of the Standard Specifications, with the following modifications:

Poles, mast arms, luminaries, and all associated hardware and appurtenances shall remain the property of the City of DeKalb and shall be delivered to a storage facility and unloaded and stacked as directed by the Engineer. Provide all required protection to prevent damage to lighting unit.

Method of Measurement. Each lighting unit which is removed and delivered to the City of DeKalb storage facility will be counted as a unit for payment.

Basis of Payment: This work will be paid for at the contract unit price per each for REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE.

ELECTRICAL WORK COMPLETE – SCENIC VISTA
ELECTRICAL WORK COMPLETE – GATEWAY MONUMENT

A. GENERAL

This item shall consist of the installation of electric service entrance equipment, lighting and branch circuit as detailed on the plans and specified herein. Electrical work shall meet the requirements of Section 801 ELECTRICAL REQUIREMENTS of the Standard Specifications for Road and Bridge Construction and as detailed on the plans.

B. MATERIALS FOR ELECTRIC WORK

1. Meter base shall be a UL listed meter socket conforming to and sized per the serving electric utility company's requirements, for the respective service. Provide an outdoor rated combination meter connection device and raceway (pedestal) with lever actuated bypass, neutral/ground bus, single phase 3-wire, 120/240V - Milbank, or equal.
2. Service disconnect switch shall be 60 Amp, 2 pole, 240 VAC fusible disconnect in a NEMA 3R steel enclosure UL listed suitable for service entrance, lockable external handle, Square D Cat. No. H222NRB, or equal. Include solid neutral, Square D Cat. No. H60SN, or equal, and service ground kit, Square D Cat. No. PK3GTA1, or equal.
3. All conduits shall conform to Section 810 UNDERGROUND RACEWAYS and Section 811 EXPOSED RACEWAYS of the Standard Specifications for Road and Bridge Construction and as detailed on the plans.
4. All wire shall conform to Section 817 CABLE IN RACEWAY of the Standard Specifications for Road and Bridge Construction and as detailed on the plans. Conductor for service entrance shall be Type USE-2 with 600-volt XLP insulation, and conductor for branch circuits shall be Type USE with 600-volt XLP insulation sized as detailed on the plans.
5. Support structure, for meter base, service breaker, and other equipment, shall be as detailed on the plans.

6. Grounding shall conform to Section 806 GROUNDING of the Standard Specifications for Road and Bridge Construction and as detailed on the plans.
7. Lighting fixtures shall conform to Section 821 ROADWAY LUMINAIRES of the Standard Specifications for Road and Bridge Construction and as detailed on the plans. Lighting fixtures shall comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction. Metal parts shall be free of burrs and sharp corners and edges. Housing shall be machined brass and weather-tight enclosure. Lamps shall be low voltage MR16 type. Power supply shall be through a step-down transformer 60W, 120/12V located in a machined brass enclosure. Acceptable Products: Auroralight SL16 Mariner series, or approved equal.
8. Receptacles shall be 120V, 20A duplex NEMA 5-20R, ground fault interrupting (GFCI), premium specification grade type with a 4 in. square box minimum with weatherproof in-use cover, for 120V auxiliary use.
9. Photoelectric cell shall conform to Section 1068.02(e)(2) Photocell of the standard specifications.

C. CONSTRUCTION METHODS

All electrical equipment shall be installed in conformance with NFPA 70 (National Electrical Code, most current issue in force), the respective equipment manufacturer's directions and all other applicable local codes, laws, ordinances, and requirements in force. Any installations, which void the UL listing, (or other third party listing), and/or the manufacturer's warranty of a device shall not be permitted.

Contractor shall furnish and install electric service entrance as detailed on the plans and specified herein. As part of the service entrance work, the Contractor shall coordinate with the serving electric utility, the installation of a 120/240 VAC, single phase, 3 wire service sufficient to handle a 60 Amp service for the lighting, or as detailed on the plans. The serving electric utility company is Commonwealth Edison Co. The Contractor shall coordinate the new electric service with the City of DeKalb, Illinois, Office of City Engineer, Mr. Joel Maurer, PE, 223 South Fourth Street, DeKalb, IL 6015, Phone: 815-748-2030, Fax: 815-748-2025. The service entrance shall include, but not be limited to, all service entrance equipment, labor and materials as detailed on the plans and specified herein, in order to provide a complete and operational electrical system.

Contractor shall be licensed and bonded to do work in the City of DeKalb. Electrical inspection will be required through the City of DeKalb Community Development Department, following submission of building permit application.

Major work items to be performed by the serving electric utility company shall be as follows:

- Furnishing 120/240 VAC, single phase, 3 wire power for the lighting.
- The furnishing and installing of the utility service meter.
- Connecting the customer's service entrance conductors to the secondary side of the utility service.
- The respective serving electric utility company shall retain the right to review and approve drawings prior to installation.

Major work items to be performed by the Contractor shall be as follows: (All work, labor, equipment and materials shall be as detailed on the plans, specified herein, and per the serving electric utility's requirements where applicable.)

- Furnishing and installing service conduit, including riser on utility pole.
- Furnishing and installing service conductors as detailed on the plans and specified herein.
- Furnishing and installing the support structure for the meter bases, service breaker, and other equipment as detailed on the plans.
- Furnishing and installing outdoor rated combination meter connection device and raceway (pedestal) with lever actuated bypass, per serving utility's requirements.
- Furnishing and installing service disconnect switch.
- Furnishing and installing grounding electrode conductors, bonding jumpers, ground rods, connections, and ground conductor conduit.
- Verifying all requirements with serving electric utility.
- Additional work as required by serving electric utility and as required to provide a complete and operational electric service entrance system.

Installation of Disconnect Switch: Install disconnect switch plumb. Secure disconnect switch to support structure surface as shown. Where the surface is not adaptable for mounting, provide Unistrut P-1000 HG to secure disconnect switch. Mounting hardware shall be corrosion resistant. Installation of disconnects shall be in conformance with the manufacturer's requirements and as detailed on the drawings. Installations that void the third party certification, or void the manufacturer's warranty, shall NOT be permitted. Inspect all disconnects for proper

operation, tight and secure connections, and correctness. Adjust as necessary to assure proper operation. Nuts, bolts, and screws shall be tightened to manufacturers requirements. Provide weatherproof, abrasion resistant, legend plates, for all disconnects, indicating the voltage, phase, and device or equipment being fed. All enclosures shall be bonded to ground with a ground lug or screw and a ground conductor (wire). Install grounding bushings with ground wire connections between the bushing and the ground bus at all metal conduit terminations that enter or leave enclosures.

Conduit Installation: Installation of conduit shall conform to Section 810 UNDERGROUND RACEWAYS and Section 811 EXPOSED RACEWAYS of the Standard Specifications for Road and Bridge Construction, and shall be as detailed on the plans and as specified herein. Trench and backfill for the installation of underground conduit shall conform to Section 819 TRENCH AND BACKFILL FOR ELECTRICAL WORK of the Standard Specifications for Road and Bridge Construction.

Conduit for electric utility service shall be Schedule 40 PVC. All bends shall be galvanized rigid steel long radius type. Conduit shall transition to galvanized rigid steel where emerging from grade. Transitions from PVC to galvanized rigid steel conduit shall be below grade. Size of conduit shall be as detailed on the plans and per the serving electric utility company's requirements.

All exposed conduits containing service conductors, feeder conductors, and/or branch circuit conductors shall be galvanized rigid steel conduit.

Conduits to be installed for lighting branch circuit shall be Schedule 40 PVC as detailed on the plans.

Conduit size and fill requirements shall comply with Appendix C, conduit fill tables, of the NEC. It should be noted these are minimum requirements and larger conduit sizes or smaller fill requirements shall be used whenever specified or detailed on the drawings.

Make all joints in steel underground conduit watertight with approved joint compound. Temporarily plug conduit openings to exclude water, concrete, or any foreign materials during construction. Clean conduit runs before pulling in conductors.

Where conduit enters a box or fitting, provide a steel locknut and an insulated metallic bushing. Use this method to terminate conduit in panels, pull boxes, safety switches, etc.

Provide NEMA 4 hubs for all conduit entries into enclosures rated NEMA 3R to maintain NEMA 3R rating.

Cable Installation: Installation of cable shall conform to Section 817 CABLE IN RACEWAY of the Standard Specifications for Road and Bridge Construction and as detailed on the plans.

Grounding Requirements: Grounding shall conform to the following as applicable: The Contractor shall furnish and install all grounding shown on the plans and/or as may be necessary or required to make a complete grounding system as required by the latest National Electrical Code (NFPA 70) in force. The reliability of the grounding system is dependent on careful, proper installation and choice of materials. Improper preparation of surfaces to be joined to make an electrical path, loose joints or corrosion can introduce impedance that will seriously impair the ability of the ground path to protect personnel and equipment and to absorb transients that can cause noise in communications circuits. The following functions are particularly important to ensure a reliable ground system:

1. All products associated with the grounding system shall be UL-listed and labeled.
2. All bolted or mechanical connections shall be coated with a corrosion preventative compound before joining, Dearborn Chemical Company "No-Oxide A" compound or equal.
3. All grounding conductors shall be properly sized as specified herein, as detailed on the plans and/or per the National Electrical Code.
4. Furnish and install ground rods at all locations where shown on the plans or specified herein. Top of ground rods shall be a minimum of 12 in. below finish grade unless otherwise noted on the plans. All connections to ground rods shall be made with bolted brass ground clamp type connector.
5. All connections, located above grade, between the different types of grounding conductors shall be made using UL-listed double compression crimp type connectors or UL-listed bolted ground connectors. For ground connections to enclosures, cases and frames of electrical equipment not supplied with ground lugs the Contractor shall drill required holes for mounting a bolted ground connector. All bolted ground connectors shall be Burndy, Thomas and Betts, or equal. Tighten connections to comply with tightening torques in UL Standard 486A to assure permanent and effective grounding.
6. All metal equipment enclosures, conduits, cabinets, boxes, receptacles, etc. shall be bonded to the respective grounding system. Provide grounding bushings at all conduits entering service entrance equipment (meter bases, service disconnects, etc.) and ground wire from bushing to ground bus in the respective service entrance equipment.

7. The equipment ground wire from equipment shall not be smaller than allowed by 2005 NEC Table 250-122 "Minimum Size Conductors or Grounding Raceway and Equipment." All equipment ground wires shall be copper either bare or insulated green in color. Where the equipment grounding conductors are insulated, they shall be identified by the color green and shall be the same insulation type as the phase conductors.
8. Install grounding electrode conductors (for example ground wires connected to a ground rod) in Schedule 40 PVC conduit. Where grounding electrode conductors or individual ground conductors are run in PVC conduit, Do Not completely encircle conduit with ferrous and/or magnetic materials. Use non-metallic reinforced fiberglass strut support. Where metal conduit clamps are installed, use nylon bolts, nuts, washers and spacers to interrupt a complete metallic path from encircling the conduit.
9. If local codes dictate that individual grounding conductors must be run in metal conduit or raceway, then the conduit or raceway must be bonded at each end of the run with a bonding jumper sized equal to the individual grounding conductor or as required by 2005 NEC 250-102. (*Note, the use of metallic conduit for an individual grounding conductor must be approved by the Engineer*). Note this does not apply to AC equipment grounding conductors run with AC circuits.
10. Bond the main electrical service neutral to ground at the main service disconnect. Bond the service neutral to ground at one location only per the National Electrical Code. A grounding connection shall not be made to any neutral circuit conductor on the load side of the service disconnecting means, except as permitted by 2005 NEC 250-24.
11. All exterior metal conduit, where not electrically continuous because of non-metallic junction boxes, etc., shall be bonded to all other metal conduit in the respective duct run, and at each end, with a copper bonding jumper sized in conformance with 2005 NEC 250-102. Where metal conduits terminate in an enclosure where there is not electrical continuity with the conduit and the respective enclosure, provide a bonding jumper from the respective enclosure ground bus to the conduit sized per 2005 NEC 250-102.
12. Adjust lighting fixtures to achieve aiming of fixtures per Landscape requirements at night time to the satisfaction of the Engineer.

D. METHOD OF MEASUREMENT

1. The electric work for lighting to be paid for under this item shall consist of the complete installation of the electric service including all conduits, conductors, grounding, light fixtures, equipment, supports, labor, tools, connections,

coordination, and other incidentals as required to provide a complete and operational electrical system, and approved by the Engineer.

E. BASIS OF PAYMENT

1. Payment will be made at the contract lump sum price for completed ELECTRICAL WORK COMPLETE – SCENIC VISTA, ELECTRICAL WORK COMPLETE – GATEWAY MONUMENT and shall include all conduits, conductors, grounding, light fixtures, wiring devices, equipment, supports, labor, tools, connections, coordination, and other incidentals as necessary to complete this item.

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

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

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

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

CITY OF DEKALB

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

CEMENT (BDE)

Effective: January 1, 2007.

Revised: November 1, 2007

Revise Section 1001 of the Standard Specifications to read:

"SECTION 1001. CEMENT

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

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

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

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

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

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

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

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

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

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

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type I(SM) slag-modified portland cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

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

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.

- (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
- (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
- (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.

- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al_2O_3), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO_3), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

1001.02 Uniformity of Color. Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.

1001.03 Mixing Brands and Types. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.

1001.04 Storage. Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

80166

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: January 1, 2007

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.

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

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of

DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 3 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

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

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

project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

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

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show

that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

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

ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

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

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

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

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

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

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

DOWEL BARS (BDE)

Effective: April 1, 2007

Revised: January 1, 2008

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

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

80178

EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Revised: January 2, 2008

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

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

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

“(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.

- a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the “Equipment Watch Rental Rate Blue Book” (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

$$\text{FHWA hourly rate} = (\text{monthly rate}/176) \times (\text{model year adj.}) \times (\text{Illinois adj.}) + \text{EOC}$$

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

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

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

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

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

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

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

80189

EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007

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

“(a) Erosion and Sediment Control Deficiency Deduction. When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the deficiency. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for Construction Site Activities. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

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

80180

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

Effective: April 1, 2007

Revised: April 1, 2008

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

"Parameter	Frequency of Tests	Frequency of Tests	Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	
VMA Note 5.	Day's production ≥ 1200 tons: 1 per half day of production	N/A	Illinois-Modified AASHTO R 35
	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

Note 5. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design."

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

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

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

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

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

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

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

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

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

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

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

1/ Based on washed ignition."

80181

HOT-MIX ASPHALT – PLANT TEST FREQUENCY (BDE)

Effective: April 1, 2008

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

"Parameter	Frequency of Tests	Frequency of Tests	Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	
<p>Aggregate Gradation</p> <p>Hot bins for batch and continuous plants.</p> <p>Individual cold-feed or combined belt-feed for drier drum plants.</p> <p>% passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm)</p> <p>Note 1.</p>	<p>1 dry gradation per day of production (either morning or afternoon sample). and 1 washed ignition oven test on the mix per day of production (conduct in the afternoon if dry gradation is conducted in the morning or vice versa).</p> <p>Note 3. Note 4.</p>	<p>1 gradation per day of production.</p> <p>The first day of production shall be a washed ignition oven test on the mix. Thereafter, the testing shall alternate between dry gradation and washed ignition oven test on the mix.</p> <p>Note 4.</p>	<p>Illinois Procedure</p>
<p>Asphalt Binder Content by Ignition Oven</p> <p>Note 2.</p>	<p>1 per half day of production</p>	<p>1 per day</p>	<p>Illinois-Modified AASHTO T 308</p>
<p>Air Voids</p> <p>Bulk Specific Gravity of Gyrotory Sample</p>	<p>Day's production \geq 1200 tons: 1 per half day of production</p> <p>Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)</p>	<p>1 per day</p>	<p>Illinois-Modified AASHTO T 312</p>

"Parameter	Frequency of Tests	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture Low ESAL Mixture		
Maximum Specific Gravity of Mixture	Day's production \geq 1200 tons: 1 per half day of production	1 per day	Illinois-Modified AASHTO T 209"
	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

80201

HOT-MIX ASPHALT – TRANSPORTATION (BDE)

Effective: April 1, 2008 .

Revise Article 1030.08 of the Standard Specifications to read:

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

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

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

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

80202

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

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

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

80022

PORTLAND CEMENT CONCRETE PLANTS (BDE)

Effective: January 1, 2007

Add the following to Article 1020.11(a) of the Standard Specifications.

- "(9) Use of Multiple Plants in the Same Construction Item. The Contractor may simultaneously use central-mixed, truck-mixed, and shrink-mixed concrete from more than one plant, for the same construction item, on the same day, and in the same pour. However, the following criteria shall be met.
- a. Each plant shall use the same cement, finely divided minerals, aggregates, admixtures, and fibers.
 - b. Each plant shall use the same mix design. However, material proportions may be altered slightly in the field to meet slump and air content criteria. Field water adjustments shall not result in a difference that exceeds 0.02 between plants for water/cement ratio. The required cement factor for central-mixed concrete shall be increased to match truck-mixed or shrink-mixed concrete, if the latter two types of mixed concrete are used in the same pour.
 - c. The maximum slump difference between deliveries of concrete shall be 3/4 in. (19 mm) when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the slump difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for slump by the Contractor. Thereafter, when a specified test frequency for slump is to be performed, it shall be conducted for each plant at the same time.
 - d. The maximum air content difference between deliveries of concrete shall be 1.5 percent when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the air content difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for air content by the Contractor. Thereafter, when a specified test frequency for air content is to be performed, it shall be conducted for each plant at the same time.
 - e. Strength tests shall be performed and taken at the jobsite for each plant. When a specified strength test is to be performed, it shall be conducted for each plant at the same time. The difference between plants for their mean strength shall not exceed 450 psi (3100 kPa) compressive and 80 psi (550 kPa) flexural. The strength standard deviation for each plant shall not exceed 650 psi (4480 kPa) compressive and 110 psi (760 kPa) flexural. The mean and standard deviation requirements shall apply to the test of record. If the strength difference requirements are exceeded, the Contractor shall take corrective action.

- f. The maximum haul time difference between deliveries of concrete shall be 15 minutes. If the difference is exceeded, but haul time is within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and check subsequent deliveries of concrete until the haul time difference is corrected."

80170

RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007

Revised: August 1, 2007

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

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT

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

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

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

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

inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 3/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 3/8 in. (9.5 mm) or smaller screen. Conglomerate 3/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

- (d) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (e) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

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

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

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

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

- (a) Testing Conglomerate 3/8. In addition to the requirements above, conglomerate 3/8 RAP shall be tested for maximum theoretical specific gravity (G_{mm}) at a frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

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

Parameter	Homogeneous / Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		± 5 %
1/2 in. (12.5 mm)	± 8 %	± 15 %
No. 4 (4.75 mm)	± 6 %	± 13 %
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	± 5 %	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	± 0.4 % ^{1/}	± 0.5 %
G_{mm}	± 0.02 ^{2/}	

1/ The tolerance for conglomerate 3/8 shall be ± 0.3 %.

2/ Applies only to conglomerate 3/8. When variation of the G_{mm} exceeds the ± 0.02 tolerance, a new conglomerate 3/8 stockpile shall be created which will also require an additional mix design.

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

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

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

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

- (d) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

1031.05 Use of RAP in HMA. The use of RAP in HMA shall be as follows.

- (a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- (c) Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be either homogeneous or conglomerate 3/8, in which the coarse aggregate is Class B quality or better.
- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be homogeneous, conglomerate 5/8, or conglomerate 3/8, in which the coarse aggregate is Class C quality or better.
- (e) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate 5/8, conglomerate 3/8, or conglomerate DQ.
- (f) The use of RAP shall be a contractor's option when constructing HMA in all contracts. When the contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table for a given N Design.

Max RAP Percentage

HMA MIXTURES ^{1/, 3/}	MAXIMUM % RAP		
	Ndesign	Binder/Leveling Binder	Surface
30	30	30	10
50	25	15	10
70	15 / 25 ^{2/}	10 / 15 ^{2/}	10
90	10	10	10
105	10	10	10

1/ For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.

2/ Value of Max % RAP if 3/8 RAP is utilized.

- 3/ When RAP exceeds 20%, the high & low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25% RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

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

RAP designs shall be submitted for volumetric verification. If additional RAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

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

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

If the RAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design. When producing mixtures containing conglomerate 3/8 RAP, a positive dust control system shall be utilized.

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

(a) Dryer Drum Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.
- (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- (4) Accumulated dry weight of RAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

- (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.
- (8) Aggregate and RAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP are printed in wet condition.)

(b) Batch Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.
- (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- (4) Mineral filler weight to the nearest pound (kilogram).
- (5) RAP weight to the nearest pound (kilogram).
- (6) Virgin asphalt binder weight to the nearest pound (kilogram).
- (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.

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

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

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

80172

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

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

"At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange.

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

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

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

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

"The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

80183

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: January 2, 2008

Revise Article 1006.10(a) of the Standard Specifications to read:

" (a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and/or Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.

(1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.

- a. For straight bars furnished in cut lengths and with a well-defined yield point, the yield point shall be determined as the elastic peak load, identified by a halt or arrest of the load indicator before plastic flow is sustained by the bar and dividing it by the nominal cross-sectional area of the bar.
- b. For bars without a well-defined yield point, including bars straightened from coils, the yield strength shall be determined by taking the corresponding load at 0.005 strain as measured by an extensometer (0.5% elongation under load) and dividing it by the nominal cross-sectional area of the bar.
- c. For bars straightened from coils or bars bent from fabrication, there shall be no upper limit on yield strength; and for bar designation Nos. 3 - 6 (10 - 19), the elongation after rupture shall be at least 9%.
- d. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
- e. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
- f. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.

(2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.

- a. Certification. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list.
- b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
- c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

80151

SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)

Effective: November 1, 2005

Revised: January 1, 2007

Definition. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for cast-in-place concrete construction items involving Class MS, DS, and SI concrete.

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

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

- (a) The cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m). The cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used.
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

80152

SILT FILTER FENCE (BDE)

Effective: January 1, 2008

For silt filter fence fabric only, revise Article 1080.02 of the Standard Specifications to read:

"1080.02 Geotextile Fabric. The fabric for silt filter fence shall be a woven fabric meeting the requirements of AASHTO M 288 for unsupported silt fence with less than 50 percent geotextile elongation."

Replace the last sentence of Article 1081.15(b) of the Standard Specifications with the following:

"Silt filter fence stakes shall be a minimum of 4 ft (1.2 m) long and made of either wood or metal. Wood stakes shall be 2 in. x 2 in. (50 mm x 50 mm). Metal stakes shall be a standard T or U shape having a minimum weight (mass) of 1.32 lb/ft (600 g/300 mm)."

80197

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

80143

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

Revised: January 1, 2008

Revise the third paragraph of Article 280.03 of the Standard Specifications to read:

"Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil disturbing activities at each area. These offsite systems shall be designed by the Contractor and be subject to the approval of the Engineer."

Add the following paragraph after the third paragraph of Article 280.03 of the Standard Specifications:

"The temporary erosion and sediment control systems shown on the plans represent the minimum systems anticipated for the project. Conditions created by the Contractor's operations, or for the Contractor's convenience, which are not covered by the plans, shall be protected as directed by the Engineer at no additional cost to the Department. Revisions or modifications of the erosion and sediment control systems shall have the Engineer's written approval."

Add the following paragraph after the ninth paragraph of Article 280.07 of the Standard Specifications:

"Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment."

Delete the tenth (last) paragraph of Article 280.08 of the Standard Specifications.

80087

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

	Page
I. General	1
II. Nondiscrimination	1
III. Nonsegregated Facilities	3
IV. Payment of Predetermined Minimum Wage.....	3
V. Statements and Payrolls	6
VI. Record of Materials, Supplies, and Labor.....	7
VIII. Safety: Accident Prevention	7
IX. False Statements Concerning Highway Projects.....	7
X. Implementation of Clean Air Act and Federal Water Pollution Control Act	8
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	8
XII. Certification Regarding Use of Contract Funds for Lobbying	9

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4 and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or quailifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall, upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractors' own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

“Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.”

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.state.il.us/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

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