# **BID PROPOSAL INSTRUCTIONS**

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

## PREQUALIFICATION

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

# WHO CAN BID ?

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

# **REQUESTS FOR AUTHORIZATION TO BID**

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

# WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

# ABOUT AUTHORIZATION TO BID

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

# ADDENDA AND REVISIONS

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

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

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

# IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

Addenda questions may be directed to the Contracts Office at (217)782-7806 or DOT.DE-Contracts@Illlinois.gov

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

### STANDARD GUIDELINES FOR SUBMITTING PAPER BIDS

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

#### **BID SUBMITTAL CHECKLIST**

- Cover page (the sheet that has the item number on it) This should be the first page of your bid proposal, followed by your bid (the Schedule of Prices/Pay Items). If you are using special software or CBID to generate your schedule of prices, <u>do</u> not include the blank pages of the schedule of prices that came with the proposal package.
- Page 4 (Item 9) Check "YES" if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank.
- After page 4 Insert the following documents: Cost Adjustments for Steel, Bituminous and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don't know where it goes, put it after page 4.
- **Page 10 (Paragraph J)** Check "YES" or "NO" whether your company has any business in Iran.
- Page 10 (Paragraph K) (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category. Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.

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

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

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

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

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

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

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

Disadvantaged Business Utilization Plan and/or Good Faith Effort – Do Not Submit with Bid The bidder shall submit a Disadvantaged Business Utilization Plan on completed Department forms SBE 2025 and 2026. (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting. (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to DOT.DBE.UP@illinois.gov or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation Bureau of Small Business Enterprises Contract Compliance Section 2300 South Dirksen Parkway, Room 319 Springfield, Illinois 62764

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

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

#### **QUESTIONS:** pre-letting up to execution of the contract

Contractor pre-qualification	. 217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE)	. 217-785-4611
Contracts, Bids, Letting process or Internet downloads	. 217-782-7806
Estimates Unit	. 217-785-3483
Aeronautics	. 217-785-8515
IDNR (Land Reclamation, Water Resources, Natural Resources)	. 217-782-6302

#### **QUESTIONS:** following contract execution

Subcontractor documentation, payments	217-782-3413
Railroad Insurance	

Proposal Submitted By



Name

Address

City

# Letting September 16, 2016

# NOTICE TO PROSPECTIVE BIDDERS

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

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL** 

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



Springfield, Illinois 62764

Contract No. 89676 PEORIA County Section 13-00049-01-BR Route FAS 389 (Lancaster Road) Project BRS-0389(105) District 4 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included

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

Prepared by

Checked by

(Printed by authority of the State of Illinois)

F

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# 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. 89676 PEORIA County Section 13-00049-01-BR Project BRS-0389(105) Route FAS 389 (Lancaster Road) District 4 Construction Funds

# Replace the bridge carrying Lancaster Road over Lamarsh Creek, located 0.60 miles east of Harkers Corner Road.

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

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

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

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

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

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

#### Attach Cashier's Check or Certified Check Here

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

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

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

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

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

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

#### Schedule of Combination Bids

Combination		Combination B	id
No.	Sections Included in Combination	Dollars	Cents

- 7. SCHEDULE OF PRICES. The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices will govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
- 8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to transact business or conduct affairs in the State of Illinois prior to submitting the bid.
- 9. EXECUTION OF CONTRACT: The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.
- 10. The services of a subcontractor will be used.

Check box Yes Check box No

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

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	RNISHED EXCAVATION	cu YD	6,050.000 X	
080015	TRENCH BACKFILL	cu YD	1,012.000 X	
110161	TOPSOIL F & P 4		8,226.000 X	
500011	SEEDING CL 1A	CR	0.250 X	
500030	SEEDING CL 3	0	4.000 X	
	NITROGEN FERT NUTR	POUND	363.000 X	
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500060	POTASSIUM FERT NUTR	POUND	363.000 X	
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NOTE:

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

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

#### I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

#### **II. ASSURANCES**

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

#### A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

#### B. Negotiations

Section 50-15. Negotiations.

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

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

#### C. Inducements

Section 50-25. Inducement.

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

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

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

Section 50-30. Revolving door prohibition.

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

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

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

Section 50-40. Reporting anticompetitive practices.

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

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

#### F. Confidentiality

Section 50-45. Confidentiality.

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

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

#### G. Insider Information

Section 50-50. Insider information.

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

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

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

#### **III. CERTIFICATIONS**

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

#### A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### B. Felons

Section 50-10. Felons.

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

#### C. Debt Delinquency

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

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

#### D. Prohibited Bidders, Contractors and Subcontractors

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

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

#### E. Section 42 of the Environmental Protection Act

Section 50-14 Environmental Protection Act violations.

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

#### F. Educational Loan

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

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

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

#### G. Bid-Rigging/Bid Rotating

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

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

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

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

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

#### H. International Anti-Boycott

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

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

#### I. Drug Free Workplace

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

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

#### J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

/\_\_\_/ Company has no business operations in Iran to disclose.

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

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

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

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

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

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

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

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

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

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

#### M. Lobbyist Disclosure

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

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

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

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

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

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

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

Or

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

Name and address of person:

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

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

#### **IV. DISCLOSURES**

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

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

#### B. Financial Interests and Conflicts of Interest

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

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

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

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

#### C. Disclosure Form Instructions

#### Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

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

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

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

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

# DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

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

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

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

Yes \_\_\_ No \_\_\_

Yes No

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

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

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

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

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

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

Yes <u>No</u>

### 3. Communication Disclosure.

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

Name and address of person(s):

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

Name of person(s):

Nature of disclosure:

#### **APPLICABLE STATEMENT**

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

Completed by:

Signature of Individual or Authorized Representative

Date

	NOT APPLICABLE STATEMENT								
Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.									
This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.									
	Signature of Authorized Representative	Date							

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

# **ILLINOIS DEPARTMENT OF TRANSPORTATION**

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

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

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

# DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

# THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative	Date

# **OWNERSHIP CERTIFICATION**

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

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

🗌 Yes 🗌 No	□ N/A (Form A disclosure(s) established 100% ownership	)
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## SPECIAL NOTICE TO CONTRACTORS

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

### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

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



## Contract No. 89676 **PEORIA County** Section 13-00049-01-BR Project BRS-0389(105) Route FAS 389 (Lancaster Road) **District 4 Construction Funds**

#### **PART I. IDENTIFICATION**

Dept. of Human Rights # Duration of Project:

Name of Bidder:

#### PART II. WORKFORCE PROJECTION

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

TOTAL Workforce Projection for Contract													CURRENT EMPLOYEES TO BE ASSIGNED						
				MIN	ORITY I	EMPLC	YEES	6		TRA	AINEES		TO CONTRACT						
JOB		TAL						THER	APP			HE JOB		TOTAL				MINO	
CATEGORIES	EMPLO M	OYEES F	M M	ACK F	HISP/ M	ANIC	MIL	NOR. F	TIC M	F	I RA M	INEES F	EMPL M	OYEES F		EMPLC M	F		
OFFICIALS (MANAGERS)		•		•				•											
SUPERVISORS																			
FOREMEN																			
CLERICAL																			
EQUIPMENT OPERATORS																			
MECHANICS																			
TRUCK DRIVERS																			
IRONWORKERS																			
CARPENTERS																			
CEMENT MASONS																			
ELECTRICIANS																			
PIPEFITTERS, PLUMBERS																			
PAINTERS																			
LABORERS, SEMI-SKILLED																			
LABORERS, UNSKILLED																			
TOTAL																			
				, -							Γ	FOF	PARTM	IENT USE		ILY			
		aining Pro	pjectio	n for C	ontract		*^		4			. 01	 						
EMPLOYEES		TAL						THER											

TOTAL Training Projection for Contract								
EMPLOYEES	TOTAL				*OTHER			
IN	EMPLOYEES		BLACK		HISPANIC		MINOR.	
TRAINING	М	F	М	F	М	F	М	F
APPRENTICES								
ON THE JOB								
TRAINEES								
*0	فأمره مراجع والم	ine eve defi	and an	A /	A) an blat		anna (NI	

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

BC 1256 (Rev. 12/11/07)

Note: See instructions on page 2

Contract No. 89676 PEORIA County Section 13-00049-01-BR Project BRS-0389(105) Route FAS 389 (Lancaster Road) District 4 Construction Funds

#### PART II. WORKFORCE PROJECTION - continued

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

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

office or base of operation is located.

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

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

### PART III. AFFIRMATIVE ACTION PLAN

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

Company \_\_\_\_\_

Telephone Number \_\_\_\_\_

Address	

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

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

# **ADDITIONAL FEDERAL REQUIREMENTS**

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

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

#### Contract No. 89676 PEORIA County Section 13-00049-01-BR Project BRS-0389(105) Route FAS 389 (Lancaster Road) District 4 Construction Funds

#### PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Business Address	
	Firm Name	
(IF A CO-PARTNERSHIP)		
		Name and Address of All Members of the Firm:
	Corporate Name	
	Ву	Cinesture of Authorized Bennesentative
(IF A CORPORATION)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)		Signature
	Corporate Name	
(IF A JOINT VENTURE)	Ву	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	
		Signature
	Business Address	



**Return with Bid** 

# Division of Highways Annual Proposal Bid Bond

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

and shall be valid until

11:59 PM (CDST).

KNOW ALL PERSONS BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

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

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

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

Electronic Bid Bond ID #

Company/Bidder Name

Signature and Title

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



# **Division of Highways Proposal Bid Bond**

Item No.

Letting Date

KNOW ALL PERSONS BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

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

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

Electronic Bid Bond ID #

Signature and Title



#### (1) Policy

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

#### (2) Obligation

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

#### (3) Project and Bid Identification

Complete the following information concerning the project and bid:

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

#### (4) Assurance

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

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

Disadvantaged Business Participation \_\_\_\_\_ percent

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

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

Disadvantaged Business Participation \_\_\_\_\_ percent

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

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

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



**DBE Participation Statement** 

Subcontractor Reg	istration Number
-------------------	------------------

#### **Participation Statement**

Item No.

Letting

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

#### (2) Work:

(1) Instructions

Please indicat	e: J/V Manufacturer Supplier (60%)	Subcont	tractor	Trucking
Pay Item No.	Description (Anticipated items for trucking)*	Quantity	Unit Price	Total
			Total	

(3) Partial Payment Items (For any of the above items which are partial pay items)

Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount: \*Applies to trucking only

#### (4) Commitment

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

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

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

Signature for Contractor 1 <sup>st</sup> Tier 2 <sup>nd</sup> Tier	Signature for DBE Firm1 <sup>st</sup> Tier2 <sup>nd</sup> Tier
Date	Date
Contact Person	Contact Person
Title	Title
Firm Name	Firm Name
Address	Address
City/State/Zip	City/State/Zip
Phone	Phone
Email Address	Email Address
	E
The Department of Transportation is very estimation displaying of information that is approximate a second list the se	WC

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

# **PROPOSAL ENVELOPE**



# PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:	
Address:	
Phone No.	

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

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

# **NOTICE**

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

# **CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS**

# NOTICE

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

Contract No. 89676 PEORIA County Section 13-00049-01-BR Project BRS-0389(105) Route FAS 389 (Lancaster Road) District 4 Construction Funds



# SUBCONTRACTOR DOCUMENTATION

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

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

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

#### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### B. Felons

Section 50-10. Felons.

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

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

#### C. Debt Delinguency

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

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

#### D. Prohibited Bidders, Contractors and Subcontractors

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

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

#### E. Section 42 of the Environmental Protection Act

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

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

 Name of Subcontracting Company

 Authorized Officer
 Date

#### SUBCONTRACTOR DISCLOSURES

#### I. DISCLOSURES

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

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

#### B. Financial Interests and Conflicts of Interest

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

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

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

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

#### C. Disclosure Form Instructions

#### Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

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

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

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

# ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

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

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

#### DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

Yes No

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

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

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

Yes No

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

Yes <u>No</u>

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

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

Yes <u>No</u>

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

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

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

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

Yes <u>No</u>

#### 3 Communication Disclosure.

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

Name and address of person(s): \_\_\_\_\_

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

Name of pers	on(s):	
Nature of disc	losure:	
	APPLICABLE STATEMENT	
	n A is submitted on behalf of the INDIVIDUAL name ertify the contents of this disclosure to be true and	
Completed by:		
_	Signature of Individual or Authorized Officer	Date
	NOT APPLICABLE STATEMENT	
	ury, I have determined that no individuals associa d require the completion of this Form A.	ted with this organization meet
This Disclosure For	A is submitted on behalf of the SUBCONTRACTO	R listed on the previous page.
	Signature of Authorized Officer	Date

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

ail Address	Fax Number (if available)
1	ail Address

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

#### DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

### THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Officer	Date

# **OWNERSHIP CERTIFICATION**

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

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

🗌 Yes	🗌 No	□ N/A (Form A disclosure(s) established 100% ownership)
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# **NOTICE TO BIDDERS**



- TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.mSeptember 16, 2016. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after 10:00 a.m.
- 2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 89676 PEORIA County Section 13-00049-01-BR Project BRS-0389(105) Route FAS 389 (Lancaster Road) District 4 Construction Funds

Replace the bridge carrying Lancaster Road over Lamarsh Creek, located 0.60 miles east of Harkers Corner Road.

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

By Order of the Illinois Department of Transportation

Randall S. Blankenhorn, Secretary

#### CONTRACT 89676

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#### INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted April 1, 2016

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

No ERRATA this year.

#### SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

#### CHECK SHEET FOR RECURRING SPECIAL PROVISIONS

## Adopted April 1, 2016

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

# RECURRING SPECIAL PROVISIONS

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7		Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	27
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10	Х	Construction Layout Stakes	32
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31		Preventive Maintenance – Slurry Seal	115
32		Temporary Raised Pavement Markers	125
33		Restoring Bridge Approach Pavements Using High-Density Foam	126

#### CHECK SHEET FOR LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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

#### LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

CHECK SHEET # PAGE NO.
LRS 1 Reserved
LRS 2   Furnished Excavation 131
LRS 3 🛛 Work Zone Traffic Control Surveillance 132
LRS 4 Selection Flaggers in Work Zones
LRS 5 Contract Claims
LRS 6 Bidding Requirements and Conditions for Contract Proposals
LRS 7 Didding Requirements and Conditions for Material Proposals
LRS 8 Reserved
LRS 9 Dituminous Surface Treatments 148
LRS 10 Reserved
LRS 11 Employment Practices 150
LRS 12 Wages of Employees on Public Works 152
LRS 13 Selection of Labor 154
LRS 14 Deving Brick and Concrete Paver Pavements and Sidewalks
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LR # LR SD12 LR SD13 LR 107-2 LR 107-4 LR 108 LR 109 LR 212 LR 355-1	<u>Pg #</u> 88	Special Provision Title Slab Movement Detection Device Required Cold Milled Surface Texture Railroad Protective Liability Insurance for Local Lettings Insurance Combination Bids Equipment Rental Rates Shaping Roadway	Effective Nov. 11, 1984 Nov. 1, 1987 Mar. 1, 2005 Feb. 1, 2007 Jan. 1, 1994 Jan. 1, 2012 Aug. 1, 1969	Revised Jan. 1, 2007 Jan. 1, 2007 Jan. 1, 2006 Aug. 1, 2007 Mar. 1, 2005 Jan. 1, 2002
LR 355-2 LR 400-1 LR 400-2 LR 400-3		Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix Bituminous Stabilized Base Course, Plant Mix Bituminous Treated Earth Surface Bituminous Surface Plant Mix (Class B) Hot In-Place Recycling (HIR) – Surface Recycling	Oct. 1, 1973 Feb. 20, 1963 Jan. 1, 2007 Jan. 1, 2008 Jan. 1, 2012	Jan. 1, 2007 Jan. 1, 2007 Apr. 1, 2012
LR 400-4 LR 400-5 LR 400-6 LR 400-7 LR 402		Full-Depth Reclamation (FDR) with Emulsified Asphalt Cold In-Place Recycling (CIR) With Emulsified Asphalt Cold In Place Recycling (CIR) with Foamed Asphalt Full-Depth Reclamation (FDR) with Foamed Asphalt Salt Stabilized Surface Course	Apr. 1, 2012 Apr. 1, 2012 June 1, 2012 June 1, 2012 Feb. 20, 1963	Jun. 1, 2012 Jun. 1, 2012 Jan. 1, 2007
LR 403-1		Surface Profile Milling of Existing, Recycled or Reclaimed Flexible Pavement	Apr. 1, 2012	Jun. 1, 2012
LR 403-2 LR 406 LR 420 LR 442 LR 451 LR 503-1 LR 503-2 LR 542		Bituminous Hot Mix Sand Seal Coat Filling HMA Core Holes with Non-shrink Grout PCC Pavement (Special) Bituminous Patching Mixtures for Maintenance Use Crack Filling Bituminous Pavement with Fiber-Asphalt Furnishing Class SI Concrete Furnishing Class SI Concrete (Short Load) Pipe Culverts, Type (Furnished)	Aug. 1, 1969 Jan. 1, 2008 May 12, 1964 Jan. 1, 2004 Oct. 1, 1991 Oct. 1, 1973 Jan. 1, 1989 Sep. 1, 1964	Jan. 1, 2007 Jan. 2, 2007 Jun. 1, 2007 Jan. 1, 2007 Jan. 1, 2002 Jan. 1, 2002 Jan. 1, 2007
LR 663 LR 702		Calcium Chloride Applied Construction and Maintenance Signs	Jun. 1, 1958 Jan. 1, 2004	Jan. 1, 2007 Jun. 1, 2007
LR 1000-1 LR 1000-2		Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures Cold In-Place Recycling (CIR) and Full Depth Reclamation	Apr. 1, 2012 June 1, 2012	Jun. 1, 2012
LR 1004 LR 1030 LR 1032-1 LR 1102		(FDR) with Foamed Asphalt Mix Design Procedures Coarse Aggregate for Bituminous Surface Treatment Growth Curve Emulsified Asphalts Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2002 Mar. 1, 2008 Jan. 1, 2007 Jan. 1, 2007	Jan. 1, 2007 Jan. 1, 2010 Feb. 7, 2008

## **BDE SPECIAL PROVISIONS**

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

<u>File</u> Name	<u>Pg.</u>		Special Provision Title	Effective	Revised
80099		<u> </u>	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274			Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192			Automated Flagger Assistance Device	Jan. 1, 2008	
80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
80241			Bridge Demolition Debris	July 1, 2009	
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
* 80366	89	X		July 1, 2016	
80360	90	X	Coarse Aggregate Quality	July 1, 2015	
80198			Completion Date (via calendar days)	April 1, 2008	
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
* 80293		Gestrated	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5	April 1, 2012	July 1, 2016
			Feet		
80311			Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80277	92	Х	Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
80261			Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
* 80029	93	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	July 2, 2016
80363	104	Х	Engineer's Field Office	April 1, 2016	
80358	105	Х	Equal Employment Opportunity	April 1, 2015	
80364	109	X	Errata for the 2016 Standard Specifications	April 1, 2016	
80229			Fuel Cost Adjustment	April 1, 2009	July 1, 2015
80304	113	X	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	116	X		Jan. 1, 2010	April 1, 2016
80347			Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	April 1, 2016
* 80367			Light Poles	July 1, 2016	
* 80368			Light Tower	July 1, 2016	
80336			Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
* 80369		120660	Mast Arm Assembly and Pole	July 1, 2016	
80045		·	Material Transfer Device	June 15, 1999	Aug. 1, 2014
80342			TMechanical Side Tie Bar Inserter	Aug. 1, 2014	April 1, 2016
* 80370			Mechanical Splicers	July 1, 2016	
80165	181-194 PU-2774-2004	1	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80361			Overhead Sign Structures Certification of Metal Fabricator	Nov. 1, 2015	April 1, 2016
80349			Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
* 80371			Pavement Marking Removal	July 1, 2016	
80298			Pavement Marking Tape Type IV	April 1, 2012	April 1, 2016
80365			Pedestrian Push-Button	April 1, 2016	
* 80372			Preventive Maintenance – Bituminous Surface Treatment (A-1)	Jan. 1, 2009	July 1, 2016
* 80373		0.000	Preventive Maintenance – Cape Seal	Jan. 1, 2009	
* 80374			Preventive Maintenance – Micro-Surfacing	Jan, 1, 2009	July 1, 2016
* 80375			Preventive Maintenance – Slurry Seal	Jan. 1, 2009	July 1, 2016
* 80359	117	X	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	
80353			Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2016

80338			Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	April 1, 2016
80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
80328	119	Х	Progress Payments	Nov. 2, 2013	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	120	Х	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt	Nov. 1, 2012	April 1, 2016
			Shingles (RAS)		
80340			Speed Display Trailer	April 2, 2014	April 1, 2016
80127			Steel Cost Adjustment	April 2, 2004	July 1, 2015
80362	130	Х	Steel Slag in Trench Backfill	Jan. 1, 2016	
80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016
80355	131	Х	Temporary Concrete Barrier	Jan. 1, 2015	July 1, 2015
20338	133	Х	Training Special Provisions	Oct. 15, 1975	
80318			Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80288			Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	136	Х	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071			] Working Days	Jan. 1, 2002	

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

<u>File</u> <u>Name</u>	Special Provision Title	New Location	Effective	<b>Revised</b>
80240	Above Grade Inlet Protection	Articles 280.02, 280.04, and 1081.15	July 1, 2009	Jan. 1, 2012
80310	Coated Galvanized Steel Conduit	Articles 811.03	Jan. 1, 2013	Jan. 1, 2015
80341	Coated Nonmetallic Conduit	Article 1088.01	Aug. 1, 2014	Jan. 1, 2015
80294	Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees With Design Fills > 5 Feet	Article 540.04	April 1, 2012	April 1, 2014
80334	Concrete Gutter, Curb, Median, and Paved Ditch	Articles 606.02, 606.07, and 1050.04	April , 2014	Aug. 1, 2014
80335	Contract Claims	Article 109.09	April 1, 2014	
Chk Sht #27	English Substitution of Metric Reinforcement Bars	Article 508.09	April 1, 1996	Jan. 1, 2011
80265	Friction Aggregate	Articles 1004.01 and 1004.03	Jan. 1, 2011	Nov. 1, 2014
80329	Glare Screen	Sections 638 and 1085	Jan. 1, 2014	
Chk Sht #20	Guardrail and Barrier Wall Delineation	Sections 635, 725, 782, and 1097	Dec. 15, 1993	Jan. 1, 2012
80322	Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Sections 312, 355, 406, 407, 442, 482, 601, 1003, 1004, 1030, and 1102	Nov. 1, 2013	Nov. 1, 2014
80323	Hot-Mix Asphalt – Mixture Design Verification and Production	Sections 406, 1030, and 1102	Nov. 1, 2013	Nov. 1, 2014
80348	Hot-Mix Asphalt – Prime Coat	Sections 403, 406, 407, 408, 1032, and 1102	Nov. 1, 2014	
80315	Insertion Lining of Culverts	Sections 543 and 1029	Jan. 1, 2013	Nov. 1, 2013
80351	Light Tower	Article 1069.08	Jan. 1, 2015	
80324	LRFD Pipe Culvert Burial Tables	Sections 542 and 1040	Nov. 1, 2013	April 1, 2015
80325	LRFD Storm Sewer Burial Tables	Sections 550 and 1040	Nov. 1, 2013	April 1, 2015
80337	Paved Shoulder Removal	Article 440.07	April 1, 2014	
80254	Pavement Patching	Article 701.17	Jan. 1, 2010	
80352	Pavement Striping – Symbols	Article 780.14	Jan. 1, 2015	
Chk Sht #19	Pipe Underdrains	Section 601 and Articles 1003.01, 1003.04, 1004.05, 1040.06, and 1080.05	Sept. 9, 1987	Jan. 1, 2007

<u>File</u> Name	Special Provision Title	New Location	<b>Effective</b>	<u>Revised</u>
80343	Precast Concrete Handhole	Articles 814.02, 814.03, and 1042.17	Aug. 1, 2014	
80350	Retroreflective Sheeting for Highway Signs	Article 1091.03	Nov. 1, 2014	
80327	Reinforcement Bars	Section 508 and Articles 421.04, 442.06, 1006.10	Nov. 1, 2013	
80344	Rigid Metal Conduit	Article 1088.01	Aug. 1, 2014	
80354	Sidewalk, Corner, or Crosswalk Closure	Article 1106.02	Jan. 1, 2015	April 1, 2015
80301	Tracking the Use of Pesticides	Article 107.23	Aug. 1, 2012	
80356	Traffic Barrier Terminals Type 6 or 6B	Article 631.02	Jan. 1, 2015	
80345	Underpass Luminaire	Articles 821.06 and 1067.04	Aug. 1, 2014	April 1, 2015
80354	Urban Half Road Closure with Mountable Median	Articles 701.18, 701.19, and	lon 1 2015	July 1, 2015
00304	orban mail Road Closure with Mountable Median	701.20	Jan. 1, 2015	July 1, 2015
80346	Waterway Obstruction Warning Luminaire	Article 1067.07	Aug. 1, 2014	April 1, 2015

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

- Bridge Demolition Debris . Building Removal-Case I
- Building Removal-Case IV •
- Completion Date •
- Building Removal-Case II .

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- Building Removal-Case III ٠
- Completion Date Plus Working Days ٠
- DBE Participation •

- Material Transfer Device .
- Railroad Protective Liability Insurance .
- Training Special Provisions •
- Working Days ٠

# GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: July 29, 2016 Letting

<u>Pg</u> #	V	File Name	Title	Effective	Revised
<u> </u>		GBSP 4	Polymer Modified Portland Cement Mortar	June 7, 1994	Apr 1, 2016
		GBSP 12	Drainage System	June 10, 1994	Jun 24, 2015
		GBSP 13	High-Load Multi-Rotational Bearings	Oct 13, 1988	Apr 1, 2016
		GBSP 14	Jack and Remove Existing Bearings	April 20, 1994	Jan 1, 2007
		GBSP 15	Three Sided Precast Concrete Structure	July 12, 1994	Dec 29, 2014
		GBSP 16	Jacking Existing Superstructure	Jan 11, 1993	Jan 1, 2007
		GBSP 17	Bonded Preformed Joint Seal	July 12, 1994	Jan 1, 2007
		GBSP 18	Modular Expansion Joint	May 19, 1994	Dec 29, 2014
		GBSP 21	Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	May 18, 2011
		GBSP 25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	Apr 22, 2016
		GBSP 26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	Apr 22, 2016
		GBSP 28	Deck Slab Repair	May 15, 1995	Oct 15, 2011
		GBSP 29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995	Apr 1, 2016
		GBSP 30	Bridge Deck Latex Concrete Overlay	May 15, 1995	Jun 24, 2015
		GBSP 31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	Apr 1, 2016
		GBSP 33	Pedestrian Truss Superstructure	Jan 13, 1998	Dec 29, 2014
		GBSP 34	Concrete Wearing Surface	June 23, 1994	Apr 1, 2016
		GBSP 35	Silicone Bridge Joint Sealer	Aug 1, 1995	Oct 15, 2011
		GBSP 45	Bridge Deck Thin Polymer Overlay	May 7, 1997	Feb 6, 2013
137	X	GBSP 51	Pipe Underdrain for Structures	May 17, 2000	Jan 22, 2010
		GBSP 53	Structural Repair of Concrete	Mar 15, 2006	Apr 1, 2016
		GBSP 55	Erection of Curved Steel Structures	June 1, 2007	
		GBSP 56	Setting Piles in Rock	Nov 14, 1996	Apr 1, 2016
		GBSP 59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	Jan 3, 2014
		GBSP 60	Containment and Disposal of Non-Lead Paint Cleaning Residues	Nov 25, 2004	Apr 22, 2016
		GBSP 61	Slipform Parapet	June 1, 2007	Apr 22, 2016
		GBSP 67	Structural Assessment Reports for Contractor's Means and Methods	Mar 6, 2009	Oct 5, 2015
		GBSP 71	Aggregate Column Ground Improvement	Jan 15, 2009	Oct 15, 2011
		GBSP 72	Bridge Deck Fly Ash or GGBF Slag Concrete Overlay	Jan 18, 2011	Jun 24, 2015
		GBSP 73	Cofferdams	Oct 15, 2011	
		GBSP 75	Bond Breaker for Prestressed Concrete Bulb-T Beams	April 19, 2012	
138	X	GBSP 76	Granular Backfill for Structures	April 19, 2012	
		GBSP 77	Weep Hole Drains for Abutments, Wingwalls, Retaining Walls And Culverts	April 19, 2012	Oct 22, 2013
140	Х	GBSP 78	Bridge Deck Construction	Oct 22, 2013	Apr 1, 2016
		GBSP 79	Bridge Deck Grooving (Longitudinal)	Dec 29, 2014	Apr 1, 2016
		GBSP 84	Precast, Prestressed Concrete Beams	Oct 5, 2015	
		GBSP 85	Micropiles	Apr 19, 1996	Oct 5, 2015
		GBSP 86	Drilled Shafts	Oct 5, 2015	Apr 1, 2016
		GBSP 87	Lightweight Cellular Concrete Fill	Nov 11, 2011	Apr 1, 2016
		GBSP 88	Corrugated Structural Plate Structures	Apr 22, 2016	

# LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW

The following Guide Bridge Special Provisions have been incorporated into the 2016 Standard Specifications:

File	Title	Std Spec
Name		Location
GBSP32	Temporary Sheet Piling	522
GBSP38	Mechanically Stabilized Earth Retaining Walls	522
GBSP42	Drilled Soldier Pile Retaining Wall	522
GBSP43	Driven Soldier Pile Retaining Wall	522
GBSP44	Temporary Soil Retention System	522
GBSP46	Geotextile Retaining Walls	522
GBSP57	Temporary Mechanically Stabilized Earth Retaining Walls	522
GBSP62	Concrete Deck Beams	504
GBSP64	Segmental Concrete Block Wall	522
GBSP65	Precast Modular Retaining Wall	522
GBSP74	Permanent Steel Sheet Piling (LRFD)	522
GBSP80	Fabric Reinforced Elastomeric	1028

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

File	Title	Disposition:
Name		
GBSP70	Braced Excavation	Use TSRS per Sec 522

# STATE OF ILLINOIS

# SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted April 1, 2016", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, and the "Standard Specifications for Water and Sewer Construction In Illinois, latest edition, which apply to and govern the construction of FAS Route 389 (Lancaster Road), Section 13-00049-01-BR, in Peoria County, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

# LOCATION OF PROJECT

This project is located on Lancaster Road, beginning 0.6 miles east of the of Harker's Ferry Road/Lancaster Road intersection and 0.9 miles west of the Cameron Lane/Lancaster Road intersection, southwest of Bartonville in Peoria County, IL. The total length of the project is approximately 2,581.35 feet (0.489 miles).

# DESCRIPTION OF PROJECT

The existing bridge over the West Branch of LaMarsh Creek (S.N. 072-3061) is to be removed and replaced by a new bridge (S.N. 072-3153). The existing roadway will be reconstructed and as shown in the plans. Earthwork, ditching, guardrail, a retaining wall, hot mix asphalt and other collateral work will be necessary to complete the project.

There will be no thru traffic on Lancaster Road, as a marked detour will be utilized for this project while the new bridge is being constructed. However, local access each side of the bridge must be maintained at all times for all properties within the project limits during the full duration of the project.

### DATE OF COMPLETION DATE PLUS WORKING DAYS

The Contractor shall schedule his/her operations so as to complete all work and open the roadway to traffic on or before November 21, 2017. The Contractor shall note that this completion date is based on an expedited work schedule.

After the completion date, an additional 10 working days will be allowed to complete work that does not interfere with opening the road to thru traffic. Those items may include any permanent pavement markings, permanent seeding, tree planting, final cleanup or any additional item requested and approved in writing by the Engineer.

## TRAFFIC CONTROL PLAN

Effective: May 13, 2016

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 any special details and Highway Standards contained herein and in the plans.

Special attention is called to Section 701 and Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control:

701006	701011	701301	701306
701311	701901	BLR 21-9	BLR 22-7

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

### Contractor Access

At road closure locations where Type III Barricades are installed in a manner that will not allow Contractor access to the project without relocation of one or more of the barricades, the arrangement of the barricades at the beginning of each work day may be relocated, when approved by the Engineer, in the manner shown on Highway Standard 701901 for Road Closed to Through Traffic. "Road Closed" signs (R11-2), supplemented by "Except Authorized Vehicles" signs (R3-I101), shall be mounted on both the near-right and far-left barricade(s). At the end of each work day the barricades shall be returned to their in-line positions. This work will be included in the cost of the contract, and no extra compensation will be allowed.

### Notifications to the Public

The Contractor shall transmit messages regarding work schedules, closures, etc. to the County for dissemination in the weekly news release and newsletter. This information shall be dissemination to the public as need be.

#### Local Access

Access for local residents shall be maintained at all times. A minimum of one lane must be open during daylight hours. Flaggers shall be utilized during the daylight hours when or where interruption of two-way traffic is necessary for construction operations. Two lanes are required after working hours. This requirement cannot be changed without the permission of the Engineer.

Where lanes are open to traffic, the Contractor shall arrange within a reasonable time period to clean up and restore areas where equipment or material has been stored near the travel way. All obstacles or impediments to free flow of traffic shall be removed by the end of the work day.

Basis of Payment: All Traffic Control and Protection, except additional flaggers not listed in the above Highway Standard, as described will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

Traffic Control Surveillance shall not be a separate item and will be incidental to the Traffic Control and Protection (special) pay item.

Any maintenance of delineators on traffic control barriers is incidental to the cost of temporary concrete barriers.

## DETOUR SIGNING

The Peoria County Highway Department has previously contracted for the furnishing and placement of detour signs. Prior to commencing work, the Contractor will take an inventory and uncover all signs as shown in the Detour Plan. Any missing signs shall be replaced as a part of the Detour Signing pay item. Local access signage from Lee Ann Court to Croy Lane is the full responsibility of the Contractor and is a part of Traffic Control and Protection (Special).

During construction the Contractor is responsible for the condition and maintenance of all detour signs. After the bridge is opened, the Contractor is to notify the County to have the detour signage removed.

All detour signing with the exception of the signs as furnished by the Peoria County Highway Department will be paid for at the contract lump sum price for DETOUR SIGNING, which work shall include furnishing, installing, maintaining all signs, replacing all signs, relocating all County furnished traffic control or signage required to detour the traffic as stated in the plans. This pay item may also include any additional detour signing as required by the Engineer.

# STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 21, 2005

The following utilities are located within the project limits. For this project, it has been found that all utilities between Sta. 141+55.99 to Sta. 160+00 will be affected by construction. It is expected that some of the relocations will be done while construction is underway. The Contractor is directed to cooperate with utility companies per Article 105.07 (Cooperation with Utilities) of the Standard Specifications.

The known utility companies and contact persons are:

Ameren Illinois Electric	Ameren Illinois Gas	
Waheed Shahzad	Zachary Sutter	
W (309) 693-4631 M (309) 573-4477	W (217) 221-0813	
AT&T Illinois	Limestone-Walters Public Water District	
Nathan Ciota	Joe Loftus	
W (309) 686-3333 M (309) 530-6844	W 309-674-1932	
Mediacom Communications	PEG Bandwidth Services, LLC	
Dale Shaver	Bill Frank	
W 309-274-1330 M: 309-643-9825	M 309-838-4941	

Sections of the water main within the project will be relocated as a part of this contract. The existing water main will remain in service until the new main and services are put in service. Contractor is responsible for coordinating all service. Prior to any disruptions in service, contact the Water Company: Joe Loftus at 309-674-1932.

Sheet pile or retaining wall construction cannot begin until the water and gas services in the area (Sta. 154+80 to Sta. 155+50 left) are temporarily or permanently relocated.

#### CLEARING OF TREES

No tree clearing will be allowed between April 1 through September 30 due to conflicts with bat migrations and nesting habitats.

- All clearing South of Lancaster Road, and West of bridge shall be completed no later than November 30, 2016 to facilitate utility relocation.
- Clearing all remaining areas must occur no later than March 1, 2017.

If there are issues with meeting these requirements, contact the Engineer immediately.

#### SEEDLING MIXTURE A

Effective: May 5, 2000 Revised: November 1, 2008

This work shall consist of planting replacement seedling trees at the locations specified in the plans and in accordance with Article 253 of the Standard Specifications. Seedlings shall consist of an equal distribution of the following five species:

Northern Red Oak White Oak Redbud Walnut Hickory

This work will be paid for at the contract unit price per Unit for SEEDLINGS MIXTURE A.

# PIPE CULVERTS, CLASS C, TYPE 1

The material type shall be as stated in Article 542.02(h) of the Standard Specifications with the following addition:

The pipe shall have annular riveted corrugations.

No other pipe material type shall be acceptable for this work.

### FILLING EXISTING CULVERTS

Effective October 15, 1995 Revised January 1, 2007

This work shall consist of filling existing pipe culverts with controlled Low Strength Material meeting the requirements of Sections 593 and 1019 of the Standard Specifications.

The culverts to be filled are as follows:

Sta. 142+83.50, 76' +/- left and 23.5' +/- right -12" Existing Pipe Culvert, ~100' left in place as directed by the Engineer.

Sta. 148+32.77, 55' +/- left and 25.9' +/- right –24" Existing Pipe Culvert, ~81' left in place as directed by the Engineer.

Sta. 154+50.90, 32.3 +/- left and 34.6' +/- right –24" Existing Pipe Culvert, ~75' left in place as directed by the Engineer.

(These locations are being identified as potential locations that will need filling, depend on how the Contractor determines the sequence of operations for retaining wall construction.

The culverts shall be plugged on both ends with a plug material meeting the approval of the Engineer. The plug shall be adequate to withstand the hydrostatic load created during the filling operation. If the plugs fail during the filling operation, the Contractor shall be responsible for the cost of repairing the plugs and filling the remainder of the culvert.

This work, including the cost of plugging the pipe ends, will be paid for at the contract unit price Each for FILLING EXISTING CULVERTS. Each culvert location filled will be paid for separately.

# REMOVE EXISTING RIPRAP

This work shall consist of the removal and disposal of the existing concrete mat (rip rap) as shown on the plans. This work shall be done in accordance with the applicable portions of Section 440 of the Standard Specifications and as directed by the Engineer. Any reference to concrete mat or concrete mat revetment at the specified location only shall be paid for as REMOVE EXISTING RIPRAP.

This work will be paid for at the contract unit price per Square Yard for REMOVE EXISTING RIPRAP.

### FENCE REMOVAL

This work shall consist of the removal and disposal of fencing within the limits of the project as indicated in the plans. All removed material shall be disposed of in accordance with Article 202.03 of the Standard Specifications.

In the event the existing fence has already been removed, that portion of the fence removal quantity shall be deducted from the plan quantities.

This work will be paid for at the contract unit price per Foot for FENCE REMOVAL.

# GATE REMOVAL

This work shall consist of the removal and disposal of gates within the limits of the project as indicated in the plans. All removed material shall be disposed of in accordance with Article 202.03 of the Standard Specifications.

This work will be paid for at the contract unit price per each for GATE REMOVAL.

# TEMPORARY CONSTRUCTION FENCE

**Description**. This work shall consist of furnishing, installing and maintaining temporary construction fence at the locations shown in the plans and as directed by the Engineer.

**Materials.** The fence shall have a minimum 5' height and shall be wooden picket fence, woven wire or any other material approved by the Engineer. Fence posts or stakes should be sturdy enough for their intended purpose. The material shall be used in fields adjacent to house horses.

**Method of Measurement**. The fence will be measured per lineal foot measured along the top of the fence.

**Basis of Payment**. This item shall be paid for at the contract unit price per lineal foot for TEMPORARY CONSTRUCTION FENCE which shall include all labor, materials, and equipment necessary to perform the work.

# WOOD FENCE TO BE REMOVED AND RE-ERECTED

**Description.** This work shall consist of removing the existing wood fence, storing the removed if necessary and re-erecting the fence at the location(s) as shown on the plans. If any posts are damaged or deemed unsuitable by the Engineer, they shall be replaced with similar treated posts of equal or better quality. The existing post design and style is to be duplicated for any new posts required. Posts shall be set vertical and true in alignment and post spacing shall match existing fence spacing as closely as possible. If more fencing is required in the new location, the Contractor will furnish similar materials and posts for approval by the Engineer and Property owner, without additional payment. Surplus material will be offered to the property owner before disposal.

<u>Method of Measurement</u>. The wood fence will be measured per lineal foot measured along the top of the fence in its original location.

**Basis of Payment.** This item shall be paid for at the contract unit price per lineal foot for WOOD FENCE TO BE REMOVED AND RE-ERECTED which shall include all labor, materials, and equipment necessary to perform the work.

# LONG-SPAN GUARDRAIL OVER CULVERT, 18 FT 9 IN SPAN

This work is to be completed in accordance with Article 630 of the Standard Specifications and Highway Standard 630106 with the exception that the guardrail will span a Concrete Gutter, Type A or a Concrete Gutter, Type A Special and not a culvert.

The basis of payment as stated in Articles 630.08 will be paid for at the contract unit price per foot for LONG-SPAN GUARDRAIL OVER CULVERT, 18 FT 9 IN SPAN.

## PERMANENT SURVEY MARKERS

Effective January 1, 2014

The metal tablet used on permanent survey markers shall be made of bronze.

## REMOVING AND RESETTING STREET SIGNS

This work shall consist of removing, storing and resetting/relocating signs, sign hardware and sign supports at locations shown in the plans in accordance with Section 724 of the Standard Specifications.

The signs and sign support shall be stored at a location approved by the Engineer. Any sign, sign hardware or sign support lost or damaged shall be replaced at no additional cost.

Removing And Resetting Street Signs will be paid for at the contract unit per each for REMOVING AND RESETTING STREET SIGNS, at locations as specified in the plans.

## PRECORED PILE LOCATIONS FILLED WITH BENTONITE

Effective: July 12, 2014

<u>Description.</u> This work shall consist of all materials, equipment and labor required to create precored shaft excavations at pile locations and backfilling the excavation with a bentonite hydrated with water.

Materials. The materials shall meet the following requirements:

- (a) The bentonite material shall be a Wyoming sodium bentonite designed for sealing wells, boreholes, and other below ground structures. The following three preapproved products may be used:
  - (1) PUREGOLD MEDIUM CHIPS OR CETCO COARSE CHIPS as manufactured by CETCO 2870 Forbes Avenue, Hoffman Estates IL 60192.
  - (2) ENVIROPLUG Medium and Coarse; as manufactured by WYO-BEN Inc., P.O. Box 1979, Billings Montana.
  - (3) HOLEPLUG, Sealing and plugging agent; as manufactured by Baroid Industrial Drilling Products, a Product Service Line of Halliburton, 3000 N Sam Houston Pkwy. E. Houston TX, 77032.

Other bentonite materials may be used if they can be shown to allow the piles to move laterally back and forth approximately 1" with less resistance than offered by a clay soil with an unconfined compressive strength of 1.0 tsf and approved by the Engineer.

(b) Water used for hydrating the bentonite shall be potable water with a pH between 6.0 and 10 unless otherwise directed by the manufactures' hydrating instructions.

Alternative backfill materials to the bentonite and water may be proposed if they can be shown to allow the piles to move laterally back and forth approximately 1" with less resistance than offered by a clay soil with an unconfined compressive strength of 1.0 tsf. The material must completely fill the excavation such that the surrounding soils will not erode or settle into any voids in the backfill materials. Sand is not an acceptable alternative backfill material.

<u>Construction</u>: Shaft excavations shall be made at the pile locations indicated on the plans using a minimum 24 inch diameter auger to a depth of 10 ft. below the bottom of the abutment unless otherwise specified in the contract plans. Although the shaft excavations are expected to be self-supporting and near vertical, the use of either sloping shaft excavation side slopes requiring more bentonite backfill or temporary casing maybe be required as part of this work in caving soils at the contractors option.

Bentonite shall be poured into the shaft excavation in 2 ft. lifts and hydrated with water between each lift, unless otherwise directed by the manufactures' recommendations. The bentonite may be placed into the shaft excavation before or after the piles are driven. Piles may be driven before or after set-up which should typically take less than 15 hours. Any excess bentonite displaced due to driving shall be removed prior to placing any additional embankment or abutment concrete.

<u>Method of Measurement</u>. This work will be measured in place as each at the locations specified. Obstruction mitigation shall be paid for according to Article 109.04.

<u>Basis of Payment.</u> This work will be paid for at the contract unit price each for PRECORED PILE LOCATIONS FILLED WITH BENTONITE which includes all excavation, bentonite, water, equipment, and placement required to complete each location.

#### REVETMET MAT REMOVAL

This work shall consist of the removal and disposal of existing revetment mat as shown on the plans. This work shall be done in accordance with the applicable portions of Section 440 and Article 202.03 of the Standard Specifications and as directed by the Engineer.

This work will be paid for at the contract unit per square yard for REVETMENT MAT REMOVAL.

## WATER MAIN SPECIAL PROVISIONS

The following specifications are based on IL American Water Specifications for Water Main Construction. Section references are inclusive in these pages, unless otherwise specified and as indicated by **bold underlined font**.

## **Division 1 – General Requirements**

Section 01000 - Summary Of Work Section 01600 - Products

## Division 2 – Site Work

Section 02210 – Trenching Backfilling and Compacting Section 02220 – Casing Installation Section 02558 – Identification Location Guide

## Division 3 - Concrete

Section 03300 - Cast-In-Place Concrete

#### Division 15 – Mechanical

Section 15000 – Piping – General Provisions

Section 15020 – Disinfecting Pipeline

Section 15025 - Cleaning Pipelines

Section 15031 – Pressure and Leakage Tests

Section 15106 – Ductile Iron Pipe & Fittings

Section 15131 – Piping Specialties

Section 15151 – Gate Valves

Section 15171 – Tapping Sleeves, Saddles & Valves

Section 15181 - Fire Hydrants

Section 15185 – Abandonment of Water Mains

Section 15200 - Service Lines

## SECTION 1000 - SUMMARY OF WORK

## PART 1: GENERAL

## 1.01 WORK UNDER THIS CONTRACT

- A. Furnish all labor, materials (except as herein noted), equipment and means to construct the pipeline(s) and other Work as described in the Contract Documents and shown on the Drawings. The Work includes, but is not limited to, the following:
  - 1. Furnish and install thrust blocking and pipe restraints as required.
  - 2. Furnishing materials not provided by the owner to the site (see section 1.03)
  - 3. Unloading, loading, hauling, distributing, laying and testing the pipe and appurtenances.
  - 4. Rearranging sewer lateral and other utility pipes and ducts where necessary.
  - 5. Excavation and backfilling of trenches and pits.
  - 6. Removal of surplus excavated material and debris.
  - 7. Installation of required pipe, fittings and appurtenances
  - 8. Performance of pressure and leakage tests.
  - 9. Disinfecting of pipeline (and dechlorination of discharge).
  - 10. Submit schedules, shop drawings and as-built records.
  - 11. Flush & clean
  - 12. Call for utility locations
- B. The above general outline of principal features does not in any way limit the responsibility of the Contractor to perform all Work and furnish the required materials, equipment, labor and means as shown or required by the Contract Documents.
- C. Materials, equipment, labor, etc., obviously a part of the Work and necessary for the proper operation and installation of same, although not specifically indicated in the Contract Documents, shall be provided as if called for in detail without additional cost to the Owner.

#### 1.02 WORK BY OWNER

- A. Owner may perform certain items of Work related to this project which may include the following
  - 1. Mark locations of existing services, valves, mains, etc.

#### 1.03 MATERIALS FURNISHED BY OWNER

- A. The following materials may be furnished by the Owner and installed by the Contractor. All materials required to complete the Work, but not listed herein, shall be furnished and installed by the Contractor.
  - 1. Water meters

## 1.04 LOCATIONS

- A. Work is to be performed on Owner's property and/or public rights-of-ways or easements shown on the drawings and described in the Specifications. Work shall be performed by the Contractor within these limits.
- B. It is the obligation and responsibility of the Contractor to determine the exact limitations of the rights-of-way and/or easements and any conditions limiting or affecting the use of the right of way by the Owner and/or the Contractor. All agreements respecting rights-of-way and the easements that are available to the Owner can be made available upon request. The Contractor agrees to indemnify and hold harmless the Owner against any claims made by any property owner, including any claim that the Contractor has failed to keep Contractor work, equipment, materials, or workmen within the limits authorized by the right-of-way and/or easement or any claim that the Contractor has failed to comply with any condition or requirement, or agreement respecting the right-of-way and/or easement.
- C. Some of the locations shown or described in the Contract Documents, such as tie-ins, are approximate. It is the responsibility of the contractor for pinpointing the exact locations.

## PART 2: PRODUCTS

## 2.01 GENERAL

Specifications for the materials and equipment to be provided by the Contractor are detailed in the respective Specification Sections.

## PART 3: EXECUTION

#### 3.01 COORDINATION

- A. Coordinate work, to phase the construction operations, and provide, install and maintain any temporary connections necessary to prevent interference to operation of Owner's facilities. Any construction work requiring the shutdown of facilities must be scheduled and performed only at such times as shall be authorized by the Owner. Such Work must be completed during the specific periods authorized by the Owner.
- B. It may be necessary that Work will be performed during several shutdown periods and/or during periods of premium time payment to accomplish the desired construction. All costs to perform the Contractor's Work, including premium time payments, shall be borne by the Contractor and are included in the Contract Price.

## **SECTION 01600 - PRODUCTS**

## PART 1: GENERAL

## 1.01 PROTECTION OF MATERIAL AND EQUIPMENT

- A. Provide for the safe storage of all material furnished or purchased until it has been incorporated in the completed project and accepted by the Engineer. Bear the risk of loss and/or damage to the materials and Work until the Work is finally accepted by the Engineer.
- B. All electrical and mechanical equipment shall be stored in a warm, dry shelter with proper ventilation. Under no circumstances shall motors, electrical control equipment or any other electrical or mechanical equipment be stored under polyethylene plastic covers or tarpaulins. When space is available inside existing structures, and the Owner approves, the Contractor will be allowed to store equipment inside them. Should such space not be available, construct a shelter with a source of heat and proper ventilation as approved by the Engineer for the storage of equipment.
- C. The interior of all pipe, fittings, and accessories shall be kept free from dirt, foreign matter and standing water at all times.
- D. After valves and hydrants have been inspected, properly store them prior to use. In order to prevent entry of foreign material that could cause damage to the seating surfaces, the valves and hydrants shall be stored in a fully closed position unless recommended otherwise by the manufacturer. Resilient seated valves shall be stored in accordance with the manufacturer's recommendations. This may include storage with protective covers for rubber seats and in marginally open condition. Valves and hydrants shall be stored indoors unless otherwise approved by the Engineer.
- E. If valves must be stored outdoors, protect the operating mechanism, such as gears, motor, actuators and cylinders, from weather elements. Valve ports and flanges must be protected from the weather and foreign materials. If valves are subject to extreme (freezing or excessively hot) temperatures, all water must be removed from the valve interior and the valve closed tightly before storage, unless specifically recommended otherwise by the manufacturer. Valves shall be stored on pallets with the discs in a vertical position to prevent rainwater from accumulating on top of the disc, seeping into the valve body cavity and freezing and cracking the casting.

## 1.02 SERVICING EQUIPMENT

A. Check all equipment upon acceptance to determine if oil reservoirs are full and areas to be greased are properly packed with grease. Provide the proper grease or oil for use in lubricating the required areas in the equipment. Any service to equipment while in storage, or installed pending acceptance, is the responsibility of the Contractor and shall be performed per manufacturer's requirements, industry standards or as stated specifically in the technical specifications.

## 1.03 RESPONSIBILITY FOR MATERIAL AND EQUIPMENT

- A. Under no circumstances shall pipe, valves, fittings, or appurtenances be dropped or dumped from any trucks or equipment. When received from the Carrier and at time of unloading, inspect all pipe and accessories for loss or damage. No shipment of material shall be accepted by the Contractor unless loss or damage has been described on the Bill of Lading by the Carrier's agent. Any discrepancies between the Bill of Lading and the physical material shall be noted on the Bill of Lading. All demurrage charges on carloads or truckloads of pipe or other material shall be paid by the Contractor.
- B. After acceptance of material and/or equipment by Contractor at point of delivery, assume full responsibility for safe and secure storage, handling, servicing and installation of such material and/or equipment in accordance with manufacturer's recommendations, industry standards or specific requirements of the Contract Documents. Once in his possession, assume full responsibility for, and protect all material from theft and damage. Any lost or stolen materials shall be replaced at the Contractor's expense.
- C. Re-inspect all material for defects, correct size, and quantity in the field prior to installation. Immediately report all material found to be defective, improperly sized, or deficient in quantity to the Owner.
- D. The Contractor is responsible for all material furnished by the Contractor and Contractor suppliers. All such material which is defective in manufacture or has been damaged in transit or has been damaged after delivery shall be replaced by the Contractor at his expense.
- E. Certain material and equipment will be furnished by the Owner as noted in the Contract Documents. The Contractor's responsibility for material and/or equipment furnished by the Owner shall begin upon the Contractor's acceptance of such material and/or equipment at the point of delivery. All material and equipment shall be examined and items found to be defective in manufacture and/or otherwise damaged shall be rejected by the Contractor at the time and place of delivery. The Owner will thereupon repair or replace the damaged items. Any material and/or equipment found to be defective prior to acceptance by the Engineer shall be repaired or replaced by Contractor at no additional cost to Owner unless Contractor submits proof that such defect was latent and could not have been detected by Contractor when performing their duties and responsibilities under these Contract Documents.
- F. Contractor's and Owner's responsibilities for providing guarantees or warranty and manufacturer's representatives for service, inspection, certification of installation, installation, field training, start-up, etc. for material and/or equipment furnished by Owner shall be as follows unless otherwise specified: Owner will provide the warranty and Contractor is responsible for providing manufacturer's representatives for all necessary field service, start-up service, installation certifications, installation, field training of Owner's personnel, etc. for Owner furnished material and/or equipment as required for acceptance of such material and/or equipment in the completed project.

# PART 2: PRODUCTS

## 2.01 GENERAL

Unless otherwise specifically provided for in these Specifications, all equipment, materials and articles incorporated in the work shall be new, in current production and the best grade obtainable consistent with general construction usage.

## 2.02 COORDINATION OF DIMENSIONS

Verify and make necessary corrections to construction dimensions so that all specified and/or alternative equipment, which is approved by the Engineer, can be installed and will function within the intent of the Contract Drawings and Specifications. Promptly notify the Engineer of all necessary corrections required.

## 2.03 SAFETY AND HEALTH REQUIREMENTS

- A. All materials, equipment, fixtures and devices furnished shall comply with applicable Laws and Regulations.
- B. All material and equipment furnished and installed under this Contract shall be equipped with suitable and approved safety guards and devices required for the safety of the public and operating personnel. Such guards and safety devices shall be in accord with the latest requirements of safety codes approved by the American National Standards Institute as well as the safety requirements of applicable Laws and Regulations. Where said safety codes of the ANSI are incompatible with applicable Laws and Regulations, said Laws and Regulations shall prevail.

## PART 3: EXECUTION

## 3.01 INSTALLATION

A. Material and equipment shall be installed in accordance with the appropriate Sections of these Specifications.

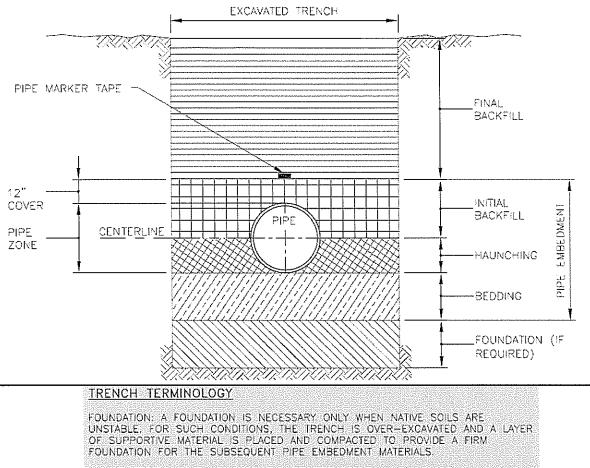
## 3.02 SERVICES OF MANUFACTURER'S REPRESENTATIVE

- A. Arrange for a qualified service representative from each company, manufacturing or supplying certain equipment as required by the individual Specification Sections to perform the duties herein described.
- B. After installation of the applicable equipment has been completed and the equipment is presumably ready for operation, but before it is operated by others, the representative shall inspect, operate, test, and adjust the equipment. The inspection shall include, but shall not be limited to, the following points as applicable:
  - 1. soundness (without cracked or otherwise damaged parts)
  - 2. completeness in all details, as specified
  - 3. correctness of setting, alignment, and relative arrangement of various parts

- 4. adequacy and correctness of packing, sealing and lubricants
- F. The operation, testing, and adjustment shall be as required to prove that the equipment is left in proper condition for satisfactory operation under the conditions specified.

#### PART 1: GENERAL

## 1.01 DEFINITIONS



EMBEDMENT: THIS ZONE IS THE MOST IMPORTANT IN TERMS OF PIPE PERFORMANCE. IT IS DIVIDED INTO THE FOLLOWING SUB ZONES:

- BEDDING: TYPICALLY SIX INCHES OF SUPPORTIVE, COMPACTED MATERIAL. THIS
  ZONE PROVIDES EVEN SUPPORT FOR THE PIPE AND BRINGS IT TO GRADE.
- HAUNCHING: EXTENDS FROM THE BOTTOM OF THE PIPE TO THE CENTERLINE OF THE PIPE. IT PROVIDES THE MOST RESISTANCE TO PIPE DEFLECTION SPECIFYING PROPER MATERIALS AND COMPACTION ARE MOST IMPORTANT FOR THIS ZONE.
- INITIAL BACKFILL: EXTENDS FROM THE SPRINGLINE TO A POINT ABOVE THE TOP OF THE PIPE. THIS ZONE PROVIDES SOME PIPE SUPPORT AND HELPS TO PREVENT DAMAGE TO THE PIPE DURING PLACEMENT OF THE FINAL BACKFILL. THE COVER EXTENDS FROM THE TOP OF THE PIPE TO THE TOP OF THE INITIAL BACKFILL. THE DEPTH OF COVER SHOULD BE AS MUCH AS NECESSARY TO PROTECT THE PIPE DURING PLACEMENT OF THE FINAL BACKFILL. TWELVE INCHES IS A COMMON DEPTH OF COVER.

FINAL BACKFILL: THIS ZONE EXTENDS FROM THE TOP OF THE INITIAL BACKFILL TO THE TOP OF THE TRENCH. THIS ZONE HAS LITTLE INFLUENCE ON PIPE PERFORMANCE, BUT CAN BE IMPORTANT TO THE INTEGRITY OF ROADS AND STRUCTURES.

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#### PART 2: PRODUCTS

## 2.01 COMMON FILL

A. Common Fill may be used as final backfill in some instances. It shall be earth materials entirely free of: vegetation; trash; lumber; and frozen, soft or organic materials. No stones or rocks larger than the sizes listed below will be permitted in the Common Fill:

> Common Fill-Type A: No stones or rocks larger than 1-inch Common Fill-Type B: No stones or rocks larger than 4-inches (measured longest dimension). At the discretion of the Engineer and depending upon the quality of the material, stones and rocks up to a maximum of 6 inches may be allowed on the area one foot above the pipe.

B. Common fill material may be obtained from the trench excavation provided it has been tested in accordance with the requirements of Specification Section 2210.1.01 above and approved by the Engineer. Furnish the necessary approved common fill materials from an off-site source whenever approved material obtained from the trench excavation is insufficient to complete the backfill.

## 2.02 HAUNCHING AND INITIAL BACKFILL

Haunching and Initial backfill materials shall be in accordance with <u>IDOT</u> <u>Standard Specifications for Road and Bridge Construction Article 208.02</u>.

2.03 BEDDING

Bedding materials shall be in accordance with <u>IDOT Standard Specifications</u> for Road and Bridge Construction Article 208.02.

2.04 FILTER FABRIC

Filter fabric shall be in accordance with **IDOT**.Standard Specifications for Road and Bridge Construction Article 1080.03

2.05 FINAL BACKFILL Final backfill materials shall be in accordance with <u>IDOT Standard</u> <u>Specifications for Road and Bridge Construction Article 208.02</u> or <u>IDOT</u> <u>Standard Specifications for Road and Bridge Construction Section 1019</u>

## PART 3: EXECUTION

#### 3.01 TRENCH EXCAVATION AND BOTTOM PREPARATION

A. <u>General Excavation</u>

General excavation shall consist of the satisfactory removal and disposal of all material taken from within the limits of the Work contracted, meaning the material lying between the original ground line and the finished ground line as shown in the plans regardless of whether the original ground line is exposed to air or is covered by water. Excavation below existing ground line to enable any required construction or removals is included.

Excavation to the lines and grades indicated in the plans or established in the field by the Engineer. Backfill over-excavated areas with approved fill material. All labor and materials shall be furnished at the Contractor's expense.

Keep all excavations free from water. Maintain groundwater a minimum of 6 inches below excavations. Remove soil which is disturbed by pressure or flow of groundwater and replace with free draining material.

Remove pavement over excavations made in paved roadways by saw cutting, milling, or removal by a trench machine. Cut the full depth of the pavement with straight lines and squared edges.

Dispose of excess excavated materials and excavated materials unsuitable for backfilling off site. Furnish the Engineer with satisfactory evidence that an appropriate disposal site was used.

#### B. <u>Trench Width</u>

Widths of trenches shall be held to a minimum to accommodate the pipe and appurtenances. The trench width shall be measured at the top of the pipe barrel and shall conform to the following limits:

#### <u>Earth</u>

Minimum: Outside diameter of the pipe barrel plus 8 inches, i.e., 4 inches each side.

Maximum: Nominal pipe diameter plus 24 inches.

#### C. <u>Trench Depth</u>

- (1) <u>General</u> Provide prescribed minimum cover from the top of the pipe barrel to the top of the finished grade of the roadway, unless otherwise authorized by the Engineer, or as shown on the plans.
- (2) <u>Earth</u> Excavate to the depth required, so as to provide a uniform and continuous bearing and support for the pipe barrel on solid and undisturbed ground at every point between joints. It will be permissible to disturb the finished trench bottom over a maximum length of 18 inches near the middle of each length of pipe by the withdrawal of pipe slings or other lifting tackle. Provide bell holes. Prepare the finished trench bottom accurately using hand tools.
- (3) <u>Unsuitable Bottom</u> Notify the Engineer whenever unsuitable material is found below subgrade. Remove the material over the area and to the depth determined by the Engineer. Provide compacted bedding material as specified in Specification Sections 2210.2.03 to restore the trench bottom to the required grade in these areas.

## 3.06 TRENCH BACKFILLING - OPEN TERRAIN

All trench backfilling shall be compacted so that no settlement occurs and is stable with surrounding soil that also shall not have settled.

- A. Ductile Iron Pipe and HDPE Pipe
  - (1) <u>Bedding</u>

Prepare pipe bedding immediately before pipe is laid. Use compacted clean, granular fill as described in Specification Section 2210.2.03 from 6" below the pipe to the bottom of the pipe.

(2) <u>Haunching</u>

Place haunching from the bottom of the pipe barrel to the centerline (springline) of the pipe barrel with Haunching Fill (Section 2.02). Take care to avoid injuring or moving the pipe. Place the material in uniform 6 to 12 inch loose layers and compact each layer so as to eliminate the possibility of settlement, pipe misalignment, or damage of joints.

3) Initial Trench Backfill

Backfill from the centerline (springline) of the pipe barrel to 12 inches above the pipe with material as described in Specification Sections 2210.2.02. Mechanical equipment may be used to place the backfill. Place the material in such a manner that the material does not free fall, but rather flows onto the previously placed material. Consolidate the backfill in such a manner as will ensure the minimum possible settlement and the least interference with traffic. Do not compact the backfill with mechanical equipment, such as wheeled vehicles, unless sufficient cover is provided over the pipe to prevent damage to the pipe

(4) Final Trench Backfill

Backfill trench from 12 inches above the pipe to final grade with Common Fill-Type B, as described in Specification Section 2210.2.01. Mechanical equipment may be used to place the backfill. Place the material in such a manner that the material does not free fall, but rather flows onto the previously placed material. Consolidate the backfill in such a manner as will ensure the minimum possible settlement and the least interference with traffic. Do not compact the backfill with mechanical equipment, such as wheeled vehicles, unless sufficient cover is provided over the pipe to prevent damage to the pipe.

# 3.07 TRENCH BACKFILLING – Under or Within <u>24</u> inches of Driveways and Roads

## A. <u>Bedding</u>

Prepare pipe bedding immediately before pipe is laid. Use compacted clean, granular fill as described in Specification Section 2210.2.03 from 6" below the pipe to the bottom of the pipe.

#### B. <u>Haunching</u>

Place haunching from the bottom of the pipe barrel to the centerline (springline) of the pipe barrel with Haunching Fill (Section 2.02). Take care to avoid injuring or moving the pipe. Place the material in uniform 6 to 12 inch loose layers and compact each layer so as to eliminate the possibility of settlement, pipe misalignment, or damage of joints.

## C. Initial Trench Backfill

Backfill from the centerline (springline) of the pipe barrel to 12 inches above the pipe with material as described in Specification Sections 2210.2.02. Mechanical equipment may be used to place the backfill. Place the material in such a manner that the material does not free fall, but rather flows onto the previously placed material. Consolidate the backfill in such a manner as will ensure the minimum possible settlement and the least interference with traffic. Do not compact the backfill with mechanical equipment, such as wheeled vehicles, unless sufficient cover is provided over the pipe to prevent damage to the pipe

## D. <u>Final Backfill</u>

Backfill trench from 12 inches above the pipe to final grade with material as described in Specification Sections 2210.2.05. Mechanical equipment may be used to place the backfill. Place the material in such a manner that the material does not free fall, but rather flows onto the previously placed material. Consolidate the backfill in such a manner as will ensure the minimum possible settlement and the least interference with traffic. Do not compact the backfill with mechanical equipment, such as wheeled vehicles, unless sufficient cover is provided over the pipe to prevent damage to the pipe.

## SECTION 02220 - WATER MAIN CASING

#### PART 1: GENERAL

#### **1.01 GENERAL REQUIREMENTS**

The installation of casing pipe shall conform to these Specifications and any Federal, State or local Highway requirements or applicable Railroad requirements whichever may be more restrictive.

#### 1.02 SUBMITTALS

Submit shop drawings and manufacturer's literature to the Engineer for approval with details and schedules for all items as noted in the Drawings and/or Specifications and/or required by the Engineer. Five (5) copies of all drawings, schedules and brochures shall be submitted for approval.

## 1.03 RELATED WORK

Excavation, backfilling and compaction for jacking and receiving pits and for open cut installation shall conform to the requirements set forth in Specification Section 2210.

#### PART 2: PRODUCTS

#### 2.01 MATERIAL

Casing pipe shall be bare wall steel pipe with a minimum yield strength of 35,000 psi and a minimum wall thickness as listed below:

Casing Outside	Highway Crossings	Railroad Crossings
Diameter	Casing Wall Thickness	Casing Wall Thickness
Inches	Inches	Inches
8.625	0.250	0.250
10.75	0.250	0.250
12.75	0.250	0.250
14	0.250	0.281
16	0.250	0.281
18	0.250	0.312
20	0.312	0.344
24	0.312	0.406
30	0.375	0.469
36	0.500	0.532
42	0.500	0.563
48	0.625	0.625
54	0.625	0.688
60	0.625	0.750
66	0.625	0.813
72	0.750	0.875

Smooth wall steel plates with a nominal diameter of over 54 inches shall not be permitted.

The inside diameter of the casing pipe shall be: at least four (4) inches greater than the outside diameter of the carrier pipe joints or couplings for carrier pipe less than six (6) inches in diameter; and at least six (6) inches greater than the outside diameter of the carrier pipe joints or couplings for carrier pipe six (6) inches and greater in diameter.

# PART 3: EXECUTION

## 3.01 ALIGNMENT AND GRADE

Locate pipelines to cross roadways or tracks at approximately right angles where practicable, but preferably at not less than 45 degrees. Do not place pipelines in culverts or under bridges where there is a likelihood of their restricting the area required for the purposes for which the bridges or culverts were built, or of endangering the foundations. Install the casing pipe on an even grade for its entire length and sloped to one end or as noted in a profile plan if provided. Satisfy a maximum tolerance of 1.5% (18" in one hundred feet) with the desired location of the casing or as otherwise required by regulation or specified on the plans, whichever is more restrictive.

## 3.02 WELDING

Connect steel casing sections by welding. Welding shall conform to AWWA Standard C206.

## 3.03 PROTECTION AT ENDS OF CASING

Block up both ends of casings in such a way as to prevent the entrance of foreign material, but to allow leakage to pass in the event of a carrier break.

## 3.04 DEPTH OF INSTALLATION

Unless the depth of casing pipe is specifically specified on the drawings, the casing pipe depth shall be in accordance with highway or railroad requirements.

## 3.05 CASING INSULATORS

The carrier pipe and casing shall be separated by an insulator. The insulator spacing shall be installed to support the weight of the pipe and contents. As a minimum, an insulator shall be placed a maximum of 3 foot from each side of a joint and evenly spaced along the carrier pipe with 3 insulators per each length of carrier pipe. Timber skids are not allowed. Casing insulators shall be sized according to the manufactures specifications for pipe sizes from the following list of approved manufactures and casing types.

- A. Cascade Water Works Manufacturing Company (Stainless Steel only).
- B. Pipeline Seal and Insulator, Inc. (Carbon Steel with polyvinyl chloride or the Ranger II model).
- C. Advanced Products and Systems, Inc. (Model SI).
- D. Power Seal Pipeline Products Corp. (Model 4810).
- E. RACI (polyethylene model F-60 for 12-inch carrier pipe and smaller). RACI shall not be used for carrier pipe larger than 12-inch.

At the sole discretion of the Engineer, alternate manufactures in lieu of those described above and new or improved products by the same manufactures may be permitted. To seek approval, adequately describe any proposed alternate product and submit the same with shop drawings and specifications to the Engineer. The Contractor cannot proceed to employ said alternate products prior to receiving written approval of from the Engineer.

#### 3.06 INSTALLATION

Install casing pipes by one of the following methods:

#### A. Jacking

This method shall be in accordance with the current American Railway Engineering Association Specifications, Chapter 1, Part 4, "Jacking Culvert Pipe Through Fills", except that steel pipe shall be used with welded joints. Conduct this operation without hand mining ahead of the pipe and without the use of any type of boring, auguring or drilling equipment.

Design the bracing, backstops, and jacks so that the jacking can progress without stoppage (except for adding lengths of pipe).

#### B. Drilling

This method employs the use of an oil field type rock roller bit, or a plate bit made up of individual roller cutter units, welded to the pipe casing being installed. Turn the pipe for its entire length from the drilling machine to the head to give the bit the necessary cutting action against the ground being drilled. Inject high density slurry (oil field drilling mud) through a supply line to the head to act as a cutter lubricant. Inject this slurry at the rear of the cutter units to prevent any jetting action ahead of the pipe. Advance the drilling machine on a set of steel rails (thus advancing the pipe) by a set of hydraulic jacks. The method can be used to drill earth or rock.

#### C. Boring

This method consists of pushing the pipe into the fill with a boring auger rotating within the pipe to remove the soil. When augers or similar devices are used for pipe placement, the front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger and cutting head from leading the pipe so that there will be no unsupported excavation ahead of the pipe. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than one-half inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material.

If an obstruction is encountered during installation that stops the forward action of the pipe, and if it becomes evident that it is impossible to advance the pipe, operations will cease and the pipe shall be abandoned in place and filled completely with grout.

Bored or jacked installations shall have a bore hole essentially the same as the outside diameter of the pipe. Grout any voids that develop. Also grout around

the casing pipe when the bore hole diameter is greater than the outside diameter of the pipe by more than 1 inch.

## PART 4: METHOD OF MEASUREMENT

This work will be measured for payment in place in feet (meters).

#### PART 4: BASIS OF PAYMENT

This work will be paid for at the contract unit price per foot (meter) for WATER MAIN QUALITY ENCASEMENT, of the diameter specified.

## SECTION 02558 - IDENTIFICATION/LOCATION GUIDE

## PART 1: GENERAL

#### 1.01 SCOPE

A. Furnish and install identification tape and location wire over the centerline of buried potable water mains, hydrant branches, and trenched services as indicated in this specification or noted in the drawings.

## PART 2: PRODUCTS

## 2.01 IDENTIFICATION TAPE

A. Identification Tape for Pipe

Identification tape shall be manufactured of polyethylene with a minimum thickness of 4-mils and shall have a 1-mil thick metallic foil core. The tape shall be highly resistant to alkalis, acid and other destructive agents found in soil. Tape width shall be a minimum of 3 inches and a maximum of 6 inches and shall have the background color specified below, imprinted with black letters. Imprint shall be as specified below and shall repeat itself a minimum of once every 2 feet for entire length of the tape.

B. Tape background colors and imprints shall be as follows:

Imprint Background Color

"CAUTION CAUTION - WATER LINE BURIED BELOW" Blue

C. Identification tape shall be "Terra Tape" as manufactured by Reef Industries, Inc., Houston, TX, or approved equal.

#### 2.02 LOCATION WIRE

A. Location (Tracer) Wire for Polyvinyl Chloride and HDPE pipe (and other pipe where noted in the drawings or identified in special conditions)

Location wire shall be a direct burial #12 AWG Solid (.0808" diameter), 21% conductivity annealed copper-clad high carbon steel strength tracer wire, 380# average tensile break load, 30 mil. High molecular weight-high density blue polyethylene jacket complying with ASTM D1248, 30-volt rating. The wire shall be contiguous except at test stations, valve boxes, and where splicing is required. All splices shall be encased with a 3M-Gel Pack Model No. 054007-09053. Wire insulation shall be highly resistant to alkalis, acid and other destructive agents found in soil.

- B. Location Wire shall be from Copperhead Industries, LLC, part number 1230B-HS or approved equal.
- C. If directional drilling is used for this project please refer to specification 02458 for the product description of location wire to be used with the directional drilling

## 2.03 RESTRAINED JOINT MARKING TAPE

- A. Joint restraint tape is specifically to warn Water Company workers/contractors that the water main is joint restrained. It is not to be used in place of regular marking tape.
- B. Restrained Joint Marking Tape (for with mains that are restrained joint as directed by the Engineer) shall be polyethylene 4-mill thick and 2 ½-inches wide with blue lettering on white background color and imprinted with the words "RESTRAINED JOINT" every 2 foot. The tape shall have an adhesive backer. The tape shall be highly resistant to alkalis, acid and other destructive agents found in soil.
- C. Restrained Joint Gasket indicator tape shall be part number 515401-010 manufactured by St. Louis Paper & Box Company located at 3843 Garfield, St. Louis, MO 63113 or approved equal.

#### PART 3: EXECUTION

#### 3.01 INSTALLATION OF IDENTIFICATION TAPE

- A. Install the identification tape with all buried potable water lines in accordance with the manufacturer's installation instructions and as specified.
- B. Install identification tape one foot above the top of the pipe.

#### 3.02 INSTALLATION OF LOCATION (TRACER) WIRE

- A. Install location wire with buried water lines in accordance with the manufacturer's installation instructions and as specified in Contract Documents.
- B. Install the location wire directly on top of the buried pipe.
- C. In all pipe installations, loop the location wire up into the valve boxes for connection to a locating device. The wire shall be one continuous piece from valve box to valve box up to 1250 feet maximum.

## 3.03 INSTALLATION OF RESTRAINED JOINT MARKING TAPE

- A. Install the joint marking tape by adhering directly to the pipe as it is installed. The marking tape shall be installed along the entire length of pipe, including around the circumference of the bells of all fittings and valves. The pipe must be free of any foreign matter along the surface of the pipe for the marking tape installation. If clear polywrap is used, the restrained joint tape can be applied on the top of the pipe so long as it is visible. Otherwise the joint marking tape shall be applied on top of the polywrap and secured so the tape is not shifted by backfilling.
- B. The tape does not adhere in wet or cold conditions. The tape should be stored in temperatures above 50 degrees F until the time of application. The pipe must be free of frost and moisture along the surface of the pipe receiving the tape.

## SECTION 03300 - CAST-IN-PLACE CONCRETE

## PART 1: GENERAL

#### 1.01 SCOPE OF WORK

Provide concrete for thrust blocking, manhole bases, pipe encasement, curbs, sidewalks and pavement in accordance with this Specification Section.

#### PART 2: PRODUCTS

#### 2.01 MATERIALS

- A. <u>Portland Cement Concrete</u> shall be in accordance with <u>IDOT Standard</u> <u>Specifications for Road and Bridge Construction Section 1020</u>.
- B. <u>Reinforcing Bars</u> shall be in accordance with <u>IDOT Standard Specifications</u> for Road and Bridge Construction Section 508.
- C. <u>Welded Wire Mesh</u> shall be in accordance with <u>IDOT Standard</u> <u>Specifications for Road and Bridge Construction Article 1006.10.</u>
- D. <u>Preformed Expansion Joint Fillers</u> shall be in accordance with <u>IDOT</u> <u>Standard Specifications for Road and Bridge Construction Section</u> <u>1051</u>.

PART 3: EXECUTION

3.01 FORMWORK

- A. Build all forms mortar tight and of sufficient rigidity to prevent distortion due to the pressure of the concrete and other loads incidental to the construction operations. Construct and maintain forms so as to prevent warping and the opening of joints.
- B. The forms shall be substantial and unyielding. Design the forms so that the finished concrete conforms to the proper dimensions and contours. Design the forms to take into account the effect of the vibration of concrete during placement.

## 3.02 THRUST BLOCKING

- A. See the thrust blocking details. Notify the Engineer whenever field conditions are noted which are more restrictive than the thrust block design data included on detail drawing 0201-0601-SD6.
- B. Construct blocking against the vertical face of undisturbed earth or sheeting left in place. Prevent the concrete from enclosing more than half the circumference of the pipe unless it is a straddle block. Keep the concrete away from joints or bolts in the piping.

If thrust blocks are employed, place thrust blocking for hydrants to allow the hydrant to drain.

## SECTION 15000 - PIPING - GENERAL PROVISIONS

## PART 1: GENERAL

#### 1.01 DRAWINGS

Verify all piping geometry in the field and to ensure proper alignment and fit of all piping consistent with the intent of the plans. Submit field layout drawings as required for approval.

#### 1.02 RELATED WORK

See Specification Section 01600.1.03-Responsibility for Material and Equipment.

#### PART 2: PRODUCTS

## 2.01 CONTRACTOR'S RESPONSIBILITY FOR MATERIAL

- A. Examine all material carefully for defects. Do not install material which is known, or thought to be defective.
- B. The Engineer reserves the right to inspect all material and to reject all defective material shipped to the job site or stored on the site. Failure of the Engineer to detect damaged material shall not relieve the Contractor from his

total responsibility for the completed work if it leaks or breaks after installation.

- C. Lay all defective material aside for final inspection by the Engineer. The Engineer will determine if corrective repairs may be made, or if the material is rejected. The Engineer shall determine the extent of the repairs.
- D. Classify defective pipe prior to Engineer's inspection as follows:
  - 1. Damage to interior and/or exterior paint seal coatings.
  - 2. Damage to interior cement-mortar or epoxy lining.
  - 3. Insufficient interior cement-mortar lining or epoxy thickness.
  - 4. Excessive pitting of pipe.
  - 5. Poor quality exterior paint seal coat.
  - 6. Pipe out of round.
  - 7. Pipe barrel area damaged to a point where pipe class thickness is reduced (all pipe).
  - 8. Denting or gouges in plain end of pipe (all pipe).
  - 9. Excessive slag on pipe affecting gasket seal (DI).
  - 10. Any visible cracks, holes.
  - 11. Embedded foreign materials.
  - 12. Non-uniform color, density and other physical properties along the length of the pipe.
- E. The Contractor shall be responsible for all material, equipment, fixtures, and devices furnished. These materials, equipment, fixtures and devices shall comply with the requirements and standards of all Federal, State, and local laws, ordinances, codes, rules, and regulations governing safety and health.
- E. Take full responsibility for the storage and handling of all material furnished until the material is incorporated in the completed project and accepted by the Engineer. Contractor shall be solely responsible for the safe storage of all material furnished to or by him until incorporated in the completed project and accepted by the Engineer.
- F. Load and unload pipe, fittings, valves, hydrants and accessories by lifting with hoists or skidding to avoid shock or damage. Do not drop these materials. Pipe handled on skidways shall not be skidded or rolled against other pipe. Handle this material in accordance with AWWA C600, C605 or C906 whichever is applicable.
- G. Drain and store fittings and valves prior to installation in such a manner as to protect them from damage due to freezing of trapped water. Drain, store, and protect fittings and valves in accordance with Specification Section 01600.

# 2.02 PETROLATUM TAPE COATING

A. The tape coating shall be a cold applied, saturant tape made from either petrolatum or petroleum wax with a noncellulosic synthetic fiber fabric. The fabric shall be encapsulated and coated on both sides with the petrolatum or petroleum wax. The thickness of the tape shall be no less than 40 mil. The petrolatum or petroleum wax shall be at least 50% of the product by weight.

B. The tape coating shall be supplied in sheets, pads or rolls. Pads and sheets shall be sized to fit the area that is to be covered, allowing for an overlap per AWWA Standards.

## 2.03 RUBBERIZED-BITUMEN BASED SPRAY-ON UNDERCOATING

Subject to approval by the ENGINEER, an alternative corrosion protection for exposed buried metal is an aerosol applied rubberized coating. The material shall be rapid dry and specifically designed for corrosion protection. 3M Rubberized Underseal Undercoating 08883 or any equivalent rubberized-bitumen based spray-on undercoating may be used. Follow manufacturer's recommendations for storage and application.

## PART 3: EXECUTION

## 3.01 INSTALLATION - GENERAL REQUIREMENTS

- A. Lay and maintain all pipe to the required lines and depths. Install fittings, valves and hydrants in strict accordance with the Specifications at the required locations with joints centered, spigots home, and all valve and hydrant stems plumb. Do not deviate from the required alignment, depth or grade without the written consent of the Engineer.
- B. Buried steel lugs, rods, brackets, and flanged joint nuts and bolts are not permitted unless specifically shown on the drawings or approved in writing by the ENGINEER. Cover any and all buried steel lugs, rods, brackets, and flanged joint nuts and bolts with approved coating in accordance with AWWA Standard C217 prior to backfilling. Encase the same in polyethylene encased if the specifications require polyethylene encasement of the pipe.
- C. Lay all pipe to the depth specified. Measure the depth from the final surface grade to the top of the pipe barrel. The minimum pipe cover shall be as shown on the Drawings or as specified in the Specifications Special Conditions.
- D. Do not lay pipe in a wet trench, on subgrade containing frost, or when trench conditions are unsuitable for such work. If all efforts fail to obtain a stable dry trench bottom and the Engineer determines that the trench bottom is unsuitable for such work, the Engineer will order the kind of stabilization to be constructed, in writing. In all cases, water levels must be at least 6" below the bottom of the pipe. See section 02020, Dewatering.
- E. Thoroughly clean the pipes and fittings before they are installed. Keep these materials clean until the acceptance of the completed work. Lay pipe with the bell ends facing in the direction of laying, unless otherwise shown on the Drawings, or directed by the Engineer. Exercise care to ensure that each length abuts the next in such a manner that no shoulder or unevenness of any kind occurs in the pipe line.
- F. Do not wedge or block the pipe during laying unless by written order of the Engineer.

- G. Before joints are made, bed each section of pipe the full length of the barrel, at the required grade, and at the invert matching the previously laid pipe. Dig bell holes sufficiently large to permit proper joint making. Do not bring succeeding pipe into position until the preceding length is embedded and secure in place.
- H. Take up and relay pipe that is out of alignment or grade, or pipe having disturbed joints after laying. Take up, such in-place pipe sections found to be defective and replace them with new pipe. Take up, relaying, and replacement will be at the Contractor's expense.
- I. Place enough backfill over the center sections of the pipe to prevent floating. Take all other necessary precautions to prevent the floating of the pipeline by the accumulation of water in the trench, or the collapse of the pipeline from any cause. Place enough backfill over the center sections of the pipe to prevent floating. Should floating or collapse occur, restoration will be at the Contractor's expense.
- J. Bedding materials and concrete work for the pipe bedding and thrust restraint shall be as specified in Sections 2210 and 3300.
- K. Prevent foreign material from entering the pipe while it is being placed. Do not place debris, tools, clothing, or other materials in the pipe during laying operations. Close all openings in the pipeline with watertight plugs when pipe laying is stopped at the close of the day's work, or for other reasons such as rest breaks or meal periods.
- L. Only cut pipe with equipment specifically designed for cutting pipe such as an abrasive wheel, a rotary wheel cutter, a guillotine pipe saw, or a milling wheel saw. Do not use chisels or hand saws. Grind cut ends and rough edges smooth. Bevel the cut end slightly for push-on connections as per manufacturer recommendations.
- M. In distributing material at the site of the Work, unload each piece opposite or near the place where it is to be laid in the trench. If the pipe is to be strung out, do so in a straight line or in a line conforming to the curvature of the street. Block each length of pipe adequately to prevent movement. Block stockpiled pipe adequately to prevent movement. Do not place pipe, material, or any other object on private property, obstructing walkways or driveways, or in any manner that interferes with the normal flow of traffic.
- N. Exercise special care to avoid damage to the bells, spigots or flanged ends of pipe during handling, temporary storage, and construction. Replace damaged pipe that cannot be repaired to the Engineer's satisfaction, at the Contractor's expense.
- O. Remove all existing pipe, fittings, valves, pipe supports, blocking, and all other items necessary to provide space for making connections to existing pipe and installing all piping required under this Contract.

- P. Maintain the minimum required distance between the water line and other utility lines in strict accordance with all Federal, State, and local requirements and all right-of-way limitations.
- Q. Provide and install polyethylene encasement for ductile iron pipe as required by Specification Section 15131, as applicable.
- R. The maximum allowable deflection at the joints for push-on joint pipe shall be the lesser of manufacturer's recommendations or as described in the DIPRA Guideline, *Ductile Iron Pipe Joints and Their Uses*, as follows:

Size of	Deflection	Maximun	n Deflection	
Pipe	Angle	(18-ft. Length)	(20-ft. Length)	
3"-12"	5 degrees	19"	21"	
14"-42"	3 degrees	11"	12"	
48"-64"	3 degrees	N/A	12"	

- S. Use short lengths of pipe (minimum length 3 feet, no more than three short sections), when approved by the Engineer, to make curves that cannot be made with full length sections of pipe without exceeding the allowable deflection. Making these curves will be at no additional cost to the Owner.
- T. Exercise particular care so that no high points are established where air can accumulate. Install an air release valve and manhole, as extra Work to the Contract, when the Engineer determines that unforeseen field conditions necessitate a change in the pipe profile that requires the installation of an air release valve and manhole. If the Contractor requests a change in the pipe profile solely for ease of construction, and the requested change requires the installation of an air release valve and manhole as determined by the Engineer, the cost of furnishing and installing the air release valve and manhole will be at the expense of the Contractor.

# 3.02 CONSTRUCTION METHODS TO AVOID CONTAMINATION

- A. Heavy particulates generally contain bacteria and prevent even very high chlorine concentrations from contacting and killing such organisms. It is essential that the procedures of this Specification Section be observed to assure that a water main and its appurtenances are thoroughly clean for the final disinfection by chlorination.
- B. Take precautions to protect the interior of pipes, fittings, and valves against contamination. String pipe delivered for construction so as to keep foreign material out of the pipe. Close all openings in the pipeline with watertight plugs when pipe laying is stopped at the close of the day's work or for other reasons, such as rest breaks or meal periods. Use rodent-proof plugs approved by Engineer, where it is determined that watertight plugs are not practical and where thorough cleaning will be performed.

- C. Delay in placement of delivered pipe invites contamination. The more closely the rate of delivery is correlated to the rate of pipe laying, the lower the likelihood of contamination. Complete the joints of all pipe in the trench before stopping work. If water accumulates in the trench, keep the plugs in place until the trench is dry.
- D. When encountering conditions on pre-existing pipe that requires packing, employ yarning or packing material made of molded or tubular rubber rings, or rope of treated paper or other approved materials. Do not use materials such as jute, asbestos, or hemp. Handle packing material in a manner that avoids contamination.
- E. Do not use contaminated material or any material capable of supporting prolific growth of microorganisms for sealing joints. Handle sealing material or gaskets in a manner that avoids contamination. The lubricant used in the installation of sealing gaskets shall be suitable for use in potable water. Deliver the lubricant to the job in closed containers and keep it clean.
- F. If dirt enters the pipe, and in the opinion of the Engineer the dirt will not be removed by the flushing operation, clean the interior of the pipe by mechanical means, then swab with a 1% hypochlorite disinfecting solution. Clean using a pig, swab, or "go-devil" only when the Engineer has specified such and has determined that such operation will not force mud or debris into pipe joint spaces.
- G. If the main is flooded during construction, the flooded section must be isolated from the remainder of the installation as soon as practical. Submit a plan to the Engineer on correcting the condition and do not proceed until authorized by the Engineer. Replace or fully clean and disinfect the affected pipe at no additional compensation.

## 3.03 VALVE INSTALLATION

- A. Prior to installation, inspect valves for direction of opening, freedom of operation, tightness of pressure containing bolting, cleanliness of valve ports and especially of seating surfaces, handling damage, and cracks. Correct defective valves or hold for inspection by the Engineer.
- B. Set and join to the pipe in the manner specified in Specification Section 3.01. Provide valves with adequate support, such as crushed stone and concrete pads, so that the pipe will not be required to support the weight of the valve. Set truly vertical. After field installation of the valve all exposed ferrous restraint materials and external bolts except the operating nut shall receive a layer of petrolatum tape coating or, where approved, rubberized-bitumen based spray-on undercoating applied before backfill. If polyethylene is applied to the pipe, the entire valve shall be encased in polyethylene encasement prior to backfill. The polyethylene encasement shall be installed up to the operating nut leaving the operating nut exposed and free to be operated.

C. Provide a valve box for each valve. Set the top of the valve box neatly to existing grade, unless directed otherwise by the Engineer. Do not install in a way that allows the transfer shock or stress to the valve. Center and plumb the box over the wrench nut of the valve. Do not use valves to bring misaligned pipe into alignment during installation. Support pipe in such manner as to prevent stress on the valve.

## 3.04 THRUST RESTRAINT

- A. Provide all plugs, caps, tees, and bends (both horizontal and vertical) with concrete thrust blocking and/or restrained joint pipe as represented in the plans.
- B. Place concrete thrust blocking between undisturbed solid ground and the fitting to be anchored. Install the concrete thrust blocking in accordance with Specification Section 3300 and standard details provided. Locate the thrust blocking to contain the resultant thrust force while keeping the pipe and fitting joints accessible for repair, unless otherwise shown or directed.
- C. Provide temporary thrust restraint at temporary caps and plugs. Submit details of temporary restraint to the Engineer for approval.
- D. At connections with existing water mains where there is a limit on the time the water main may be removed from service, use metal harnesses of anchor clamps, tie rods and straps; mechanical joints utilizing set-screw retainer glands; or restrained push-on joints as permitted by Engineer. No restraining system can be installed without the approval of the Engineer. Submit details of the proposed installation to the Engineer for approval. For pipe up to 12 inches in size, use a minimum of two 3/4-inch tie rods. If approved for use, install retainer glands in accordance with the manufacturer's instructions. Material for metal harnessing and tie-rods shall be ASTM A36 or A307, as a minimum requirement.
- E. Protection of Metal Harnessing: Protect ties rods, clamps and other metal components against corrosion by hand application of petrolatum tape and by encasement of the entire assembly with 8-mil thick (12 mil thick in corrosive soils) loose polyethylene film in accordance with AWWA C105. Apply tape on all exposed tie rods prior to installing polyethylene.

## **SECTION 15020 - DISINFECTING PIPELINES**

## PART 1: GENERAL

1.01 SCOPE OF WORK

Flush and disinfect all pipelines installed under this Contract if indicated in the summary of work. This would include furnishing the necessary labor, tools, transportation, and other equipment for the operation of valves, hydrants, and blowoffs during the chlorination. Install, and if directed remove, all chlorination taps required for disinfection. The cost of this work shall be included in the bid item for pipe installation. The disinfection will be performed under the supervision of Engineer.

## 1.02 PROTECTION

Chlorine disinfection and dechlorination shall be under the direct supervision of someone familiar with the physiological, chemical, and physical properties of the form of chlorine used. They shall be trained and equipped to handle any emergency that may arise. All personnel involved shall observe appropriate safety practices to protect working personnel and the public.

The forwards of AWWA Standards B300 and B301 contain information and additional reference material regarding the safe handling of hypochlorites and liquid chlorine. The Contractor shall familiarize himself with this information prior to performing any disinfection work.

## 1.03 RELATED WORK

Observe the precautions described in Specification Section 15000 to avoid contamination during installation of the pipeline.

#### 1.05 REFERENCES

Refer to current AWWA Standard for Disinfecting Water Mains C651.

## PART 2: PRODUCTS

#### 2.01 MATERIALS AND EQUIPMENT

- A. Furnish liquid chlorine and injection equipment and/or calcium hypochlorite (HTH) as needed to disinfect all pipelines and appurtenances.
- B. Liquid chlorine contains 100% available chlorine and is packaged in steel containers, usually of 100 lbs., 150 lbs., or 1-ton net chlorine weight. Liquid chlorine is to be furnished in accordance with AWWA B301.
- C. Calcium hypochlorite is available in granular form or in approximately 5-g tablets, and contains approximately 65% available chlorine by weight and is employed in calculations used in this specification. The material should be stored in a cool, dry, and dark environment to minimize its deterioration. Do not use calcium hypochlorite intend for swimming pool disinfection, as this material (containing trichloroisocyanuric acid) has been sequestered and is extremely difficult to eliminate from the pipe after the desired contact time had been achieved.

#### D. Calcium hypochlorite must conform to AWWA B300.

#### PART 3: EXECUTION

#### 3.01 PREPARATION

All pipelines shall be pressure and leak tested, flushed, and cleaned of debris and dirt prior to application of the disinfectant. Flushing shall continue until the volume in the newly installed main has turned over at least one time unless the Engineer determines that conditions do not permit the required volume to be safely discharged to waste.

#### 3.02 APPLICATION OF DISINFECTANT

Methods to be used for disinfection are those detailed in ANSI/AWWA C651 Disinfecting Water Mains.

#### 3.03 WATER MAINS

Three (3) methods of chlorination are described below. The third method, using tablets of hypochlorite, is only permitted by expressed approval of the Engineer and under no circumstance allowed for projects of 2000 feet or more. Otherwise, information in the forward of AWWA Standard C651 will be helpful in determining the best method to be used.

#### A. <u>Continuous Feed Method</u>

1. <u>Set up</u>

The continuous feed method consists of completely filling the main to remove all air pockets, flushing the completed main to remove particulates, and then refilling the main with chlorinated potable water. The potable water shall be chlorinated, so that after a 24-hour holding period in the main, there will be a free chlorine residual of not less than 10 mg/L in collected samples.

Chlorine can be applied in advance of preliminary flushing by swabbing joints with bleach or placing hypochlorite granules in the pipe in areas where contamination is suspected. In any such case, the contractor shall make sure and take appropriate action to make sure that the flushed water is dechlorinated.

<u>Preliminary flushing</u>. Prior to being chlorinated, fill the main to eliminate air pockets and flush to remove particulates. The flushing velocity in the main shall be not less than 2.5 fps unless the Engineer determines that conditions do not permit the required flow to be discharged to waste. Table 1 shows the rates of flow required to produce a velocity of 2.5 fps in pipes of various sizes.

NOTE: Flushing is no substitute for preventive measures during construction. Certain contaminants such as caked deposits resist flushing at any feasible velocity.

## TABLE 1 Required Flow and Openings to Flush Pipelines

# (40 psi Residual Pressure in Water Main)

Pipe Diameter (inches)	Flow required to produce 2.5 fps velocity in main <u>(gpm)</u>	1	of Tap.Num (inches) 1-1/2 er of taps o	2	2-1/2 in. Hydrant <u>Outlets to Use</u>
4	100	1	_	_	1
6	200 -	-	1	-	1
8	400 -	-	2	1	1

\* With a 40 psi pressure in the main with the hydrant flowing to atmosphere, a 2½-inch hydrant outlet will discharge approximately 1,000 gpm and a 4½-inch hydrant outlet will discharge approximately 2,500 gpm.

† Number of taps on pipe based on discharging through 5 feet of galvanized iron pipe with one 90-degree elbow.

In mains of 24-inches or larger diameter, an acceptable alternative to flushing is to broom-sweep the main, carefully removing all sweepings prior to chlorinating the main.

#### 2. Chlorinating the Main.

- a. Flow water from the existing distribution system or other approved source of supply at a constant, measured rate into the newly laid water main. In the absence of a meter, approximate the rate by placing a pitot gauge in the discharge or measuring the time to fill a container of known volume.
- b. At a point not more than 10 feet downstream from the beginning of the new main, dose the water entering the new main with chlorine fed at a constant rate such that the water will have not less than 25 mg/L free chlorine. Measure the chlorine concentration at regular intervals to ensure that this concentration is provided. Measure chlorine in accordance with the procedures described in the current edition of the AWWA Manual M12 or of *Standard Methods for the Examination of Water and Wastewater*.
- c. Table 2 gives the amount of chlorine required for each 100 feet of pipe of various diameters. Solutions of 1 percent chlorine may be prepared with calcium hypochlorite and the table indicates the appropriate amount of the 65% calcium hypochlorite. If using other concentrations of calcium hypochlorite, a properly adjusted weight must be used. A 1 percent chlorine solution requires 1 pound of calcium hypochlorite in 8 gallons of water.

TABLE 2			
Chlorine and Hypochlorite Required to Produce 25 mg/L			
Concentration in 100 feet of Pipe by Diameter			

Pipe	100 Percent	65 Percent	1 Percent
Diameter	Chlorine	Hypochlorite	Chlorine Solutions
<u>inches</u>	<u>lbs.</u>	<u>lbs.</u>	<u>gallons</u>
4	0.013	0.020,	0.16

6	0.030	0.046	0.36
8	0.054	0.083	0.65
10	0.085	0.131	1.02
12	0.120	0.185	1.44
16	0.217	0.334	2.60

- d. During the application of chlorine, position valves so that the strong chlorine solution in the main being treated will not flow into water mains in active service. Do not stop the chlorine application until the entire main is filled with heavily chlorinated water. Keep the chlorinated water in the main for at least 24 hours. During this time, operate all valves and hydrants in the section treated in order to disinfect the appurtenances. At the end of this 24-hour period, the treated water in all portions of the main shall have a residual of not less than 10 mg/L free chlorine.
- e. Hypochlorite solution may be applied to the water main with a gasoline or electrically powered chemical feed pump designed for feeding chlorine solutions. Feed lines shall be of such material and strength as to safely withstand the corrosion caused by the concentrated chlorine solutions and the maximum pressures that may be created by the pumps. Check all connections shall for tightness before the solution is applied to the main.
- f. If gaseous chlorine in solution is permitted by the Engineer and proposed by the contractor, the preferred equipment for the gas application employs a feed vacuum-operated chlorinator to mix the chlorine gas, in combination with a booster pump for injecting the chlorine gas solution water into the main to be disinfected. Direct feed chlorinators cannot be used. (A direct feed chlorinator is one which operates solely from the pressure in the chlorine cylinder.)
- B. Slug Method
  - 1. Setup
    - a. The slug method consists of placing calcium hypochlorite granules in the main during construction; completely filling the main to eliminate all air pockets, flushing the main to remove particulates, and slowly flowing a slug of water containing 100 mg/L of free chlorine through the main so that all parts of the main and its appurtenances will be exposed to the highly chlorinated water for a period of not less than 3 hours.
  - 2. Chlorinating the main.
    - a. At the option of the ENGINEER, place calcium hypochlorite granules in the main during construction. The purpose of this procedure is to provide a strong chlorine concentration in the first flow of flushing water especially to fill annular spaces in pipe joints. Flush the main to eliminate air and remove particulates to include management of dechlorination and discharged water.

- b. At a point not more than 10 feet downstream from the beginning of the new main, dose the water entering the new main with chlorine fed at a constant rate such that the water will have not less than 100 mg/L free chlorine. Measure the chlorine concentration at regular intervals to ensure that this concentration is provided. Measure chlorine in accordance with the procedures described in the current edition of the AWWA Manual M12 or of *Standard Methods for the Examination of Water and Wastewater*. The chlorine shall be applied continuously and for a sufficient period to develop a solid column or "slug" of chlorinated water that will, as it moves through the main, expose all interior surfaces to a concentration of approximately 100 mg/L for at least 3 hours.
- c. The free chlorine residual shall be measured in the slug as it moves through the main. If at any time it drops below 50 mg/L, stop the flow, relocate the chlorination equipment to the head of the slug, and as flow is resumed, apply chlorine to restore the free chlorine in the slug to not less than 100 mg/L.
- d. As the chlorinated water flows past fittings and valves, operate related valves and hydrants so as to disinfect appurtenances and pipe branches.

# C. Tablet Method

- 1. Setup
  - a. The tablet method consists of adhering calcium tablets in the water main as it is being installed and then filling the main with potable water when installation is completed. This method may be used only if the pipes and appurtenances are kept clean and dry during construction and with permission by the Engineer for short main installations.
- 2. Chlorinating the Main
  - Placing of calcium hypochlorite tablets Placing of calcium hypochlorite a. tablets. During construction, 5-g calcium hypochlorite tablets shall be placed in each section of pipe. Also, one such tablet shall be placed in each hydrant, hydrant branch, and other appurtenance. The number of 5-g tablets required for each pipe section shall be 0.0012 d<sup>2</sup>L rounded to the next higher integer, where *d* is the inside pipe diameter, in inches, and L is the length of the pipe section, in feet. Table 1 shows the number of tablets required for commonly used sizes of pipe. The tablets shall be attached by a food-grade NSF approved adhesive. There shall be no adhesive on the tablet except on the broadside attached to the surface of the pipe and no adhesive applied or spilled on the pipe Excess adhesive must be removed immediately using surface. mechanical means or an NSF approved adhesive solvent. Attach all the tablets inside and at the top of the main, with approximately equal numbers of tablets at each end of a given pipe length. If the tablets are attached before the pipe section is placed in the trench, their position shall be marked on the section so it can be readily determined that the pipe is installed with the tablets at the top.

Length of Pipe Section, ft. (m)

Pipe	Diameter	13(4.0) or less	18(5.5)	20(6.1)	30(9.1)	40(12.2)
in.	(mm)	Number of 5-g Calcium Hypochlorite Tablets				
6	(150)	1	1	1	2	2
8	(200)	1	2	2	3	4
12	(300)	3	4	4	6	7
16	(400)	4	6	7	10	13

b. Filling and contact. When installation has been completed, the main shall be filled with water at a rate such that water within the main will flow at a velocity no greater than 1 ft./s (0.3 m/s). Precautions shall be taken to ensure that air pockets are eliminated. This water shall remain in the pipe for at least 24 hours. If the water temperature is less than 41°F (5°C), the water shall remain in the pipe for at least 48 hours.

## 3.04 DISPOSAL OF HEAVILY CHLORINATED WATER

- A. Do not keep heavily chlorinated water in contact with pipe for more than 48 hours after the applicable retention period. In order to prevent damage to the pipe lining or corrosion damage to the pipe itself, flush the heavily chlorinated water from the main fittings, valves, and branches until chlorine measurements show that the concentration in the water leaving the main is no higher than that generally prevailing in the system or is acceptable for domestic use. Take all steps necessary to dechlorinate water where required per section 3.04B and 3.04C below. Contact the local sewer department to arrange for disposal of the heavily chlorinated water to the sanitary sewer if applicable.
- B. Neutralize the chlorine residual of the water being disposed of by treating with one of the chemicals listed in Table 3. Select an alternative disposal site if a sanitary sewer system is unavailable for disposal of the chlorinated water.
- C. The proposed alternative disposal site shall be inspected and approved of by the Engineer. Apply a reducing agent to the chlorinated water to be wasted to completely neutralize the chlorine residual remaining in the water. (See Table 3 for neutralizing chemicals. Do not overdose neutralizing chemicals as this may result in adverse environmental impacts. Only dose the amount required to neutralize the amount of chlorine present). Contact federal, state and local regulatory agencies, where necessary, to determine special provisions for the disposal of heavily chlorinated water.

<u>Table 3</u> Pounds of chemicals required to neutralize various Residual chlorine concentrations in 100,000 gallons of water.

Re	sidual Chlorine	Sulfur	Sodiu

ım Sodium

Sodium

Ascorbic

Concentration mg/L	Dioxide (SO₂)	Bisulfite S (NaHSO <sub>3</sub> )	Sulfite ( <u>Na₂SO₃)</u>	Thiosulfate (Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> · 5H <sub>2</sub> O)	Acid <u>(C<sub>6</sub>O<sub>8</sub>H<sub>6</sub>)</u>
1	0.8	1.2	1.4	1.2	2.1
2	1.7	2.5	2.9	2.4	4.2
10	8.3	12.5	14.6	12.0	20.9
50	41.7	62.6	73.0	60.0	104.0

- D. Test for chlorine residual throughout the disposal process to be sure that the chlorine is neutralized
- E. Submit a plan of disposal of flushed water to the Engineer for approval

#### 3.05 BACTERIOLOGICAL TESTING

- A. After final flushing and before the water main is placed in service, the first of two consecutive sets of acceptable samples can be collected from the new main. The second set of samples must be taken at least 24 hours after the first set of samples. The main should not be flushed between collection of the first and second set of samples except to clear the sample site to collect the second sample. At least one set of samples shall be collected from every 1,200 feet, of the new water main, plus one set from the end of the line and at least one set from each branch when possible or as required by regulatory requirements.
- B. Samples shall be collected by a person knowledgeable in collecting samples for bacteriological sampling or arrange for the Engineer to collect the sample. Coordinate with Engineer and submit samples to the Engineer for testing of bacteriological (chemical and physical) quality. Testing will be in accordance with <u>Standard Methods of the Examination of Water and Wastewater</u>. Samples shall show the absence of coliform organisms; and the presence of a chlorine residual. Samples shall also be tested for turbidity, pH, and standard heterotrophic plate count (HPC). HPC levels must be consistent with levels normally found in the distribution system to which the new main is connected.
- C. Bacteriological tests must show complete absence of coliforms and acceptable HPCs. If tests show the presence of coliform or unacceptable HPCs, perform additional flushing and disinfection of the pipeline until acceptable tests are obtained and no additional compensation will be allowed. Additional testing requested by the Engineer will be paid for in accordance with <u>IDOT Standard Specifications for Road and Bridge Construction Article 109.04.</u>

#### 3.06 RETESTING AND TESTING SOURCE WATER

A. At the time of initial flushing the main to remove material and test for air pockets, Contractor may request the Engineer to continue flushing until the desired chlorine residual is met at the discharge point. Notification must be provided in advance and the Contractor shall be prepared to test for chlorine at intervals of no more than five minutes as the water clears. This will provide the Contractor with some assurance that the source water is chlorinated.

B. If the subsequent tests for bacteriological contamination conducted by the Contractor fail, the Contractor may request the Engineer to continue flush from the source water into the new pipe system until a chlorine residual is found at the discharge point. Notification must be provided in advance and the Contractor shall be prepared to test for chlorine at intervals of no more than five minutes as the water clears. The operation of all existing system valves shall be by the Engineer at the Contractor expense and the discharge point must be opened prior to opening existing valves to avoid contamination. This will provide the Contractor with some assurance that the source water is chlorinated for subsequent tests.

## SECTION 15025 - CLEANING PIPELINES

#### PART 1: GENERAL

#### 1.01 SCOPE OF WORK

Clean the pipelines installed under these Contract Documents using foam pigs, swabs, or "go-devils", as described herein, whenever normal flushing will not sufficiently remove dirt and debris that was introduced during construction.

#### 1.02 GENERAL

Normal pipeline flushing is often inadequate to remove all the entrapped air, loose debris, and other objects that may have been left in the main during installation. In such cases, use polyurethane foam pigs and/or polyurethane hard foam swabs to remove all foreign matter from the pipeline (i.e. "pig" the pipeline). Clean the pipeline per the requirements of this Specification Section prior to testing and disinfecting the main.

#### 1.03 RELATED WORK

See Specification Section 15000.3.02 - Construction Methods to Avoid Contamination and Specification Section 15020.3.01 - Preparation (prior to disinfecting pipelines).

## 1.04 PROTECTION DURING FLUSHING AND CLEANING

Coordinate with Engineer before flushing to ensure that an adequate volume of flushing water is available, at sufficiently high pressure. Determine if the water can be disposed of safely. Notify the Engineer, and the following prior to flushing, or cleaning:

- a. Fire Department
- b. Other utilities, such as gas, electric and telephone companies, who may have underground facilities in the area.
- c. Customers who may be inconvenienced by reduced pressure or dirty water.

Coordinate with Engineer to isolate the section to be flushed from the operating distribution system. Close valves slowly to prevent water hammer. Open the fire hydrant or blow-off valve slowly until the desired flow rate is obtained. When flushing from a dry barrel fire hydrant, use the gate valve upstream of the hydrant for throttling purposes. Open the hydrant valve fully to prevent water from escaping into the ground through the fire hydrant barrel drain.

Protect the work staff and the public during operation of hydrants and valves. Keep children away from the flow of flushing water. Where practical employ energy dissipaters to help avoid damage to property and the flooding of streets. The safety considerations also apply to main cleaning. See General Conditions Article 6.

## PART 2: PRODUCTS

## 2.01 MATERIALS AND EQUIPMENT

Furnish the foam cleaning plugs (swabs or pigs), labor, and equipment as needed to pig all pipelines. Furnish all materials required for the expulsion of air and other debris from pipelines. Do not use of pipe cleaning plugs which utilize Bristles, wire brushes, carbide abrasives, steel studs, or any other Type abrasive unless specifically approved by the Engineer. Consult a manufacturer of pipe cleaning plugs, such as Knapp Polly Pig (Houston, Texas), to determine the type and size of cleaning plug best suited for the application. Two types of plugs shall be considered and are described as follows:

#### A. <u>Swabs</u>

Swabs used for cleaning mains shall be made of polyurethane foam. This foam has a density of 1 to 2 pounds per cubic feet. Swabs shall be purchased from commercial manufacturers of swabs for pipes. Both soft and hard grade foam swabs are available. New mains are typically cleaned with hard foam swabs.

Use swabs cut into cubes and cylinders slightly larger than the size of the pipe to be cleaned. Cubes one inch larger in dimension than the nominal diameter of the pipe being cleaned have worked well for cleaning pipes up to 12-inches in diameter. For mains greater than 12-inches in diameter, the swab diameter must be considered individually for each operation. For new mains, swabs 3-inches larger than the pipe diameter have worked well. Swabs for the larger mains are usually 1-1/2 times the diameter in length.

#### B. <u>Pigs</u>

The other type of cleaning plug available is called a pig. Pigs, if used, shall be commercially manufactured for the specific purpose of cleaning pipes. They shall be made of polyurethane foam weighing 2 to 15 lb./cu. ft. Pigs are bullet

shaped and come in various grades of flexibility and roughness. Pigs are typically 1/4 -inch to 1/2-inch larger in diameter than the pipe to be cleaned.

### PART 3: EXECUTION

### 3.01 PLUG INSTALLATION AND REMOVAL

Furnish all equipment, material, and labor to satisfactorily expose cleaning wyes, or other entry or exit points. Remove cleaning wye covers, etc., as required by the Engineer to insert the plugs into the mains.

If approved by the Engineer, stripped fire hydrants, air valves and blow-offs may serve as entry and exit points for smaller sized mains. The Engineer will examine these appurtenances and the connecting laterals to ensure that adequate openings exist through which a plug may be launched.

If these appurtenances are used, a special launcher is required to ease the insertion and launching of the plug. If available, a pressurized water source such as a fire hydrant can be used to launch the plug. If water from the system is not available nearby, use a water truck with pump.

If hydrants are used as entry and/or exit points, remove the internal mechanisms and plug the drains under the supervision of the Engineer. Insert the plug and replace the cap with a special flange with a 2-1/2-inch fitting. Connect the 2-1/2-inch fitting, with a pressure gauge and valve, to a pressurized water source. After closing the last valve isolating the section to be cleaned, open the hydrant supply valve. Propel the swab or pig into the main by opening the exit valve.

In mains greater than 8-inches, wyes shall be used at the entry and exit points. Fabricate the wye section one size larger than the main to ease the insertion and extraction of the plug. The use of wyes, as with the previously mentioned appurtenances, requires an outside source of pressurized water for launching. Cap the wye with a flange with a 2 to 6 inch fitting for connecting to the pressurized water source.

Many pigs are harder to insert into a pipe since they are less flexible than swabs. Other methods acceptable to insert pigs include:

- 1. winching with a double sling,
- 2. winching with a rope attached to the pig,
- 3. compression with a banding machine prior to insertion, and
- 4. the use of a specially designed tapered steel pipe which is removed after use.

During swab or pig installation, leave as much water as possible in the main to be cleaned. The water suspends the material being removed from the pipe and minimizes the chance of the material forming a solid plug. Water in the pipe also keeps the swab or pig from traveling through the pipe at excessive rates. If swabs or pigs travel too fast, they will remove less material and wear more rapidly.

At the exit point or blow-off, install a wye long enough to house the swab or pig. Attach temporary piping to the end cap to allow the drainage of the water.

Take precautions to prevent backflow of purged water into the main when the cleaning plug exits through a dead end main. This can be accomplished by installing mechanical joint bends and pipe joints to provide a riser out of the trench. Additional excavation of the trench may serve the same purpose.

# 3.02 PRE-CLEANING PROCEDURES

- A. Prepare a written cleaning plan for the Engineer's review,
- B. Suggested pre-cleaning procedures include:
  - 1. Identify mains to be cleaned on a map. Mark the location of the entry, water supply, exit points, any blow-offs to be used, valves to be closed, and the path of the swab or pig.
  - 2. Under the Engineer's supervision and with Owner staff as required, inspect and operate all valves and hydrants to be used in the cleaning operation to ensure their correct operation and a tight shutdown.
  - 3. Check location and type of hydrants, launch and exit location, and blow-offs to be used. Make blow-off tap connections, if necessary.
  - 4. The Owner will notify customers served by the main to be cleaned that their water will be off for a specified period of time on the day of the cleaning.
  - 5. The Owner will identify customers who may require temporary services during the main cleaning operation. The Contractor shall provide the temporary connections.
  - 6. Determine the number and size of plugs to be used.

# 3.03 CLEANING PROCEDURE

Clean the pipeline using the following procedures and the Contractor's cleaning plan, as approved by the Engineer.

- A. <u>Swab Cleaning Procedures</u>
  - 1. Open the water supply upstream of the swab. Throttle the flow in the main at the discharge (plug exit) point so that the swab passes through the main at a speed of 2 to 4 fps. (At this velocity, swabs will effectively clean pipes for distances of up to 4,000 feet before disintegrating to a size smaller than the main.) Use pitot gauges at the exist hydrant or blow-off to estimate the flowrate in the main.
  - 2. Note the time of entry of the swab into the main and estimate its time of exit. If the swab does not reach the exit point in the estimated time plus ten minutes, then a blockage has probably occurred. Reverse the flow in the main and note the time required for the swab to reach the original entry point. From the return travel time, estimate the

location of the blockage. The Engineer may require the use of a swab containing a transmitter to accurately locate the blockage.

- 3. Swab repeatedly as needed. Stop swabbing when the water behind the swab emerging at the exit clears up within one minute. Account for all swabs inserted into the main.
- 4. After the last swab has been recovered, flush the main to remove swab particles. This may require up to an hour of flushing.

# B. <u>Pig Cleaning Procedures</u>

- 1. Remove all air valves along the line. Insure that each isolating valves to the air release valve are completely closed. Operate system to prevent undesired buildup of air while air release valves are out of service.
- 2. If the pig is inserted directly into the main, set it in motion by opening the upstream gate valve and a downstream fire hydrant or blow-off valve (usually the valve on the capped end at the exit point). If the pig is launched from a wye, fire hydrant, or other appurtenance, use an external pressurized water source to inject the pig into the main as described in Specification Section 3.01.
- 3.
- 4. Once the pig is launched, control its speed by throttling the discharge at a downstream fire hydrant or blow-off. Operate pigs at the typical speed of 1 fps. This slow speed will help prevent pressure surges when the pig passes through undersized valves, enters smaller pipes, or turns through tees or crosses. Speeds of up to 2 fps. can be used on straight runs with no restrictions or sharp turns.
- 5.
- 6. Make sufficient passes of the pig to obtain thorough cleaning. Two pigs may be used in tandem to save time and water. Sufficient cleaning is established when the water discharging after the pig becomes clear within one minute.

### 3.04 POST CLEANING PROCEDURE

After successful cleaning; test, flush, and disinfect the main in accordance with applicable sections of these Specifications.

### SECTION 15030 - PRESSURE AND LEAKAGE TESTS

### PART 1: GENERAL

1.01 SCOPE OF WORK

Test all piping, valves, and appurtenances installed under these Contract Documents. Testing shall be performed concurrent with installation. Do not install more than 1,200 feet of pipe without being tested, unless approved by the Engineer.

### 1.02 SUBMITTALS

Prepare and submit schedules and procedures to the Engineer for testing of all parts of the water main installed in accordance with these Contract Documents. Submit the schedule at least seven days prior to any testing.

# PART 2: PRODUCTS

### 2.01 EQUIPMENT

Furnish the pump, pipe connections, and all necessary apparatus for the pressure and leakage tests including gauges and metering devices. The Owner reserves the option to furnish the gauges and metering devices for the tests. Excavate, backfill, and furnish all necessary assistance for conducting the tests.

### PART 3: EXECUTION

### 3.01 GENERAL

- A. Perform hydrostatic pressure and leak tests in accordance with AWWA C600, Section 4 - Hydrostatic Testing after the pipe or section of pipe has been laid, thrust blocking cured (min. 5 days), and the trench is completely or partially backfilled. Where practical, testing shall be performed fully isolated from the active distribution system.
- B. The Contractor may, at his option, completely backfill the trench or partially backfill the trench over the center portion of each pipe section to be tested. However, the Engineer may direct the Contractor to completely backfill the trench if local traffic or safety conditions require.
- C. For system operating pressures of 200 psi or less, perform the hydrostatic test at a pressure of no less than 100 psi above the normal operating pressure without exceeding the rating of the pipe and appurtenances. For system operating pressures in excess of 200 psi, perform the hydrostatic test at a pressure that is 1.5 times the normal operating pressure, but no more than the design rating of the pipe and appurtenances.
- D. Valves shall not be operated in either direction at a differential pressure exceeding the rated valve working pressure. A test pressure greater than the rated valve working pressure can result in trapped test pressure between the gates of a double-disc gate valve. For tests exceeding the rated valve working pressure, the test setup should include a provision, independent of the valve, to reduce the line pressure to the rated valve working pressure on completion of the test. The valve can then be opened enough to equalize the trapped pressure with the line pressure, or the valve can be fully opened if desired.

- E. The test pressure shall not exceed the rated working pressure or differential pressure of the valves when the pressure boundary of the test section includes closed, resilient-seated gate valves or butterfly valves.
- F. Attach a tapping sleeve and valve assembly to the main. Pressure test the assembly prior to making the tap. The required test pressure shall be determined in the same manner as for pipe. The test is acceptable if there is no pressure drop in 15 minutes at test pressure.

### 3.02 FILLING AND TESTING

- A. Slowly fill each segregated section of pipeline with water ensuring that all air is expelled. Extreme care must be taken to ensure that all air is expelled during the filling of pipe. The line shall stand full of water for at least twenty-four hours prior to testing to allow all air to escape. If necessary, tap the main at points of highest elevation to expel air as the pipe is filled. Remove the corporation stops and plug the taps after successfully filling the pipeline and expelling all air as approved by the Engineer.
- B. Apply the specified test pressure, measured at the point of lowest elevation, using a pump connected to the pipe in a manner satisfactory to the Engineer. If the elevation of the high point of the pipeline being tested is such that the pressure during testing will be below 85% of the required test pressure, the Engineer will require a separate test to be performed on this section of pipeline. In lieu of a separate test, the test pressure measured at the lowest elevation may be increased, within the pressure rating of the pipeline material, such that the resulting pressure at the highest point exceeds 85% of the required test pressure. The test will be conducted for at least two hours at the required test pressure  $\pm 5$  psi.
- C. Conduct a leakage test concurrently with the pressure test. Leakage is defined as the volume of the water that must be supplied into the newly laid pipeline to maintain pressure within 5 psi of the test pressure after it is filled and purged of air. Measure the volume of water using a calibrated container or meter.
- D. No pipeline installation will be accepted by the Engineer if the leakage is greater than that shown in the following table:

# Allowable Leakage per 1000 ft. of Pipeline\*---gph

Avg. Test	Nominal Pipe Diameterin.													
Pressure pri	4	6	8	10	12	14	16	18	20	24	30	36	42	48
-350	0.57	0.86	1.15	1.43	1.72	2.01	1.29	2.58	2.87	3.44	4.30	5.16	6.02	6.88
400	0.54	0.81	1.08	1.35	1.62	1.89	2.16	2.43	2.70	3.24	4.05	4.86	5.68	6.49
350	0.51	0.76	1.01	1.26	1.52	1,77	2.02	2.28	2.53	3.03	3.79	4,55	5.31	6.07
300	0.47	0.70	0.94	L17	1.40	1.64	1.87	2.11	2.34	2.81	3.51	4.21	4.92	5.62
275	0.45	0.67	0.90	1.12	1.34	1.57	1.79	2.02	2.24	2.69	3.36	4.03	4.71	5.38
250	0.43	0.64	0.85	1.07	1.28	1.50	1.71	1.92	2.14	2.56	3.21	3.85	1.49	5.13
225	0.41	0.61	0.81	1.01	1.22	1.42	1.62	1.82	2.03	2.43	3.04	3.65	4.26	4.86
200	0.38	0.57	0.76	0.96	1.15	1.34	1.53	1.72	1.91	2.29	2.87	<b>1.44</b>	4.01	4.59
175	0.36	0.54	0.72	0.89	1.07	1.25	1.43	1.61	1.79	2.15	2.68	3.22	3.75	4.29
150	0.33	0.50	0.66	0.83	0.99	1.16	1.32	1.49	1.66	1.99	2.48	2.98	3.48	3.97
125	0.30	0,45	0,60	0.76	0.91	1.06	1.21	1.36	1.51	1.81	2.27	2.72	3.17	3.63
100	0.27	0,41	0.54	0.68	0.81	0.95	1.08	1.22	1.35	1.62	2.03	2.43	2.84	3.24

\*If the pipeline under test contains sections of various diameters, the allowable leakage will be the sum of the computed leakage for each size. The table has been generated from the formula:  $L = \underline{S^*D^*P^{1/2}}$  where L is the allowable leakage in gallons per hour, S is the length of

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pipe in feet, D is the nominal pipe diameter in inches, and P is the test pressure in psig.

E. Should any test disclose damaged or defective materials or leakage greater than that permitted, the Contractor shall, at Contractor's expense, locate and repair and/or replace the damaged or defective materials. Materials used for repair must be approved by the Engineer and meet the specifications. Repeat the tests until the leakage is within the permitted allowance and is satisfactory to the Engineer.

### SECTION 15106 - DUCTILE IRON PIPE AND FITTINGS

#### PART 1: GENERAL

#### 1.01 COORDINATION OF WORK

Connection to existing pipelines may require shutdown of Owner facilities. Closely coordinate construction work and connections with the Owner through the Engineer. The Engineer, in consultation with the Owner, may select the time for connection to existing pipelines, including Saturdays, Sundays, or holidays, which, in the opinion of the Engineer, will cause the least inconvenience to the Owner and/or its customers. Make such connections at such times as may be directed by the Owner, at the Contract prices, with no claim for premium time or additional costs.

#### 1.02 RELATED WORK

Piping - General Provisions - Specification Section 15000

### 1.03 SUBMITTALS

Submit shop drawings and manufacturer's literature to the Engineer for approval with details and schedules for all items as noted in the Drawings and/or Specifications and/or required by the Engineer. Five (5) copies of all drawings, schedules and brochures shall be submitted for approval.

### 1.04 REFERENCES

Refer to current AWWA Standards:

AWWA C104 - American National Standard for Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water

AWWA C105 - American National Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems

AWWA C110 - American National Standard for Ductile-Iron and Gray-Iron Fittings, 3-inch through 48-inch, for Water and Other Liquids

AWWA C111 - American National Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings

AWWA C115 - American National Standard for Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges

AWWA C116 - American National Standard for Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings for Water Supply Service

AWWA C150 - American National Standard for the Thickness Design of Ductile-Iron Pipe

AWWA C151 - American National Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water

AWWA C153 - American National Standard for Ductile-Iron Compact Fittings, 3inch through 24-inch and 54-inch through 64-inch, for Water Service

AWWA C600 -- AWWA Standard for Installation of Ductile-Iron Water Mains and Their Appurtenances

### PART 2: PRODUCTS

Research has documented that certain elastomers (such as those used in gasket material) may be subject to permeation by lower-molecular weight organic solvents or petroleum products. Products supplied under this Specification Section assume that petroleum products or organic solvents will not be encountered. If during the course of pipeline installation, the Contractor identifies, or suspects the presence of petroleum products or any unknown chemical substance, <u>notify the Engineer</u>

<u>immediately</u>. Stop installing piping in the area of suspected contamination until direction is provided by the Engineer.

### 2.01 PIPE MATERIAL

A. General

Ductile iron pipe shall conform to the latest specifications as adopted by the American National Standards Institute, Inc., (ANSI) and the American Water Works Association (AWWA). Specifically, ductile iron pipe shall conform to AWWA Standard C151.

The pipe or fitting exterior shall be coated with a bituminous coating in accordance with AWWA Standard C151. The pipe or fitting interior shall be cement mortar lined and seal coated in compliance with the latest revision of AWWA Standard C104.

B. <u>Quality</u>

Pipe and fittings shall meet the following minimum quality requirements by conforming to the following:

- 1. AWWA C105 / ANSI A21.5 Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water Polyethylene Encasement for Ductile-Iron Pipe Systems
- AWWA C110 / ANSI A21.10 Ductile Iron and Gray Iron Fittings, 3 NPS through 48 NPS for Water AWWA C111 / ANSI A21.11 Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
- 3. AWWA C115 / ANSI A21.15 Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges
- AWWA C116 / ANSI A21.16 Protective Fusion-Bonded Epoxy Coating for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings for Water Supply Service
- 5. AWWA C150 / ANSI A21.50 Thickness Design of Ductile-Iron Pipe
- 6. AWWA C151 / ANSI A21.51 Ductile-Iron Pipe, Centrifugally Cast, for Water
- 7. AWWA C153 / ANSI A21.53 Ductile-Iron Compact Fittings, 3 NPS through 24 NPS and 54 NPS through 64 NPS, for Water Service

Ductile iron water pipe and fittings will be accepted on the basis of the Manufacturer's certification that the material conforms to this specification. The certification for iron fittings shall list a fitting description, quantity, bare fitting weight and source, (AWWA Standard C110, C153 or Manufacturer, if fitting is not listed in either standard). The certification shall accompany the material delivered to the project site. The Owner reserves the right to sample and test this material subsequent to delivery at the project site. If foreign manufactured fittings are provided, then the Contractor is obligated to notify the Engineer with a submittal and provide the necessary documentation to satisfy the Engineer and the Owner that the materials provided meet the specified AWWA standards and, among other documentation that may be required, provide certificates of compliance on the component supplied.

C. Pipe Class

The pressure class of pipe to be furnished shall be in accordance with Table 1 and the notes listed below.

#### Table 1 **MINIMUM** RATED WORKING PRESSURE FOR DUCTILE IRON PIPE MANUFACTURED IN ACCORDANCE WITH AWWA Standard C151 Pressure Pipe Size (Inch) Class 6 350 8 350 12 350 16 300 20 300 24 250

### <u>NOTES:</u>

1. Larger pipe sizes up to 54-inch can be installed as pressure Class 200 with cover up to nine (9) feet and an operating pressure of 200 psi, where approved by the Engineer. When trench depths exceed fifteen (15) feet for pipe sizes of 16-inch or larger, the Engineer shall direct the Contractor on the proper class pipe to use.

2. The noted pressure class is adequate to support 3/4 and 1-inch corporation stops. Use a full saddle for larger taps (e.g., air relief valves or larger corporations) due to limited wall thickness.

3. There are special conditions where a larger wall thickness is required. The Engineer shall direct the Contractor on the proper pressure class pipe to use in specific instances; e.g. at treatment plant or booster station sites where frequent excavation can be anticipated in the vicinity of pipe, where the pipeline is laid on a river channel bottom to prevent external damage to the pipe and minimize the potential for costly pipe replacement, etc.

### D. Testing

Perform a hydrostatic test of all pipe and appurtenances as required by AWWA Standard C151 and Specification Section 15030.

### E. <u>Joints</u>

1. Mechanical and Push-On

Mechanical and push-on joints including accessories shall conform to AWWA Standard C111.

2. Flanged

Flanged joints shall conform to AWWA Standard C110 or ANSI B16.1 for fittings and AWWA Standard C115 for pipe. Do not use flanged joints in underground installations except within structures.

Furnish all flanged joints with 1/8-inch thick, red rubber or styrene butadiene rubber gaskets. The bolts shall have American Standard heavy unfinished hexagonal head and nut dimensions all as specified in American Standard for Wrench Head Bolts and Nuts and Wrench Openings (ANSI B18.2). For bolts of 1-3/4-inches in diameter and larger, bolt studs with a nut on each end are recommended. The high-strength, low-alloy steel for bolts and nuts shall have the characteristics listed in Table 6 of AWWA Standard C111. Exposed bolts and nuts in aggressive soils shall be Xylan or FluoroKote #1.

3. <u>Restrained Joint Pipe</u>

Restrained joints for pipes shall be of the boltless push-on type which provides joint restraint independent of the joint seal. Restrained push-on joints allowed for pipe only shall have accessories conforming to AWWA Standard C111. Restrained system shall be suitable for the following minimum working pressures:

Size (Inch)	<u>Pressure (psi)</u>
Less than 20"	350
20"	300
24"	250
30" - 64"	200

### 2.02 FITTINGS

### A. Ductile Iron Fittings

Standard fittings shall be ductile iron conforming to AWWA Standard C110. Compact ductile iron fittings shall meet the requirements of AWWA Standard C153.

1. Working Pressures

Fittings shall be suitable for the following working pressures unless otherwise noted in AWWA Standard C110 or C153.

<u>Pressure (psi)</u>						
	Compact Fittings	Standard Fittings				
<u>Size</u>	Ductile Iron	<u>Ductile Iron</u>				
3" - 24"	350	250 , 350 (with special gaskets)				
30" - 48"	250	250				
54" - 64"	150	N/A				

The use of standard ductile iron fittings having a 250 psi pressure rating with ductile iron pipe (having a rating of 350 psi) is not permitted except by the expressed written approval by the Engineer.

2. Coating and Lining

The fittings shall be coated on the outside with a petroleum asphaltic coating in accordance with AWWA Standard C110 or fusion coated epoxy in accordance with AWWA Standard C116 and lined inside with cement-mortar and seal coated in accordance with AWWA Standard C104 or fusion coated epoxy in accordance with AWWA Standard C116.

### B. Joints

#### 1. Mechanical and Push-On

Mechanical and push-on joints including accessories shall conform to AWWA Standard C111. Anti-Rotation I T-Bolts shall be used on mechanical joints shall be of domestic origin, high strength, low alloy steel bolts only, meeting the current provisions of American National Standard ANSI/AWWA C111/A21.1-90 for rubber gasket joints for cast iron or ductile iron pipe and fittings. Bolt manufacturer's certification of compliance must accompany each shipment. T-bolts shall be Xylan or FluoroKote #1, (corrosion resistant) to handle corrosive conditions on any buried bolts.

#### 2. Flanged

Flanged joints shall meet the requirements of AWWA Standard C115 or ANSI B16.1. Do not use flanged joints in underground installations except within structures. Furnish all flanged joints with a minimum 1/8-inch, thick red rubber or styrene butadiene rubber gasket. The bolts shall have American Standard heavy unfinished hexagonal head and nut dimensions all as specified in ANSI B18.2. Xylan or FluoroKote #1 Hex Bolts (corrosion resistant) to handle corrosive conditions shall be used on any buried flanged bolts. Flange gaskets shall be rubber in composition; paper gaskets are not permitted.

Bolts and nuts hall be threaded in accordance with ASME/ANSI B1.1, Unified Inch Screw Threads (UN and UNR Thread Form) class 2A external and class 2B internal. For bolts of 1-3/4-inches in diameter and larger, bolt studs with a nut on each end are recommended. Material for bolts and nuts shall conform to ASTM A307, 60,000 PSI Tensile Strength, Grade B, unless otherwise specified. Bolt manufacturer's certification of compliance must accompany each shipment.

#### 3. Restrained

Restrained joints for valves and fittings shall be of the boltless push-on type which provides joint restraint independent of the joint seal. Field Lok gaskets are not permitted on valves or fittings. Restrained push-on joints allowed for pipe only shall have accessories conforming to AWWA Standard C111. Restrained system shall be suitable for the following minimum working pressures:

<u>Size</u>	<u>Pressure (psi)</u>
Less than 20"	350
20"	300

24"	250
30" - 64 <b>"</b>	250

Where adjacent fittings are to be placed (as in a mechanical joint hydrant tee and a mechanical joint hydrant valve), the use of a suitably sized Foster adaptor is permitted to facilitate restraint between the fittings.

#### PART 3: EXECUTION

#### 3.01 INSTALLATION

Follow the provisions of Specification Section 15000 and 02210 in addition to the following requirements:

#### A. Push-On Joints

Clean the surfaces that the gasket will contact thoroughly, just prior to assembly using a bacteria free solution (bleach, potable water or NSF approved material). Insert the gasket into the groove in the bell. Apply a liberal coating of special lubricant to the gasket and the spigot end of the pipe before assembling the joint. Center the spigot end in the bell and push home the spigot end.

#### B. Mechanical Joints

Clean and lubricate all components with soapy water prior to assembly. Slip the follower gland and gasket over the pipe plain end making sure that the small side of the gasket and lip of the gland face the bell socket. Insert the plain end into socket. Push gasket into position with fingers. Seat gasket evenly. Slide gland into position, insert bolts, and tighten nuts by hand. Tighten bolts alternately (across from one another) to the recommended manufacturing rating or if not provided, to the following normal torques:

Bolt Size	Range of Torque In Foot-Pounds
5/8"	40 - 60
3/4"	60 - 90
1"	70 - 100
1-1/4"	90 - 120

After field installation, all bolts shall receive petrolatum tape or petroleum wax protection or other approved coating material. Protection shall be applied before applying polywrap per specification 15131.

- C. <u>Restrained Joints</u>
  - 1. Ball and Socket

Assemble and install the ball and socket joint according to the manufacturer's recommendations. Thoroughly clean and lubricate the joint. Check the retainer ring fastener.

2. Push-On

Assemble and install the push-on joint according to the manufacturer's recommendations. Thoroughly clean and lubricate the joint. Check the retainer ring fastener.

Protect pipe from damage from the jacking device (backhoe bucket, pipe jack, etc.) when "pushing home" any pipe by using wood or other suitable (nonmetallic) material.

(3) Mechanical Joint

Assemble and install the mechanical joint according to the manufacturer's recommendations. Thoroughly clean and lubricate the joint. Use approved restrained joint device on fittings and valves where required and approved for use by Engineer.

D. Pipe Protection

Protect pipe from damage from the jacking device (backhoe bucket, pipe jack, etc.) when "pushing home" any pipe. Wood or other suitable material (nonmetallic) shall be used to push home the pipe.

E. Gaskets

Gaskets shall be as provided or recommended by the manufacturer and satisfy AWWA standard C111 in all respects. As noted in the products section of this specification, some gasket materials are prone to permeation of certain hydrocarbons which may exist in the soil (see part 2). Under these conditions and at the Engineer's discretion require contractor to provide FKM (Viton, FloureI) gasket material in areas of concern.

### SECTION 15131 - PIPING SPECIALTIES

### PART 1: GENERAL

#### 1.01 SCOPE

This Specification Section covers the furnishing and installation of miscellaneous piping specialties as shown on the Drawings or as required to fulfill the intent of the project.

### PART 2: PRODUCTS

### 2.01 POLYETHYLENE ENCASEMENT

- A. Polyethylene encasement shall conform to AWWA Standard C105. The polyethylene film supplied shall be translucent and blue in color and distinctly marked (at minimum 2 foot intervals) with the following information:
  - 1. manufacturer's name (or trademark),
  - 2. year manufactured,
  - 3. minimum film thickness and material type (LLDPE or HDCLPE),
  - 4. range of nominal pipe diameter size
  - 5. ANSI/AWWA C105/A21.5 (compliance)
  - 6. A warning "WARNING-CORROSION PROTECTION-REPAIR ANY DAMAGE
  - 7. labeled "WATER"
- B. Tape shall be polyethylene compatible adhesive and a minimum of 1.5" wide. Shall be Scotchwrap #50, Fulton #355, or Polyken #900.
- C. Store all polyethylene encasement out of the sunlight. Exposure of wrapped pipe should be kept to a minimum.

#### 2.02 VALVE BOXES

- A. All valves shall be provided with valve boxes of a design approved by the Engineer. Valve boxes shall be of the standard, adjustable, cast iron extension type, multiple piece, 5-1/4-inch shaft, screw type, and of such length as necessary to extend from the valve to finished grade. Cast iron valve boxes shall be hot coated inside and out with an asphaltic compound.
- B. Valve box bases shall conform to the following:

<u>Valve Size</u> 4" and smaller	<u>Base</u> round, 8" in height, 10-7/8" diameter at bottom
6" and 8"	round, 11" in height, 14-3/8" diameter at bottom
10" and larger	oval, 11" in height, 15" x 11-1/8" diameter at bottom

### 2.03 RODS, BOLTS, LUGS AND BRACKETS

- A. All steel rods, bolts, lugs and brackets, shall be ASTM A36 or A307 carbon steel with Xylan coating as a minimum requirement. The bolts shall have American Standard heavy unfinished hexagonal head and nut dimensions all as specified in ANSI B18.2. Xylan or FluoroKote #1 T-Bolts, corrosion resistant to handle corrosive conditions shall be used on any buried flanged bolts.
- B. After field installation, all steel surfaces shall receive a petrolatum wax tape coating in accordance with AWWA Standard C217. Suppliers include, but are not limited to, Tapecoat® Envirotape® and Denso Densyl Tape. Surface preparation and tape installation shall be in accordance with ASTM C217 and

the manufacturer's recommendations. Subject to approval by the ENGINEER, an alternative corrosion protection for exposed buried metal is an aerosol applied rubberized coating. The material shall be rapid dry and specifically designed for corrosion protection. 3M Rubberized Underseal Undercoating 08883 or any equivalent rubberized-bitumen based spray-on undercoating may be used. Follow manufacturer's recommendations for storage and application.

### 2.04 RETAINING GLANDS

A. All retaining glands shall be ductile iron with ductile iron set screws. Pressure ratings for use with ductile iron pipe shall be a minimum of 250 psi. Retainer Glands shall be coated with electrostatically applied baked-on polyurethane coating or approved equal. Locking wedges, bolts, and set screws shall be coated with Xylan or FluoroKote #1.

# 2.05 TEST /TRACER BOXES

A. All test/tracer boxes shall be 18" plastic box flared and squared at base and have a 4" I.D. with a 1 ½" cast iron flange. Lid shall be a one piece locking lid with "Test Station" marked on lid and shall contain 5 screw-type brass terminals on a non-conductive terminal board.

### 2.06 MARKING POSTS

A. All marking posts shall be Rhino FiberCurve<sup>™</sup> with PolyTechCoating or equivalent fiber-composite marking posts. The color shall be standard blue for water and the length shall be a minimum 66-inches. The decals be UV stable all weather type with a no dig symbol and white and contrasting white and blue vertical lettering: Butterfly and Gate Valves decals (Rhino GD-5226C) Blow-Offs decals (Rhino GD-5411C) Pipeline decals (Rhino GD-1333C).

# PART 3: EXECUTION

# 3.01 INSTALLATION

Install "piping specialties" in accordance with the general provisions provided in Specification Sections 01100 and15000 and the following:

- A. <u>Polyethylene Encasement</u>
  - 1. Encase piping in polyethylene as required to prevent contact with surrounding backfill and bedding material in all areas shown on the plans or designated by the Engineer. Polyethylene shall be 12 mils.

- 2. Install the polyethylene wrap material in accordance with the DIPRA Field Polyethylene Installation Guide and AWWA Standard C105. Polyethylene shall fit snugly and not tightly stretched. All holes or tears shall be repaired with tape. Large holes or tears shall be repaired by taping another piece of polyethylene over the hole. Tape or plastic tie straps at joint overlaps and at every 3-foot interval.
- 3. Dig bell holes and slide polywrap over the adjacent pipe and provide a minimum of 1 foot of overlap. Tightly secure bottom of polywrap using two to three passes of polyethylene tape on the pipe to polywrap connection and the overlap polywrap to polywrap connection.
- 4. Where polyethylene wrapped pipe being installed connects to a pipe that is not wrapped (including existing pipe), extend the wrap a minimum of 3 feet onto the previously uncovered pipe. This includes service lines which may be wrapped in polyethylene or dielectric tape.
- 5. Exposure of wrapped pipe to sunlight should be kept to a minimum. Pipe can be stored with the polywrap on for a maximum of 30 days.
- 6. At no time shall the polywrapped pipe be subjected to a point load during handling, temporary storage, or installation. The polywrap must be moved away from the timbers or hoisting device while on the pipe to prevent point loads and resulting pin holes.
- 7. Direct service taps for polyethylene encased pipe shall follow the procedure described in AWWA Standard C600. Access to the main for tapping through polyethylene is accomplished by making two to three passes of polyethylene tape around the pipe and over the polywrap. The tap is to be made directly through the tape and polywrap.
- 8. Tape shall be polyethylene compatible adhesive and a minimum of 1.5" wide. Shall be Scotchwrap #50, Fulton #355, or Polyken #900.

# B. <u>Valve Boxes</u>

Valve boxes shall be supported so that no load can be transmitted from the valve box to the valve. See Detail Drawing 0201-0601-SD59. Install a self-centering alignment ring at the operating nut American Flow Control, or equal or otherwise make sure that the bottom of the box is centered over the operating and runs perpendicular to the horizontal.

# C. <u>Test/Tracer Wire Boxes</u>

Boxes shall be placed at areas designated in the plans and shall be flush with existing grade unless otherwise noted.

# D. <u>Marker Posts</u>

Install Marker Posts using equipment designed for its installation per manufacturer guidelines and place at locations noted in the drawings or as approved by Engineer.

### E. <u>Corporations and Curb Stops</u>

Service line piping shall be compatible with corporation and curbs stops provided with appropriate protection between dissimilar materials and a minimum of interconnecting fittings

### SECTION 15151 - GATE VALVES -

### PART 1: GENERAL

### 1.01 SCOPE

Furnish, install, and test all gate valves shown in the plans.

### 1.02 SUBMITTALS

Submit shop drawings and manufacturer's literature to the Engineer for approval with details and schedules for all items as noted in the Drawings and/or Specifications and/or required by the Engineer. Five (5) copies of all drawings, schedules and brochures shall be submitted for approval.

### 1.03 RELATED WORK

Specification Section 15000 - Piping - General Provisions.

# PART 2: PRODUCTS

# 2.01 SMALL GATE VALVES

- A. All gate valves, 3 inches through 12 inches NPS, shall be iron body, resilient-seated, nut-operated, non-rising stem gate valves suitable for buried service. The valve interior and exterior shall be epoxy coated at the factory by the valve manufacturer in accordance with AWWA Standard C550 (6-8 mil average, 4 mil minimum). The valves shall be designed for a minimum differential pressure of 250 psi and a minimum internal test pressure of 500 psi unless otherwise noted on the plans. Valves shall be designed to operate in the vertical position.
- B. Valves shall comply fully with AWWA Standard C509. Valve ends shall be push on joint or MJ (when restrained), or as shown on the plans or approved in writing in accordance with AWWA Standard C111. Stems shall be made of a low zinc alloy in accordance with AWWA C509 4.2.2.4.3. Stem seals shall be double Oring stem seals. Square operating nuts conforming to AWWA Standard C509 shall be used. Valves shall open (left or right) in accordance with the Owner's standard. All valve materials shall meet the requirements of NSF 61.
- C. Test valves (Operation Test and Hydrostatic Tests) at the manufacturer's plant in accordance with AWWA Standard C509. Provide the Engineer with certified copies of all tests prior to shipment. The Engineer reserves the right to observe all tests.

### PART 3: EXECUTION

### 3.01 INSTALLATION

Install the valves in strict accordance with the requirements contained in Specification Section 15000 and detail drawings.

### 3.02 PROTECTION

After field installation of the valve all external bolts except the operating nut shall receive a layer of tape coating or approved rubberized-bitumen based spray-on undercoating applied before backfill. If polyethylene is applied to the pipe, the entire valve shall be encased in polyethylene encasement prior to backfill. The polyethylene encasement shall be installed up to the operating nut leaving the operating nut exposed and free to be operated. Valve box shall be installed per Piping Specialties Specification 15130 or 15131.

### PART 4: BASIS OF PAYMENT

This work will be paid for at the contract unit price per each for WATER VALVES, of the size specified.

### SECTION 15171 - TAPPING SLEEVES, SADDLES AND VALVES

### PART 1: GENERAL

### 1.01 SCOPE

Furnish, install and test all tapping sleeves, tapping valves, and tapping saddles as shown on the Drawings.

### 1.02 RELATED WORK

Specification Section 15000 - Piping - General Provisions

### 1.03 SUBMITTALS

Submit shop drawings and manufacturer's literature to the Engineer for approval with details and schedules for all items as noted in the Drawings and/or Specifications and/or required by the Engineer. Five (5) copies of all drawings, schedules and brochures shall be submitted for approval.

### PART 2: PRODUCTS

### 2.01 GENERAL

All tapping sleeves, saddles and valves shall be designed for a working pressure of at least 250 psig for 12-inch and smaller. The valves shall be designed for a minimum differential pressure of 250 psi and a minimum internal test pressure of 500 psi unless otherwise noted on the plans.

# 2.02 DUCTILE IRON TAPPING SLEEVES

Verify the type of existing pipe and the outside diameter of the pipe on which the tapping sleeve is to be installed.

Tapping sleeves shall be ductile iron dual compression type unless otherwise specified on the Drawings. The Drawings may require the use of corrosion resistant tapping sleeves in addition to polywrap in areas with corrosive soils. The sleeves shall be made in two halves which can be assembled and bolted around the main. Sleeves shall meet the requirements of NSF 61. Outlet flanges shall conform to the flange requirements of AWWA C110. All valves furnished shall open (left or right) in accordance with the Owner's standard.

# 2.03 TAPPING VALVES

The horizontal tapping valve shall conform to the applicable requirements of AWWA Standard C509. All tapping valves, 3 inches through 12 inches NPS, shall be ductile iron body, resilient-seated, nut-operated, non-rising stem gate valves suitable for buried service. The valve interior and exterior shall be epoxy coated at the factory by the valve manufacturer in accordance with AWWA Standard C550 (6-8 mil average, 4 mil minimum). The tapping valves shall have flanged inlets with mechanical joint outlets, enclosed bevel gears, bypass valve, rollers, tracks and scrapers. All valves furnished shall open (left or right) in accordance with the Owner's standard.

# 2.05 TAPPING SADDLES

Unless otherwise specified by the Drawings, tapping saddles conform to the requirements of AWWA Standard C800 for the High Pressure class tapping saddles. Tapping saddles shall consist of ductile iron outlet castings, attached to the pipeline with high strength stainless steel straps. Castings shall be sealed to pipeline with O-ring seals. Saddles shall have ANSI A21.10 flanged outlets counterbored for use with tapping valves and tapping equipment.

### 2.06 BOLTS

All bolts shall have American Standard heavy unfinished hexagonal head and nut dimensions all as specified in ANSI B18.2. Bolts shall be Xylan or FluoroKote #1 suitable for direct bury in corrosive soils.

### PART 3: EXECUTION

### 3.01 INSTALLATION

Install the tapping sleeves, saddles, and valves in strict accordance with the requirements of Specification Section 15000. Install the tapping sleeves, tapping saddles, and tapping valves in accordance with the manufacturer's instructions. The tapping procedure is to be in accordance with the tapping machine manufacturer's instructions.

### 3.02 PROTECTION

After field installation of the valve all external bolts except the operating nut shall receive a layer of tape coating or approved rubberized-bitumen based spray-on undercoating applied before backfill. If polyethylene is applied to the pipe, the entire sleeve and valve assembly shall be encased in polyethylene encasement prior to backfill. The polyethylene encasement shall be installed up to the operating nut leaving the operating nut of the tapping valve exposed and free to be operated

#### 3.03 PRELIMINARY TESTING

Perform a hydrostatic test of the tapping sleeve and valve assembly in accordance with Specification Section 15030 after installation of the tapping sleeve and valve, but prior to making the tap. The test shall be made with the valve open using a tapped mechanical joint cap. No leakage is acceptable. The test pressure shall be maintained for a minimum of 15 minutes.

Perform hydrostatic test of tapping saddles in accordance with AWWA Standard C800.

#### PART 4: BASIS OF PAYMENT

This work will be paid for at the contract unit price per each for TAPPING VALVES AND SLEEVES, of the diameter specified.

### SECTION 15181 - FIRE HYDRANTS

#### PART 1: GENERAL

#### 1.01 SCOPE

Furnish all labor, material, tools, and equipment required to install fire hydrants at the location shown on the plans, or where designated by the Engineer.

#### PART 2: PRODUCTS

### 2.01 MATERIAL

A. All fire hydrants shall be ductile iron and conform to the requirements of AWWA C502, traffic-model break-away type fire hydrants.

- B. Contact the local water district and obtain written fire hydrant mechanical details for the water district prior to ordering any fire hydrants for the Work. All fire hydrants shall open left or right as required and be clearly marked on the top of the hydrant with a 1-1/2" pentagon top nut and have not less than two (2) O- ring stem seals. The number and sizes of hose nozzle outlets is dependent on the local regulation. (Most typical is two (2) bronze male threaded 2-1/2" hose outlet nozzles and one (1) bronze male threaded 4-1/2" pumper outlet nozzle with American National Fire Hose Connection Screw Threads (NH).) The hydrant shall be break-away traffic flange, 5-1/4" valve opening, 6" mechanical joint pipe connection. The hydrant interior and exterior shall be epoxy coated at the factory by the hydrant manufacturer in accordance with AWWA Standard C550 (6-8 mil average, 4 mil minimum). The Contractor shall contact the local water district and obtain written fire hydrant mechanical details for the water district prior to ordering any fire hydrants in accordance with the drawings
- C. All hydrant materials shall meet the requirements of NSF 61.
- D. Acceptable manufacturers and models, subject to the specifications set forth, include:
  - Clow Valve Co., Eddy Model, 5-1/4" valve opening (by the Clow Vlave Company)
  - Waterous Pacer, 5-1/4" valve opening (by AMERICAN Valve & Hydrant Manufacturing Company a subsidiary of AMERICAN Cast Iron Pipe Company.)
  - Mueller Super Centurion 250, Model A-423, 5-1/4" valve opening

### PART 3: EXECUTION

### 3.01 INSPECTION PRIOR TO INSTALLATION

- A. Contractor shall inspect all fire hydrants upon receipt. Cycle each hydrant to full open and full closed positions to ensure that no internal damage or breakage has occurred during shipment and handling. Check all external bolts for proper tightness.
- B. After inspection, close the hydrant valves and replace the outlet nozzle caps to prevent the entry of foreign matter. Protect stored hydrants from the weather/elements with the inlets facing downward.

### 3.02 INSTALLATION

A. Locate hydrants on the plans or as directed by the Engineer and in compliance with local regulations. The location shall provide complete accessibility and minimize the possibility of damage from vehicles or injury to pedestrians. When placed behind the curb, the hydrant barrel shall be set so that no portion of the pumper or hose nozzle cap will be less than

eighteen to twenty- four inches, depending on local requirements, from the gutter face of the curb. All hydrants shall stand plumb with the pumper nozzle facing the curb. Set hydrants with nozzles at least eighteen inches above the finished grade as shown on the plans. Set the break flange at least two but no more than six inches above finished grade, or as directed by the Engineer. Connect each hydrant to the main with a six inch branch connection controlled by an independent six inch gate valve, unless otherwise shown on the plans. All hydrants assemblies must be restrained from the hydrant back to the main.

- B. The Engineer may authorize hydrant protection using steel pipe bollards when hydrant installations have a greater than normal exposure to vehicular damage (e.g. parking lot installations, unusual driving situation, etc.). Install all such protection designated by the Engineer. Locate bollards as necessary adjacent to the hydrant and in such a manner as to not interfere with the ability to connect hoses or operate the hydrant as per detail drawing. Additionally, locate the bottom of the bollard and encasement above the hydrant supply piping and valve to prevent the possibility of damage to the piping should the bollard be displaced when hit. Payment for bollards shall be per the supplemental unit price schedule.
- C. Unless otherwise directed by the Engineer, excavate a drainage pit two feet in diameter and two feet deep below but not beyond each hydrant. Fill the pit with compacted ¾ inch clean granular under and around the base of the hydrant to a level 12 inches above the hydrant drain opening. No hydrant drainage pit shall be connected to a sewer.
- D. Cover the drainage area with geotextile fabric. The fabric shall completely isolate the gravel or stone so that no fill material or adjacent earth comes in contact with pit material.
- E. Notify the Engineer of situations where the ground water table is above the drain opening of dry barrel hydrants. If directed by Engineer, plug the drain opening using a method acceptable to the hydrant manufacturer. No drainage pit is required when the hydrant drain is plugged. Mark the hydrant, in a manner acceptable to the Owner, to indicate that the drain opening has been plugged. Operation of a hydrant with plugged drain leaves the hydrant barrel full of water. Pump the hydrant barrel dry after each use.
- F. Reaction or thrust blocking at the base of each hydrant must not obstruct the drainage outlet of the hydrant. The size and shape of concrete thrust backing and the number and size of tie rods, when required, shall be approved by the Engineer. Use the thrust blocking material specified in Specification Section 3300. See Specification Section 15000 for tie rod requirements.

### 3.03 TESTING

After installation and before backfilling (and after pressure testing the water main) test the hydrant as follows:

# A. Pressure Test

- 1. Open the hydrant fully and fill with water; close all outlets.
- 2. To prevent caps from being blow off dry-barrel hydrants and to prevent other possible damage, vent air from the hydrant by leaving one of the caps slightly loose as the hydrant is being filled. After all air has escaped, tighten the cap before proceeding.
- 3. Apply line pressure.
- 4. Check for leakage at flanges, nozzles and operating stem.
- 5. If leakage is noted, repair or replace components or complete hydrant until no leaks are evident.

# B. Drainage Test for Dry-Barrel Hydrants

- 1. Following the pressure test, close hydrant.
- 2. Remove one nozzle cap and place pylon or hand over nozzle opening.
- 3. Drainage rate should be sufficiently rapid to create a noticeable suction.
- 4. After backfilling, operate the hydrant to flush out any foreign material.
- 5. Tighten nozzle caps, them back them off slightly so that they will not be excessively tight; leave tight enough to prevent removal by hand.
- C. Paint all hydrant above the bury line in accordance with the local operations standards. Touch up paint (as specified by the OWNER under Special Conditions) shall be applied upon completion of installation as needed. Take extreme care to avoid getting any paint on the "O" ring under the top operating nut or on the hydrant nozzles. Should paint be found on the "O" ring, the Contractor shall remove the paint and replace the "O" ring at his expense. Any paint on the hydrant nozzles shall be removed at the Contractor's expense.

# SECTION 15185 - ABANDONMENT OF WATER MAINS

# PART 1: GENERAL

# 1.01 <u>SCOPE</u>

- A. Transfer all services from main to be abandoned to the new main, make designated connections to existing water lines, and install new hydrants. Upon completion, testing and satisfactory operation of the new mains and connections, cut the existing pipeline to provide a break between the portion of the system remaining in use and the portion to be abandoned, remove all hydrants designated to be abandoned and cap all remaining live ends of the existing mains including hydrant laterals. Completely cover existing hydrants designated to be abandoned to prohibit use until the hydrants are removed. Remove and deliver hydrants to the Owner or disposed of as directed by the Engineer. Remove valve boxes of abandoned valves as directed by the Engineer.
- B. <u>Cutting and Plugging (Capping)</u>

Cut the existing pipe at the point shown on the plans or designated by the Engineer. The method of cutting shall be approved by the Engineer. The plugs and/or caps used in connection with the work under this item shall be either mechanical joint or slip joint as compatible with the pipe being capped and shall be manufactured in accordance with AWWA Specification C-110. After the plug or cap is installed, provide the required blocking to adequately brace the plug or cap. Blocking may be used temporarily against the abandoned pipe. However, the permanent blocking shall be installed such that future disturbances of the abandoned pipe shall not affect the permanent blocking. After the water line has been plugged or capped and the permanent blocking has been installed, backfill the excavation as specified under Section 02210.

Note: The cost of all work associated with abandonment of existing pipelines and hydrants shall be included in the price of the cut and plug bid item if provided. Otherwise the cost shall be incorporated in the cost of installing the main that is replacing the abandoned pipe.

### C. <u>Treating Remaining Pipe in Place</u>

Water mains will generally remain in place without further action unless otherwise directed by the ENGINEER. There may be water mains that are judged to be of questionable structural condition and may be specified for filling with grout or flowable fill. The contract documents will identify any main or section of main that is to be filled. Pipe located above ground (mounted on bridges, etc.) will be removed.

### 1.02 REFERENCES

AWWA M16 Manual, Work practices for Asbestos Cement Pipe

### PART 2: PRODUCTS

Not Used

### PART 3: EXECUTION

Where AC pipe removal is required, pipe cutting and removal shall only be handled by a company specialized in handling AC pipe who will strictly adhere to the AWWA M16 Manual, Work practices for Asbestos Cement Pipe.

#### PART 4: BASIS OF PAYMENT

This work will be paid for at the contract unit price per each for CUT & CAP EXISTING WATER MAIN and PLUG of the size specified.

### SECTION 15200 - SERVICE LINES

# PART 1: GENERAL

### 1.01 SCOPE

Furnish and install service lines originating at the water main and terminating at a curb stop connection where shown in the plans. This Special Provision does not include service lines or meter installations beyond the curb stop.

### 1.02 REFERENCES

Refer to current AWWA Standards: AWWA Standard for Underground Service Valves and Fittings C800

### PART 2: PRODUCTS

All Products described below shall meet the requirements of NSF 61.

Research has documented that certain pipe materials (such as polyethylene) and certain elastomers (such as those used in gasket material and packing glands) may be subject to permeation by lower-molecular weight organic solvents or petroleum products. Products supplied under this project assume that petroleum products or organic solvents will not be encountered. If during the course of pipeline installation, the Contractor identifies, or suspects the presence of petroleum products or any unknown chemical substance, notify the Engineer immediately. Stop installing piping in the area of suspected contamination until direction is provided by the Engineer.

# 2.01 COPPER SERVICE LINE MATERIAL

Copper pipe shall be Type L or Type K, as specified, meeting the requirements of ASTM Standard B88. The pipe size (3/4", 1", 1-1/2", or 2") and type are to be determined by the Engineer. Type K is normally required in corrosive environments where polyethylene is not allowed.

### 2.02 POLYETHYLENE SERVICE LINE MATERIAL

Polyethylene service line material shall be Class 160 (minimum), ultra-high molecular weight, conforming to AWWA Standard C901. Pipe sizes (3/4", 1", 1-1/2" and 2", copper tube size (CTS) or iron pipe size (IPS)) to be determined by the Engineer.

### 2.03 CORPORATION STOPS

Corporation stops shall be of the brass, ball valve type manufactured in accordance with AWWA Standard C800. The inlet connection shall have standard AWWA tapered threads unless otherwise required by the Engineer. The outlet connection shall be copper or brass compression connection end or pack joint for polyethylene pipe, as required. Dielectric unions shall be used to prevent transfer of any electrical stray currents from metallic service lines to metallic water main. The sizes shall range from 1/2" to 2" and shall match the size of specified service line material.

### 2.04 CURB STOPS

Curb stops shall be bronze body construction, ball valves, with Double O-ring stem seals. Curb stops shall conform to AWWA Standard C800. End connections shall be suitable for copper or brass compression connection or pack joint for polyethylene pipe, as required. Sizes shall be from 3/4" to 2" and shall match the service line size.

### 2.05 CURB BOXES

Curb boxes shall be standard cast iron, sliding or screw type, 1" or 2-1/2" as required, complete with lid and head bolt. Boxes shall be adjustable from 18-inches to 66-inches. The box size will be determined by the Engineer.

### 2.06 MISCELLANEOUS SERVICE LINE FITTINGS

Miscellaneous service line fittings such as couplings, adapters, saddles, bends, plugs, service line electrical insulators, etc. shall conform to AWWA Standard C800.

### PART 3: EXECUTION

### 3.01 INSTALLATION OF CORPORATION STOPS

- A. Use experienced craftsmen familiar with installation of water service lines when tapping water mains. Make all taps with a suitable tapping machine (Mueller, Ford, Hays or Dresser type) using the proper combined drill and tap. Hand held drilling equipment is not acceptable.
- B. Before making the tap, inspect corporation stops for cleanliness, damaged threads, and proper operation of the ball valve prior to installation. Do not install corporation stops that fail this inspection.
- C. The main may be tapped along the top half of the pipe as directed by the Engineer or as shown on Standard Details. Use a tapping saddle when the water main wall thickness or material (plastic, concrete or A-C pipeline material) make it unsuitable for direct tapping. Verify saddle use with Engineer.
- D. In the case of multiple services of small diameter (less than 2" diameter), corporation stops shall be at least 12 inches apart and at least 22-1/2 degrees above or below the location of any adjacent tap(s) and curb stops and boxes shall be at least one foot apart. In the case of large diameter multiple services, tap at least 24 inches apart and at least 22-1/2 degrees above or below the location of any adjacent tap(s).
- E. Install all corporation stops so that between 2 and 3 threads extend beyond the inside wall of the main. If necessary, make a test tap with the boring bar marked to the proper depth. The corporation stop, when properly installed, will not be shouldered with the main. Do not use lubricants of any type when installing the corporation stop.
- F. Use the procedures outlined in AWWA Standard C600 for installing taps on grey iron or ductile iron mains encased in polyethylene.

### 3.02 INSTALLATION OF SERVICE LINE AND FITTINGS

- A. Excavate the service line trench in accordance with Division 2 of these Specifications. Where augering or moling is permitted follow guidelines provided by the equipment manufacturer including making a proper size hole to launch and receive the unit. If moling or augering is employed, take appropriate precautions to avoid damaging other utilities and disturbing the unexcavated surface.
- B. Install service line between the tap connection and the curb stop location making only gradual changes in grade or alignment as required. Sharp bends (greater than 15 degrees) in any direction are not allowed unless approved by the Engineer. 1-1/2" and 2" service lines may be installed using three (3) 1-inch corporation stops and a 3-branch connection. This is in lieu of installing a 1-1/2" or 2" corporation stop. Installation shall be in accordance with local regulators.
- C. Install all services straight and at right angles to the main. If this cannot be accomplished, provide the Owner with accurate as-built dimensions to the tee or corporation stop. The Contractor may be required to attach Owner supplied magnets to curb box and valve box.
- D. All trench services shall be installed with marking tape. This tape shall provide an early warning at shallow depth excavation. The non-detectable tape shall be 6" wide, and buried approximately 12" above the service pipe, but a minimum of 12" below finished grade. It shall consist of multiple layers of polyethylene with an overall thickness of 3 to 5 mils. The black colored lettering on the warning tape shall be abrasion resistant and be imprinted on a color coded background that conforms to APWA color code standards. It shall be installed continuous from the corporation stop to the curb stop.
- E. All plastic service line connections shall use insert stiffeners of the appropriate length and size.

# 3.03 INSTALLATION OF CURB STOPS

- A. Install curb stops with the operating nut in the vertical position and the curb box centered over the nut. Install curb boxes plum and adjusted to be flush with finished grade. Install and lock curb boxes immediately after installation.
- B. After completion of service line installation, but prior to backfilling, open the corporation stop slowly to fill the line. When the line is full and all air has been removed, completely open the corporation and close the curb stop. Visually inspect that all piping, fittings, and taps for leaks. Backfill and restore the surface the service line trench in accordance with Division 2 of these Specifications.

### 3.04 POLYETHYLENE ENCASEMENT

Provide polyethylene encasement, or other protective wrap approved by the Engineer, on all metal service lines and fittings (pile, valves, stops, etc.) when they are made of

different materials than the water main. When the polyethylene is applied on the main, it shall extend for a minimum clear distance of three (3) feet away from the main when services are not being renewed or extend from the main connection to and including the curb stop or curb meter setter for all new copper service lines. Encasement material and installation shall be per the following and AWWA Standard C105.

- A. Polyethylene encasement shall conform to AWWA Standard C105. The polyethylene film supplied shall be translucent and blue in color and distinctly marked (at minimum 2 foot intervals) with the following information:
  - 1. manufacturer's name (or trademark),
  - 2. year manufactured,
  - 3. minimum film thickness and material type (LLDPE or HDCLPE),
  - 4. range of nominal pipe diameter size
  - 5. ANSI/AWWA C105/A21.5 (compliance)
  - 6. A warning "WARNING-CORROSION PROTECTION-REPAIR ANY DAMAGE
  - 7. labeled "WATER"
- B. Tape shall be polyethylene compatible adhesive and a minimum of 1.5" wide. Shall be Scotchwrap #50, Fulton #355, or Polyken #900.
- C. Store all polyethylene encasement out of the sunlight. Exposure of wrapped pipe should be kept to a minimum.

### PART 4: BASIS OF PAYMENT

This work will be paid for at the Contract Unit Price per each for WATER SERVICE CONNECT SHORT or WATER SERVICE CONNECTION LONG.



**Storm Water Pollution Prevention Plan** 

Route	Lancaster Road	Marked Rte.	County Highway 8
Section _	13-00049-01-BR	Project No.	BR S-0389 (105)
County	Peoria	Contract No.	

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) for storm water discharges from construction site activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Karen Dvorsky	Karen S. Durshy
Print Name	Signature
Senior Project Manager	07/13/2016
Title	Date
Terra Engineering, Ltd.	
Agency	

#### I. Site Description:

A. Provide a description of the project location (include latitude and longitude):

Project is located on Lancaster Road, about 1 mile west of Cameron Lane in Peoria County, IL (Lat. = 40.623797, Long. = -89.737034).

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

Reconstruct 1800 LF of roadway and structure number 072-3061 over LaMarsh Creek.

C. Provide the estimated duration of this project:

18 Months.

D. The total area of the construction site is estimated to be 6.4 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 6.4 acres.

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

0.606

F. List all soils found within project boundaries. Include map unit name, slope information, and erosivity:

Fayette silt loam, 5 to 10 percent slopes, eroded; Marseilles silt loam, 35 to 60 percent slopes; Paxico silt loam, 0 to 2 percent slopes, frequently flooded.

G. Provide an aerial extent of wetland acreage at the site:

There is no wetland acreage at this site.

H. Provide a description of potentially erosive areas associated with this project:

Existing roadway embankments are steap. New embankment slopes will be flatter where feasible.

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

Printed 5/23/2016

Stage 1 will consist of regrading embankment slopes South side of Lancaster Road. Slopes range from 4:1 to 2:1. Stage 2 will consist of regrading roadway and embankment slopes North side of Lancaster Road. Slopes range from 4:1 to 2:1.

- J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.
- K. Identify who owns the drainage system (municipality or agency) this project will drain into:

All roadway drainage is owned by Peoria County. The outlet for the drainage is West Branch LaMarsh Creek which is private property.

L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located.

There are no NPDES ILR40 permittees within the reporting jurisdiction.

M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans:

West Branch LaMarsh Creek.

N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.

All areas within the project construction limits that will be disturbed and stabalized with temporary and permanent measures

- O. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:
  - Floodplain
  - Wetland Riparian
  - Threatened and Endangered Species
  - Historic Preservation
  - 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
  - Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
  - Applicable Federal, Tribal, State or Local Programs
  - Other
    - 1. 303(d) Listed receiving waters (fill out this section if checked above):
      - a. The name(s) of the listed water body, and identification of all pollutants causing impairment:
      - b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:
      - c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:
      - d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

- 2. TMDL (fill out this section if checked above)
  - a. The name(s) of the listed water body:
  - b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:
  - c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:
- P. The following pollutants of concern will be associated with this construction project:

	Soil Sediment Concrete Concrete Truck Waste Concrete Curing Compounds Solid Waste Debris Paints Solvents Fertilizers / Pesticides		Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) Antifreeze / Coolants Waste water from cleaning construction equipment Other (specify) Other (specify) Other (specify) Other (specify) Other (specify)
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#### II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

- A. Erosion and Sediment Controls: At a minimum, controls must be coordinated, installed and maintained to:
  - 1. Minimize the amount of soil exposed during construction activity;
  - 2. Minimize the disturbance of steep slopes;
  - 3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
  - 4. Minimize soil compaction and, unless infeasible, preserve topsoil.
- B. Stabilization Practices: Provided below is a description of interim and permanent stabilization practices, including site- specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(B)(1) and II(B)(2), stabilization measures shall be initiated immediately where construction activities have temporarily or permanently ceased, but in no case more than one (1) day after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.
  - 1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
  - 2. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.

The following stabilization practices will be used for this project:

- Preservation of Mature Vegetation
- Erosion Control Blanket / Mulching

- U Vegetated Buffer Strips

- Protection of Trees
- Temporary Erosion Control Seeding
- Temporary Turf (Seeding, Class 7)
- Temporary Mulching
- Permanent Seeding

- Geotextiles
- Other (specify) Seedlings
- Other (specify)
- Other (specify)
- Other (specify)

Describe how the stabilization practices listed above will be utilized during construction:

See Erosion Control plans and specifications.

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

All disturbed areas not covered with roadway/shoulders/appurtenances will be seeded with erosion control blanket, plus seedlings, at a rate of 100lb/acre.

C.

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

The following structural practices will be used for this project:

 $\boxtimes$ Perimeter Erosion Barrier  $\boxtimes$ Rock Outlet Protection  $\boxtimes$ Temporary Ditch Check  $\boxtimes$ Riprap Storm Drain Inlet Protection Gabions Sediment Trap Slope Mattress Temporary Pipe Slope Drain Retaining Walls Temporary Sediment Basin Slope Walls Temporary Stream Crossing **Concrete Revetment Mats** Stabilized Construction Exits Level Spreaders Turf Reinforcement Mats Other (specify) Permanent Check Dams Other (specify) Permanent Sediment Basin Other (specify)  $\boxtimes$ Aggregate Ditch Other (specify) Paved Ditch Other (specify)

Describe how the structural practices listed above will be utilized during construction:

See Erosion Control plans and specifications.

Describe how the structural practices listed above will be utilized after construction activities have been completed:

All structural practices will remain in place.

# D. Treatment Chemicals

Will polymer flocculants or treatment chemicals be utilized on this project: 
Yes X No

If yes above, identify where and how polymer flocculants or treatment chemicals will be utilized on this project.

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

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

The practices selected for implementation were determined on the basis of the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design and Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

2. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of permanent storm water management controls:

Paved ditches, aggregate ditches, and storm sewer/pipe culverts are being installed to safely convey water from the project site to the receiving stream.

F. Approved State or Local Laws: The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the Permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

- G. **Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.
  - 1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
    - Approximate duration of the project, including each stage of the project
    - Rainy season, dry season, and winter shutdown dates
    - Temporary stabilization measures to be employed by contract phases
    - Mobilization timeframe
    - Mass clearing and grubbing/roadside clearing dates
    - Deployment of Erosion Control Practices
    - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
    - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
    - Paving, saw-cutting, and any other pavement related operations
    - Major planned stockpiling operations
    - Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
    - · Permanent stabilization activities for each area of the project
  - 2. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:

- Vehicle Entrances and Exits Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
- Material Delivery, Storage and Use Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
- Stockpile Management Identify the location of both on-site and off-site stockpiles. Discuss what BMPs
  will be used to prevent pollution of storm water from stockpiles.
- Waste Disposal Discuss methods of waste disposal that will be used for this project.
- Spill Prevention and Control Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
- Concrete Residuals and Washout Wastes Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
- Litter Management Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
- Vehicle and Equipment Fueling Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Vehicle and Equipment Cleaning and Maintenance Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Dewatering Activities Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
- Polymer Flocculants and Treatment Chemicals Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
- Additional measures indicated in the plan.

#### III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides to the Contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

#### IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm or by the end of the following business or work day that is 0.5 inch or greater or equivalent snowfall.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: <a href="mailto:epa.swnoncomp@illinois.gov">mailto:epa.swnoncomp@illinois.gov</a>, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance shall be mailed to the following address:

Illinois Environmental Protection Agency Division of Water Pollution Control Attn: Compliance Assurance Section 1021 North Grand East Post Office Box 19276 Springfield, Illinois 62794-9276

Additional Inspections Required:

#### V. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.



Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.G of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

Route	 Marked Rte.	
Section	 Project No.	
County	 Contract No.	

This certification statement is a part of SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

Contractor

Sub-Contractor

Print Name

Title

Name of Firm

Street Address

City/State/ZIP

Signature

Date

Telephone

Items which this Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP;

## UTILITIES - LOCATIONS/INFORMATION ON PLANS

Effective: November 8, 2013

The locations of existing water mains, gas mains, sewers, electric power lines, telephone lines, and other utilities as shown on the plans are based on field investigation and locations provided by the utility companies, but they are not guaranteed. Unless elevations are shown, all utility locations shown on the cross sections are based on the approximate depth supplied by the utility company. It shall be the Contractor's responsibility to ascertain their exact location from the utility companies and by field inspection.

# BORROW AND FURNISHED EXCAVATION

Effective March 7, 2000 Revised April 27, 2007

Add the following to the requirements of Article 204:

"Soils which demonstrate the following properties shall be restricted to the interior of the embankment and shall be covered on both sides and top with a minimum of 3 feet (900 mm) of non-restricted soil not considered detrimental in terms of erosion potential or excess volume change. A restricted soil is defined as having any one of the following properties:"

A grain size distribution with less than 35% passing the number 75um (#200) sieve.

A plasticity index of less than 12.

A liquid limit in excess of 50.

"All restricted and non-restricted embankment materials shall have the following minimum strengths for the indicated moistures:"

Immediate Bearing Value	Shear Strength At 95% Density *	Moisture		
3.0	1.000PSF (50 Kpa)	120%		
4.0	1,300 PSF (62 Kpa)	110%		

\*Granular Soils &=35°

## EMBANKMENT (RESTRICTIONS)

Effective January 21, 2005 Revised August 3, 2007

Add the following to the requirements of Article 205.04:

Gravel, crushed stone or soils having less than 35% passing the number 200 sieve and other materials as allowed by Article 202.03 of the standard specifications are further restricted. These further restricted materials are also limited to the interior of the embankment and shall have a minimum cover of 3' (1 m) of non-restricted soil (see "Borrow and Furnished Excavation" Special Provision). Alternating layers of further restricted material and cohesive soil will not be permitted. The further restricted materials may only be incorporated into the embankment by using one of the following procedures:

- a. The further restricted materials shall be placed in 4" lifts and disked with the underlying lift material until a uniform and homogenous material is formed having more than 35% passing the number 200 sieve.
- b. Sand, gravel or crushed stone embankment when placed on the existing ground surface will be drained using a 10' (3 m) by 10' (3 m) French drain consisting of nonwoven geotechnical fabric with 12" (0.3 m) of B-3 riprap. This shall be constructed on both sides of the embankment at the toe of the foreslope spaced 150' (46 m) apart. At locations requiring a French drain the 3' (1 m) cohesive cap shall not be installed within the 10' by 10' riprap area. If the Engineer determines that the existing ground is a granular free draining soil, the French drain may be deleted.
- c. Sand, gravel or crushed stone embankment when placed on top of a cohesive embankment will be drained with a permanent 4" (100 mm) underdrain system. The underdrain system shall consist of a longitudinal underdrain on both sides of the embankment and transverse underdrains spaced at 250' (75 m) centers. The underdrain shall consist of a 2' (0.6 m) deep by 1' (0.3 m) wide trench, backfilled with FA4 sand and a 4" (100 mm) diameter underdrain. In addition, both sides of the embankment will have a 6" (150 mm) diameter pipe drain which will drain the underdrain system and outletted into a permanent drainage structure or outletted by a headwall at the toe of the embankment.

The above work will not be paid for separately but shall be included in the cost of EARTH EXCAVATION, FURNISHED EXCAVATION, or BORROW EXCAVATION.

### EMBANKMENT

Effective: July 1, 1990 Revised: November 1, 2007

Revise the third paragraph of Article 205.06 of the Standard Specifications to read: All embankment shall be constructed with not more than 110% of optimum moisture content, determined according to AASHTO T 99 (Method C). The 110% of optimum moisture limit may be waived in free draining granular material when approved by the Engineer.

The Contractor may, at his option, add a drying agent to lower the moisture content as

specified above. The drying agent must be approved by the Engineer prior to use. Extra compensation will not be allowed for the use of a drying agent but will be considered included in the cost of the various items of excavation.

## PROOF ROLLING

Effective April 23, 2004 Revised January 1, 2007

This work shall consist of proof rolling the subgrade with a fully loaded tandem axle dump truck and driver at the direction of the Engineer. The truck shall travel the subgrade in all of the proposed lanes of traffic in the presence of the Engineer.

This work will not be paid for separately, but considered included in the various earthwork pay items.

## ANTI-STRIP ADDITIVE FOR HOT-MIX ASPHALT

Effective July 30, 2010

If an anti-stripping additive is required for any hot-mix asphalt in accordance with Article 1030.04(c), the cost of the additive will not be paid for separately, but shall be considered as included in the contract unit price bid for the hot-mix asphalt item(s) involved.

### PIPE CULVERTS

Effective July 1, 1990 Revised January 1, 2007

Add the following sentence to the sixth paragraph of Article 542.04(d): "All connecting bands shall be a minimum of 24" (600 mm) wide".

### BACKFILL - PIPE CULVERTS

Effective October 15, 1995 Revised January 1, 2007

When trenches or excavation are made across existing pavement to remain in place, revise Article 542.04(f) 4th paragraph as follows:

"The remainder of the trench and excavation shall be backfilled with trench backfill. All backfill material shall be deposited in the trench or excavation in such a manner as not to damage the culvert. Trench backfill above the center of the pipe shall be compacted by either Method 2 or Method 3 specified in Article 550.07, or in accordance with Method 1 specified in Article 550.07, except that the compacted lifts shall not exceed 8" (200 mm) in thickness.

When the trench has been widened for the removal and replacement of unstable or unsuitable material, the backfilling with trench backfill and impervious material will be required for the

entire width of the trench or excavation. Each 8" (200 mm) layer for the entire trench width shall be completed before beginning the placement of the next layer."

Basis of Payment: This work will not be paid for separately but shall be included in the contract unit price per Foot (Meter) for PIPE CULVERTS, of the type and diameter specified. Trench backfill will be paid for as specified in Article 208.04.

# **GUARDRAIL AGGREGATE EROSION CONTROL**

Effective February 1, 1993 Revised January 1, 2007

This work shall consist of furnishing, placing, and shaping crushed aggregate placed around and behind guardrail posts in accordance with plan details.

Method of Measurement: The aggregate for constructing the Guardrail Aggregate Erosion Control will be measured in Tons (Metric Tons).

The Geotextile Fabric will not be measured for payment.

Basis of Payment: Guardrail Aggregate Erosion Control will be paid for at the contract unit price per Ton (Metric Ton) for GUARDRAIL AGGREGATE EROSION CONTROL measured as specified herein. The Geotextile Fabric will not be measured for payment, but shall be included in the cost per Ton (Metric Ton) for GUARDRAIL AGGREGATE EROSION CONTROL.

## TRAFFIC BARRIER TERMINALS, TYPE 1, SPECIAL (FLARED) OR (TANGENT)

Effective July 31, 2009 Revised April 26, 2015

This work shall be completed in accordance with Section 631 of the Standard Specifications, plan details, and as stated herein.

At the locations shown in the plans the traffic barrier terminal shall meet all the requirements of NCHRP 350, but will be installed to match the detail shown in the plans named "Steel Plate Beam Guardrail, Pre-Midwest Guardrail System". These locations are not intended to match the Midwest Guardrail System height and post spacing requirements.

The terminals meeting this specification are listed below:

## TRAFFIC BARRIER TERMINAL, TYPE 1 SPECIAL (TANGENT)

Road Systems, Inc. 3616 Old Howard County Airport Big Spring, Texas 79720 Phone: (432) 263-2435

"SKT"

Wood blockouts only. Wood post system only. Posts 1 & 2 to use steel soil tubes (6' -6" or 6'-0" with wood posts). Posts 3 through 8 to use 4'-6" soil tubes with wood posts (soil plates not required), OR posts 3 through 8 may be 6' CRT posts.

### Traffic Barrier Terminal, Type 1 Special (Flared)

Energy Absorption Systems, Inc. One East Wacker Drive Chicago, Illinois 60601-2076 Phone: (312) 467-6750

#### "REGENT"

Road Systems, Inc. 3616 Old Howard County Airport Big Spring, Texas 79720 Phone: (432) 263-2435

#### "FLEAT"

Wood post system only. Trinity Industries, Inc. 2525 North Stemmons Freeway Dallas Texas 75207 Phone: (800) 644-7976 or (800) 527-6050

#### "SRT-350"

Wood post system only.

### **TRAFFIC BARRIER TERMINALS, TYPE 6**

Effective July 31, 2009

This work shall be completed in accordance with Section 631 of the Standard Specifications, plan details, and as stated herein.

At the locations shown in the plans the traffic barrier terminal shall meet all the requirements of NCHRP 350, but will be installed to match the detail shown in the plans named "Steel Plate Beam Guardrail, Pre-Midwest Guardrail System". These locations are not intended to match the Midwest Guardrail System height and post spacing requirements.

### PERMANENT SURVEY MARKERS

Effective January 1, 2014

The metal tablet used on permanent survey markers shall be made of bronze.

# **TEMPORARY CONCRETE BARRIER REFLECTORS**

Effective: January 21, 2005

Installation of reflectors shall be in accordance with the Traffic Control Standards, plan details, and specifications.

Reflectors mounted on temporary concrete barrier will not be measured for payment and shall be included in the cost of pay items associated with temporary concrete barrier.

## PCC SUPERSTRUCTURE AGGREGATE OPTIMIZATION

Effective August 4, 2006 Revised July 31, 2015

Delete Note 8/ of Article 1004.01(c) and replace Article 1004.02(d)(1) with the following: For the bridge superstructure and bridge approach slab, the Class BS concrete shall be uniformly graded.

This may be accomplished by using a uniformly graded single coarse aggregate, or by blending two or more coarse aggregate sizes. As a minimum for multiple coarse aggregate sizes, CA 7 or CA 11 shall be blended with CA 13, CA 14, or CA 16. The final single coarse aggregate or combined coarse aggregate gradation shall have minimum 45 percent and maximum 60 percent passing the 1/2 in. (12.5 mm) sieve. However, the Contractor may propose for approval by the Engineer an alternate uniformly graded concrete mixture using the information in the "Portland Cement Concrete Level III Technician Course – Manual of Instructions for Design of Concrete Mixtures".

For bridge decks and bridge approach slabs, the as-placed water cement ratio shall be between 0.39 and 0.41. The coarse aggregate shall be listed on the Department's Bureau of Materials and Physical Research "Freeze Thaw Rating List".

Concrete Superstructures Aggregate Optimization will not be paid for separately, but shall be considered as included in the unit cost of CONCRETE SUPERSTRUCTURES.

## PCC QC/QA ELECTRONIC REPORTS SUBMITTAL

Effective April 26, 2013 Revised: April 26, 2015

The Contractor's QC personnel shall be responsible for electronically submitting PRO and IND MI 654 Air, Slump, Quantity Reports, PRO MI 655 PCC Strength Reports, and MI 504 Field/Lab Gradations to the Department. The format for the electronic submittals will be the PCC QC/QA reporting program, which will be provided by the Department. Microsoft Office 2007 or newer is required for this program which must be provided by the Contractor.

# PCC AUTOMATIC BATCHING EQUIPMENT

Effective April 23, 2010 Revised November 7, 2014

Portland cement concrete provided shall be produced from batch plants that conform to the requirements of Article 1103.03 (a) and (b) of the Standard Specifications for Road and Bridge Construction. Semi-automatic batching will not be allowed.

In addition, the batching plant shall be a computerized plant interfaced with a printer and shall print actual batch weights and aggregate mixtures, all water added, amount of each admixture or additive per batch, and percentage variance from design. The ticket shall also state the actual water-cement ratio as batched, and the amount of water that can be added to the batch without exceeding the maximum water-cement ratio. Truck delivery tickets will still be required as per Article 1020.11 (a)(7) of the Standard Specifications.

# IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)

Effective: August 1, 2012

Revised: February 1, 2014

In addition to the Contractor's equal employment opportunity affirmative action efforts undertaken as elsewhere required by this Contract, the Contractor is encouraged to participate in the incentive program to provide additional on-the-job training to certified graduates of IDOT funded pre-apprenticeship training programs outlined by this Special Provision.

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs throughout Illinois to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of this IDOT Training Program Graduate (TPG) Special Provision is to place certified graduates of these IDOT funded pre-apprentice training programs on IDOT project sites when feasible, and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. IDOT and its sub-recipients, in carrying out the responsibilities of a state contract, shall determine which construction contracts shall include "Training Program Graduate Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of IDOT funded Pre-apprenticeship Training Programs to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated IDOT staff member under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this Special Provision.

METHOD OF MEASUREMENT: The unit of measurement is in hours.

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 1. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the Department for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certificate showing the type and length of training satisfactorily completed.

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## 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:

Peoria County Highway Department

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

## BUTT JOINTS (BDE)

## Effective: July 1, 2016

Add the following to Article 406.08 of the Standard Specifications.

"(c) Temporary Plastic Ramps. Temporary plastic ramps shall be made of high density polyethylene meeting the properties listed below. Temporary plastic ramps shall only be used on roadways with permanent posted speeds of 55 mph or less. The ramps shall have a minimum taper rate of 1:30 (V:H). The leading edge of the plastic ramp shall have a maximum thickness of 1/4 in. (6 mm) and the trailing edge shall match the height of the adjacent pavement ± 1/4 in. (± 6 mm).

The ramp will be accepted by certification. The Contractor shall furnish a certification from the manufacturer stating the temporary plastic ramp meets the following requirements.

Physical Property	Test Method	Requirement	
Melt Index	ASTM D 1238	8.2 g/10 minutes	
Density	ASTM D 1505	0.965 g/cc	
Tensile Strength @ Break	ASTM D 638	2223 psi (15 MPa)	
Tensile Strength @ Yield	ASTM D 638	4110 psi (28 MPa)	
Elongation @ Yield <sup>1/</sup> , percent	ASTM D 638	7.3 min.	
Durometer Hardness, Shore D	ASTM D 2240	65	
Heat Deflection Temperature, 66 psi	ASTM D 648	176 ºF (80 ºC)	
Low Temperature Brittleness, F <sub>50</sub>	ASTM D 746	<-105 °F (<-76 °C)	

1/ Crosshead speed -2 in./minute

The temporary plastic ramps shall be installed according to the manufacturer's specifications and fastened with anchors meeting the manufacturer's recommendations. Temporary plastic ramps that fail to stay in place or create a traffic hazard shall be replaced immediately with temporary HMA ramps at the Contractor's expense."

80366

## COARSE AGGREGATE QUALITY (BDE)

Effective: July 1, 2015

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

"(b) Quality. The coarse aggregate shall be according to the quality standards listed in the following table.

COARSE AGGREGATE QUALITY					
QUALITY TEST	CLASS				
	A	В	С	D	
Na <sub>2</sub> SO <sub>4</sub> Soundness 5 Cycle, ITP 104 <sup>1/</sup> , % Loss max.	15	15	20	25 <sup>2/</sup>	
Los Angeles Abrasion, ITP 96 <sup>11/</sup> , % Loss max.	40 <sup>3/</sup>	40 4/	40 <sup>5/</sup>	45	
Minus No. 200 (75 μm) Sieve Material, ITP 11	1.0 <sup>6/</sup>		2.5 7/	** ** **	
Deleterious Materials <sup>10/</sup>					
Shale, % max.	1.0	2.0	4.0 8/		
Clay Lumps, % max.	0.25	0.5	0.5 8/		
Coal & Lignite, % max.	0.25				
Soft & Unsound Fragments, % max.	4.0	6.0	8.0 8/		
Other Deleterious, % max.	4.0 %	2.0	2.0 8/		
Total Deleterious, % max.	5.0	6.0	10.0 <sup>8/</sup>		
Oil-Stained Aggregate <sup>10/</sup> , % max	5.0				

- 1/ Does not apply to crushed concrete.
- 2/ For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.
- 3/ For portland cement concrete, the maximum percent loss shall be 45.
- 4/ Does not apply to crushed slag or crushed steel slag.
- 5/ For hot-mix asphalt (HMA) binder mixtures, except when used as surface course, the maximum percent loss shall be 45.
- 6/ For crushed aggregate, if the material finer than the No. 200 (75 μm) sieve consists of the dust from fracture, essentially free from clay or silt, this percentage may be increased to 2.5.

- 7/ Does not apply to aggregates for HMA binder mixtures.
- 8/ Does not apply to Class A seal and cover coats.
- 9/ Includes deleterious chert. In gravel and crushed gravel aggregate, deleterious chert shall be the lightweight fraction separated in a 2.35 heavy media separation. In crushed stone aggregate, deleterious chert shall be the lightweight fraction separated in a 2.55 heavy media separation. Tests shall be run according to ITP 113.
- 10/ Test shall be run according to ITP 203.
- 11/ Does not apply to crushed slag.

All varieties of chert contained in gravel coarse aggregate for portland cement concrete, whether crushed or uncrushed, pure or impure, and irrespective of color, will be classed as chert and shall not be present in the total aggregate in excess of 25 percent by weight (mass).

Aggregates used in Class BS concrete (except when poured on subgrade), Class PS concrete, and Class PC concrete (bridge superstructure products only, excluding the approach slab) shall contain no more than two percent by weight (mass) of deleterious materials. Deleterious materials shall include substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete."

80360

## CONCRETE MIX DESIGN - DEPARTMENT PROVIDED (BDE)

Effective: January 1, 2012 Revised: April 1, 2016

For the concrete mix design requirements in Article 1020.05(a) of the Standard Specifications, the Contractor has the option to request the Engineer determine mix design material proportions for Class PV, PP, RR, BS, DS, SC, and SI concrete. A single mix design for each class of concrete will be provided. Acceptance by the Contractor to use the mix design developed by the Engineer shall not relieve the Contractor from meeting specification requirements.

80277

#### DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: July 2, 2016

<u>FEDERAL OBLIGATION</u>. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

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

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

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

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a

good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 9.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index.

<u>BIDDING PROCEDURES</u>. Compliance with this Special Provision is required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive.

In order to assure the timely award of the contract, the low bidder shall submit:

- (a) The bidder shall submit a DBE Utilization Plan on completed Department forms SBE 2025 and 2026.
  - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting in accordance with subsection (a)(2) of Bidding Procedures.

(2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to <u>DOT.DBE.UP@illinois.gov</u> or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service when the Utilization Plan is received by the Department. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation Bureau of Small Business Enterprises Contract Compliance Section 2300 South Dirksen Parkway, Room 319 Springfield, Illinois 62764

The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere pro forma efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors

are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
  - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration

Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

<u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owneroperator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.

(e) DBE as a material supplier:

- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) <u>NO AMENDMENT</u>. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

- (c) <u>SUBCONTRACT</u>. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
  - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) <u>TERMINATION AND REPLACEMENT PROCEDURES</u>. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor,

with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) <u>ENFORCEMENT</u>. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

#### ENGINEER'S FIELD OFFICE (BDE)

Effective: April 1, 2016

Revise the fifth sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which remain the property of the Contractor after release by the Engineer, except the Department will pay that portion of the monthly long distance, monthly local telephone, and online data usage that, when combined, exceed \$250."

80363

#### EQUAL EMPLOYMENT OPPORTUNITY (BDE)

Effective: April 1, 2015

<u>FEDERAL AID CONTRACTS</u>. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

#### "EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the

Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

<u>STATE CONTRACTS</u>. Revise Section II of Check Sheet #5 of the Recurring Special Provisions to read:

"II. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.
- 4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5. That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- 6. That it will permit access to all relevant books, records, accounts and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- 7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights

Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

#### ERRATA FOR THE 2016 STANDARD SPECIFICATIONS (BDE)

Effective: April 1, 2016

- Page 84 Article 204.02. In the seventh line of the first paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 90 Article 205.06. In the first sentence of the third paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 91 Article 205.06. In the first sentence of the fourth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the second sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 91 Article 205.06. In the second line of the fifth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 91 Article 205.06. In the sixth line of the eighth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 148 Article 302.09. In the second sentence of the fifth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 99" to "Illinois Modified AASHTO T 99".
- Page 152 Article 310.09. In the second sentence of the second paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 99" to "Illinois Modified AASHTO T 99".
- Page 155 Article 311.05(a). In the first sentence of the fifth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the second sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 155 Article 311.05(a). In the second line of the sixth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 163 Article 351.05(a). In the second sentence of the fifth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the third sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 163 Article 351.05(a). In the second line of the sixth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 169 Article 352.11. In the second sentence of the fourth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 134 (Method B)" to "Illinois Modified AASHTO T 134 (Method B)".

- Page 169 Article 352.12. In the first sentence of the first paragraph change "AASHTO T 22" to "Illinois Modified AASHTO T 22", and in the second sentence change "AASHTO T 134 (Method B)" to "Illinois Modified AASHTO T 134 (Method B)".
- Page 196 Article 406.07(a). After the footnotes in Table 1 Minimum Roller Requirements for HMA add the following:

#### "EQUIPMENT DEFINITION

- Vs Vibratory roller, static mode, minimum 125 lb/in. (2.2 kg/mm) of roller width. Maximum speed = 3 mph (5 km/h) or 264 ft/min (80 m/min). If the vibratory roller does not eliminate roller marks, its use shall be discontinued and a tandem roller, adequately ballasted to remove roller marks, shall be used.
- V<sub>D</sub> Vibratory roller, dynamic mode, operated at a speed to produce not less than 10 impacts/ft (30 impacts/m).
- P Pneumatic-tired roller, max. speed 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min). The pneumatic-tired roller shall have a minimum tire pressure of 80 psi (550 kPa) and shall be equipped with heat retention shields. The self-propeiled pneumatic-tired roller shall develop a compression of not less than 300 lb (53 N) nor more than 500 lb (88 N) per in. (mm) of width of the tire tread in contact with the HMA surface.
- T<sub>B</sub> Tandem roller for breakdown rolling, 8 to 12 tons (7 to 11 metric tons), 250 to 400 lb/in. (44 to 70 N/mm) of roller width, max. speed = 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min).
- T<sub>F</sub> Tandem roller for final rolling, 200 to 400 lb/in. (35 to 70 N/mm) of roller width with minimum roller width of 50 in. (1.25 m). Ballast shall be increased if roller marks are not eliminated. Ballast shall be decreased if the mat shoves or distorts.
- 3W- Three wheel roller, max. speed = 3 mph (5 km/h) or 264 ft/min (80 m/min), 300 to 400 lb/in. (53 to 70 N/mm) of roller width. The three-wheel roller shall weigh 10 to 12 tons (9 to 11 metric tons)."
- Page 331 Article 505.04(p). Under Range of Clearance in the first table change "in. x 10<sup>-6</sup>" to "in. x 10<sup>-3</sup>".
- Page 444 Article 542.03. In the Notes in Table IIIB add "CPP Corrugated Polypropylene (CPP) pipe with smooth interior".

- Page 445 Article 542.03. In the fourth column in Table IIIB (metric) change the heading for Type 5 pipe from "CPE" to "CPP".
- Page 445 Article 542.03. In the Notes in Table IIIB (metric) change "PE Polyethylene (PE) pipe with a smooth interior" to "CPP Corrugated Polypropylene (CPP) pipe with smooth interior".
- Page 449 Article 542.04(f)(2). In the third line of the second paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 544 Article 639.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, Traffic Signals," to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 546 Article 640.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals".
- Page 548 Article 641.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaire and Traffic Signals," to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 621 Article 727.03. In the first sentence of the third paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 629 Article 734.03(a). In the fourth line of the second paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 649 Article 801.02. In the first sentence of the first paragraph change "AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals".
- Page 742 Article 1003.04(c). Under Gradation in the table change "(see Article 1003.02(c))" to "(see Article 1003.01(c))".
- Page 755 Article 1004.03(b). Revise the third sentence of the first paragraph to read "For Class A (seal or cover coat), and other binder courses, the coarse aggregate shall be Class C quality or better.".

- Page 809 Article 1020.04(e). In the third line of the first paragraph change "ITP SCC-3" to "ITP SCC-4".
- Page 945 Article 1069.05. In the first sentence of the tenth paragraph change ""Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals".
- Page 961 Article 1070.04(b)(1). In the third sentence of the first paragraph change ""Standard Specifications of Structural Supports for Highway Signs, Luminaires and Traffic Signals" published by AASHTO" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 989 Article 1077.01. In the second sentence of the first paragraph change "Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, as published by AASHTO" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals".
- Page 1121 Article 1103.13(a). In the first line of the first paragraph change "Bridge Deck Approach Slabs." to "Bridge Deck and Approach Slabs.".

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### GROOVING FOR RECESSED PAVEMENT MARKINGS (BDE)

Effective: November 1, 2012 Revised: August 1, 2014

<u>Description</u>. This work shall consist of grooving the pavement surface in preparation for the application of recessed pavement markings.

Equipment. Equipment shall be according to the following.

- (a) Pavement Marking Tape Installations: The grooving equipment shall have a free-floating saw blade cutting head equipped with gang-stacked diamond saw blades. The diamond saw blades shall be of uniform wear and shall produce a smooth textured surface. Any ridges in the groove shall have a maximum height of 15 mils (0.38 mm).
- (b) Liquid and Thermoplastic Pavement Marking Installations: The grooving equipment shall be equipped with either a free-floating saw blade cutting head or a free-floating grinder cutting head configuration with diamond or carbide tipped cutters and shall produce an irregular textured surface.

### CONSTRUCTION REQUIREMENTS

<u>General</u>. The Contractor shall supply the Engineer with a copy of the pavement marking material manufacturer's recommendations for constructing a groove.

<u>Pavement Grooving Methods</u>. The grooves for recessed pavement markings shall be constructed using the following methods.

- (a) Wet Cutting Head Operation. When water is required or used to cool the cutting head, the groove shall be flushed with high pressure water immediately following the cut to avoid build up and hardening of slurry in the groove. The pavement surface shall be allowed to dry for a minimum of 24 hours prior to the final cleaning of the groove and application of the pavement marking material.
- (b) Dry Cutting Head Operation. When used on HMA pavements, the groove shall be vacuumed or cleaned by blasting with high-pressure air to remove loose aggregate, debris, and dust generated during the cutting operation. When used on PCC pavements, the groove shall be flushed with high pressure water or shot blasted to remove any PCC particles that may have become destabilized during the grooving process. If high pressure water is used, the pavement surface shall be allowed to dry for a minimum of 24 hours prior to the final cleaning of the groove and application of the pavement marking material.

<u>Pavement Grooving</u>. Grooving shall not cause ravels, aggregate fractures, spalling or disturbance of the joints to the underlying surface of the pavement. Grooves shall be cut into

the pavement prior to the application of the pavement marking material. Grooves shall be cut such that the width is 1 in. (25 mm) greater than the width of the pavement marking line as specified on the plans. Grooves for letters and symbols shall be cut in a square or rectangular shape so that the entire marking will fit within the limits of the grooved area. The position of the edge of the grooves shall be a minimum of 4 in. (100 mm) from the edge of all longitudinal joints. The depth of the groove shall not be less than the manufacturer's recommendations for the pavement marking material specified, but shall be installed to a minimum depth of 110 mils (2.79 mm) and a maximum depth of 200 mils (5.08 mm) for pavement marking tapes thermoplastic markings and a minimum depth of 40 mils (1.02 mm) and a maximum depth of 80 mils (2.03 mm) for liquid markings. The cutting head shall be operated at the appropriate speed in order to prevent undulation of the cutting head and grooving at an inconsistent depth.

At the start of grooving operations, a 50 ft (16.7 m) test section shall be installed and depth measurements shall be made at 10 ft (3.3 m) intervals within the test section. The individual depth measurements shall be within the allowable ranges according to this Article. If it is determined the test section has not been grooved at the appropriate depth or texture, adjustments shall be made to the cutting head and another 50 ft (16.7 m) test section shall be installed and checked. This process shall continue until the test section meets the requirements of this Article.

For new HMA pavements, grooves shall not be installed within 14 days of the placement of the final course of pavement.

<u>Final Cleaning</u>. Immediately prior to the application of the pavement marking material or primer sealer, the groove shall be cleaned with high-pressure air blast.

<u>Method of Measurement</u>. This work will be measured for payment in place, in feet (meter) for the groove width specified.

Grooving for letter, numbers and symbols will be measured in square feet (square meters).

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per foot (meter) for GROOVING FOR RECESSED PAVEMENT MARKING of the groove width specified, and per square foot (square meter) for GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS AND SYMBOLS.

The following shall only apply when preformed plastic pavement markings are to be recessed:

Add the following paragraph after the first paragraph of Article 780.07 of the Standard Specifications.

"The markings shall be capable of being applied in a grooved slot on new and existing portland cement concrete and HMA surfaces, by means of a pressure-sensitive, precoated adhesive, or liquid contact cement which shall be applied at the time of installation. A primer sealer shall be applied with a roller and shall cover and seal the entire bottom of the groove.

The primer sealer shall be recommended by the manufacturer of the pavement marking material and shall be compatible with the material being used. The Contractor shall install the markings in the groove as soon as possible after the primer sealer cures according to the manufacturer's recommendations. The markings placed in the groove shall be rolled and tamped into the groove with a roller or tamper cart cut to fit the groove and loaded with or weighing at least 200 lb (90kg). Vehicle tires shall not be used for tamping. The Contractor shall roll and tamp the material with a minimum of 6 passes to prevent easy removal or peeling."

## HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010 Revised: April 1, 2016

<u>Description</u>. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

<u>Quality Control/Quality Assurance (QC/QA)</u>. Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a oneminute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	Ndesign = 50	93.0 - 97.4% <sup>1/</sup>	91.0%
IL-9.5	Ndesign = 90	92.0 - 96.0%	90.0%
IL-9.5,IL-9.5L	Ndesign < 90	92.5 - 97.4%	90.0%
IL-19.0	Ndesign = 90	93.0 - 96.0%	90.0%
IL-19.0, IL-19.0L	Ndesign < 90	93.0 <sup>2/</sup> -97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 - 97.4%	91.0%"

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### PORTLAND CEMENT CONCRETE BRIDGE DECK CURING (BDE)

Effective: April 1, 2015 Revised: July 1, 2016

Revise the following two entries in the table in Article 1020.13 of the Standard Specifications to read:

<b>"INDEX TABLE OF CURING</b>	AND PROTECTION OF (	CONCRETE CO	ONSTRUCTION
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
Superstructure (Approach Slab)	1020.13(a)(5)(6) <sup>19/</sup>	3	1020.13(d)(1)(2) 17/
Deck	1020.13(a)(5)(6) <sup>19/</sup>	7	1020.13(d)(1)(2) 17/

Add the following footnote to the end of the Index Table of Curing and Protection of Concrete Construction in Article 1020.13 of the Standard Specifications:

"19/ The cellulose polyethylene blanket method shall not be used on latex modified concrete."

Revise Article 1020.13(a)(5) of the Standard Specifications to read:

- "(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry or damp cotton mats. Cotton mats in poor condition will not be allowed. The cotton mats shall be placed in a manner which will not create indentations greater than 1/4 in. (6 mm) in the concrete surface. Minor marring of the surface is tolerable and is secondary to the importance of timely curing. The cotton mats shall then be wetted immediately and thoroughly soaked with a gentle spray of water. Thereafter, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets. The cotton mats shall be kept saturated with water.
  - a. Bridge Decks. For bridge decks, a foot bridge shall be used to place and wet the cotton mats. The cotton mats shall be maintained in a wetted condition until the concrete has hardened sufficiently to place soaker hoses without indentations to the concrete surface. The soaker hoses shall be placed on top of the cotton mats at a maximum 4 ft (1.2 m) spacing. The cotton mats shall be kept wet with a continuous supply of water for the remainder of the curing period. Other continuous wetting systems may be used if approved by the Engineer.

For areas inaccessible to the cotton mats, curing shall be according to Article 1020.13(a)(3)."

Add the following to Article 1020.13(a) of the Standard Specifications.

"(6) Cellulose Polyethylene Blanket Method. After the surface of concrete has been textured or finished, it shall be covered immediately with a cellulose polyethylene blanket. Damaged cellulose polyethylene blankets will not be allowed. The blankets shall be installed with the white perforated polyethylene side facing up. Adjoining blankets shall overlap a minimum of 4 in. (100 mm). Any air bubbles trapped during placement shall be removed. The blankets shall then be wetted immediately and thoroughly soaked with a gentle spray of water. Thereafter, the blankets shall be kept saturated with water. For bridge decks, the blankets shall be placed and kept wet according to Article 1020.13(a)(5)a."

Revise the first paragraph of Article 1022.03 of the Standard Specifications to read:

"1022.03 Waterproof Paper Blankets, White Polyethylene Sheeting, Burlap-Polyethylene Blankets, and Cellulose Polyethylene Blankets. These materials shall be white and according to ASTM C 171, except moisture loss test specimens shall be made according to Illinois Modified AASHTO T 155.

The cellulose polyethylene blanket shall consist of a white polyethylene sheeting with cellulose fiber backing and shall be limited to single use only. The cellulose polyethylene blankets shall be delivered to the jobsite unused and in the manufacturer's unopened packaging until ready for installation. Each roll shall be clearly labeled with product name, manufacturer, and manufacturer's certification of compliance with ASTM C 171."

## PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

"(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved."

### RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012 Revise: April 1, 2016

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Revise Section 1031 of the Standard Specifications to read:

## "SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing 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.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
  - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
  - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

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

(a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. 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 provide documentation on the quality of the RAP to clarify the appropriate stockpile.

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(1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP shall pass the sieve size specified below for the mix into which the FRAP will be incorporated.

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Mixture FRAP will be used in:	Sieve Size that 100 % of FRAP Shall Pass
IL-19.0	1 1/2 in. (40 mm)
IL-9.5	3/4 in. (20 mm)
IL-4.75	1/2 in. (13 mm)

- (2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) 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 "homogeneous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag.
- (4) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP/FRAP 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.

(b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise specified by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

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

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

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

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

(b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Source".

Samples shall be collected during stockpiling at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 250 tons (225 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a  $\leq$  1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS or RAS blended with manufactured sand shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

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

If the sampling and testing was performed at the shingle processing facility in accordance with the QC Plan, the Contractor shall obtain and make available all of the test results from start of the initial stockpile.

- 1031.04 Evaluation of Tests. Evaluation of test results shall be according to the following.
- (a) Evaluation of RAP/FRAP Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation, and when applicable G<sub>mm</sub>. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

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Parameter	FRAP/Homogeneous/ Conglomerate
1 in. (25 mm)	
1/2 in. (12.5 mm)	±8%
No. 4 (4.75 mm)	±6%
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	
No. 30 (600 µm)	±5%
No. 200 (75 µm)	± 2.0 %
Asphalt Binder	± 0.4 % <sup>1/</sup>
G <sub>mm</sub>	± 0.03

1/ The tolerance for FRAP shall be  $\pm 0.3$  %.

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, the RAP/FRAP shall not be used in HMA unless the RAP/FRAP 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 ITP, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

(b) Evaluation of RAS and RAS Blended with Manufactured Sand Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	±5%
No. 16 (1.18 mm)	±5%
No. 30 (600 μm)	±4%
No. 200 (75 μm)	± 2.0 %
Asphalt Binder Content	± 1.5 %

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, or if the percent unacceptable material exceeds 0.5 percent by weight of material retained on the # 4 (4.75 mm) sieve, the RAS or RAS blend shall not be used in Department projects. All test data and acceptance ranges shall be sent to the District for evaluation.

## 1031.05 Quality Designation of Aggregate in RAP/FRAP.

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

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5000 tons (4500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant laboratory prequalified by the Department for the specified testing. The consultant laboratory shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the Bureau of Materials and Physical Research Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

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

(a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.

- (1) 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.
- (2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) Surface and Binder Mixture applications.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. RAP/FRAP from Conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus #4 (4.75 mm) homogeneous RAP and FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, or conglomerate.

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- (6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given Ndesign.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.
  - (1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the Max RAP/RAS ABR table listed below for the given Ndesign.

HMA Mixtures	RAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10

#### RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

50	25	15	10
70	15	10	10
90	10	10	10

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28). If warm mix asphalt (WMA) technology is utilized and production temperatures do not exceed 275 °F (135 °C), the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the FRAP/RAS table listed below for the given Ndesign.

HMA Mixtures	FRAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified <sup>3/, 4/</sup>
30	50	40	10
50	40	35	10
70	40	30	10
90	40	30	10

### FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28). If warm mix asphalt (WMA) technology is utilized and production temperatures do not exceed 275 °F (135 °C), the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 64-22 to be reduced to a PG 58-28).
- 3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.

4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 percent.

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

- (a) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS mix designs shall be submitted for verification. If additional RAP/FRAP and/or RAS 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/FRAP and/or RAS stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP and/or RAS stockpiles may be used in the original mix design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

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

(a) RAP/FRAP. The coarse aggregate in all RAP/FRAP 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, gator, 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/FRAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design.

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

- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- g. Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
- Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)
- (2) Batch Plants.
  - a. Date, month, year, and time to the nearest minute for each print.
  - b. HMA mix number assigned by the Department.
  - c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
  - d. Mineral filler weight to the nearest pound (kilogram).
  - e. RAP/FRAP/RAS weight to the nearest pound (kilogram).
  - f. Virgin asphalt binder weight to the nearest pound (kilogram).
  - g. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.

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

**1031.09 RAP in Aggregate Surface Course and Aggregate Wedge Shoulders, Type B.** The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders, Type B shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- (b) Gradation. 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."

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## STEEL SLAG IN TRENCH BACKFILL (BDE)

Effective: January 1, 2016

Revise the second sentence of Article 1003.01(a)(8) of the Standard Specifications to read:

"Crushed steel slag shall be the nonmetallic product which is developed in a molten condition simultaneously with steel in an open hearth, basic oxygen, or electric arc furnace."

Revise Article 1003.04(a) of the Standard Specifications to read:

"(a) Description. The fine aggregate shall consist of sand, stone sand, chats, wet bottom boiler slag, slag sand, or granulated slag sand. Crushed concrete sand, construction and demolition debris sand, and steel slag sand produced from an electric arc furnace may be used in lieu of the above for trench backfill."

### **TEMPORARY CONCRETE BARRIER (BDE)**

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

Revise Article 704.02 of the Standard Specifications to read:

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

Item (a) Precast Temporary Concrete Barrier	Article/Section
(b) Reinforcement Bars	
<ul><li>(c) Connecting Pins and Anchor Pins (Note 1)</li><li>(d) Connecting Loop Bars (Note 2)</li></ul>	
(e) Packaged Rapid Hardening Mortar or Concrete	
Note 1. Connecting Pins and Anchor Pins shall be according	to the requirements of

Note 2. Connecting loop bars shall be smooth bars according to the requirements of ASTM A 36 (A 36M)."

Revise Article 704.04 of the Standard Specifications to read:

ASTM F 1554 Grade 36 (Grade 250).

**"704.04 Installation.** The barriers shall be seated on bare, clean pavement or paved shoulder and connected together in a smooth, continuous line at the locations provided by the Engineer.

Except on bridge decks, or where alternate anchoring details are shown on the plans, the barrier unit at each end of an installation shall be anchored to the pavement or paved shoulder using six anchor pins and protected with an impact attenuator as shown on the plans. When pinning of additional barrier units within the installation is specified, three anchor pins shall be installed in the traffic side holes of the required barriers.

Where both pinned and unpinned barrier units are used in a continuous installation, a transition shall be provided between them. The transition from pinned to unpinned barrier shall consist of two anchor pins installed in the end holes on the traffic side of the first barrier beyond the pinned section and one anchor pin installed in the middle hole on the traffic side of the second barrier beyond the pinned section. The third barrier beyond the pinned section shall then be unpinned.

Barriers located on bridge decks shall be restrained as shown on the plans. Anchor pins shall not be installed through bridge decks, unless otherwise noted.

Barriers or attachments damaged during transportation or handling, or by traffic during the life of the installation, shall be repaired or replaced. The Engineer will be the sole judge in determining which units or attachments require repair or replacement.

The barriers shall be removed when no longer required by the contract. After removal, all anchor holes in the pavement or paved shoulder shall be filled with a rapid hardening mortar or concrete. Only enough water to permit placement and consolidation by rodding shall be used and the material shall be struck-off flush."

Add the following after the first paragraph of Article 704.05 of the Standard Specifications:

"Anchor pins, except for the six anchor pins for the barrier unit at each end of an installation, will be measured for payment as each, per anchor pin installed."

Add the following after the second paragraph of Article 704.06 of the Standard Specifications:

"Anchor pins, except for the six anchor pins for the barrier unit at each end of an installation, will be paid for at the contract unit price per each for PINNING TEMPORARY CONCRETE BARRIER."

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

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

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 1. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of The Illinois Department of Transportation and the Federal Highway Administration. Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather then clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

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

## WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: April 2, 2015

 The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors)
 that are used for DBE goal credit.

 The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

## PIPE UNDERDRAINS FOR STRUCTURES

Effective: May 17, 2000 Revised: January 22, 2010

<u>Description</u>. This work shall consist of furnishing and installing a pipe underdrain system as shown on the plans, as specified herein, and as directed by the Engineer.

Materials. Materials shall meet the requirements as set forth below:

The perforated pipe underdrain shall be according to Article 601.02 of the Standard Specifications. Outlet pipes or pipes connecting to a separate storm sewer system shall not be perforated.

The drainage aggregate shall be a combination of one or more of the following gradations, FA1, FA2, CA5, CA7, CA8, CA11, or CA13 thru 16, according to Sections 1003 and 1004 of the Standard Specifications.

The fabric surrounding the drainage aggregate shall be Geotechnical Fabric for French Drains according to Article 1080.05 of the Standard Specifications.

<u>Construction Requirements.</u> All work shall be according to the applicable requirements of Section 601 of the Standard Specifications except as modified below.

The pipe underdrains shall consist of a perforated pipe drain situated at the bottom of an area of drainage aggregate wrapped completely in geotechnical fabric and shall be installed to the lines and gradients as shown on the plans.

<u>Method of Measurement.</u> Pipe Underdrains for Structures shall be measured for payment in feet (meters), in place. Measurement shall be along the centerline of the pipe underdrains. All connectors, outlet pipes, elbows, and all other miscellaneous items shall be included in the measurement. Concrete headwalls shall be included in the cost of Pipe Underdrains for Structures, but shall not be included in the measurement for payment.

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per foot (meter) for PIPE UNDERDRAINS FOR STRUCTURES of the diameter specified. Furnishing and installation of the drainage aggregate, geotechnical fabric, forming holes in structural elements and any excavation required, will not be paid for separately, but shall be included in the cost of the pipe underdrains for structures.

## **GRANULAR BACKFILL FOR STRUCTURES**

Effective: April 19, 2012 Revised: October 30, 2012

Revise Section 586 of the Standard Specifications to read:

## SECTION 586. GRANULAR BACKFILL FOR STRUCTURES

**586.01 Description.** This work shall consist of furnishing, transporting and placing granular backfill for abutment structures.

**586.02** Materials. Materials shall be according to the following.

Item	Article/Section
(a) Fine Aggregate	
(b) Coarse Aggregates	

## **CONSTRUCTION REQUIREMENTS**

**586.03 General.** This work shall be done according to Article 502.10 except as modified below. The backfill volume shall be backfilled, with granular material as specified in Article 586.02, to the required elevation as shown in the contract plans. The backfill volume shall be placed in convenient lifts for the full width to be backfilled. Unless otherwise specified in the contract plans, mechanical compaction will not be required. A deposit of gravel or crushed stone placed behind drain holes shall not be required. All drains not covered by geocomposite wall drains or other devices to prevent loss of backfill material shall be covered by sufficient filter fabric material meeting the requirements of Section 1080 and Section 282 with either 6 or 8 oz/sq yd (200 or 270 g/sq m) material allowed, with free edges overlapping the drain hole by at least 12 in. (300 mm) in all directions.

The granular backfill shall be brought to the finished grade as shown in the contract plans. When concrete is to be cast on top of the granular backfill, the Contractor, subject to approval of the Engineer, may prepare the top surface of the fill to receive the concrete as he/she deems necessary for satisfactory placement at no additional cost to the Department.

586.04 Method of Measurement. This work will be measured for payment as follows.

- (a) Contract Quantities. The requirements for the use of contract quantities shall conform to Article 202.07(a).
- (b) Measured Quantities. This work will be measured for payment in place and the volume computed in cubic yards (cubic meters). The volume will be determined by the method of average end areas behind the abutment.

**586.05 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) for GRANULAR BACKFILL FOR STRUCTURES.

## BRIDGE DECK CONSTRUCTION

Effective: October 22, 2013 Revised: April 1, 2016

## Revise the Second Paragraph of Article 503.06(b) to read as follows.

"When the Contractor uses cantilever forming brackets on exterior beams or girders, additional requirements shall be as follows."

## Revise Article 503.06(b)(1) to read as follows.

"(1) Bracket Placement. The spacing of brackets shall be per the manufacturer's published design specifications for the size of the overhang and the construction loads anticipated. The resulting force of the leg brace of the cantilever bracket shall bear on the web within 6 inches (150 mm) of the bottom flange of the beam or girder."

## Revise Article 503.06(b)(2) to read as follows.

"(2) Beam Ties. The top flange of exterior steel beams or girders supporting the cantilever forming brackets shall be tied to the bottom flange of the next interior beam. The top flange of exterior concrete beams supporting the cantilever forming brackets shall be tied to the top flange of the next interior beam. The ties shall be spaced at 4 ft (1.2 m) centers. Permanent cross frames on steel girders may be considered a tie. Ties shall be a minimum of 1/2 inch (13 mm) diameter threaded rod with an adjusting mechanism for drawing the tie taut. The ties shall utilize hanger brackets or clips which hook onto the flange of steel beams. No welding will be permitted to the structural steel or stud shear connectors, or to reinforcement bars of concrete beams, for the installation of the tie bar system. After installation of the ties and blocking, the tie shall be drawn taut until the tie does not vary from a straight line from beam to beam. The tie system shall be approved by the Engineer."

## Revise Article 503.06(b)(3) to read as follows.

"(3) Beam Blocks. Suitable beam blocks of 4 in x 4 in (100 x 100 mm) timbers or metal structural shapes of equivalent strength or better, acceptable to the Engineer, shall be wedged between the webs of the two beams tied together, within 6 inches (150 mm) of the bottom flange at each location where they are tied. When it is not feasible to have the resulting force from the leg brace of the cantilever brackets transmitted to the web within 6 inches (150 mm) of the bottom flange, then additional blocking shall be placed at each bracket to transmit the resulting force to within 6 inches (150 mm) of the bottom flange, then additional blocking shall be placed at each bracket to transmit the resulting force to within 6 inches (150 mm) of the bottom flange of the next interior beam or girder."

## Delete the last paragraph of Article 503.06(b).

## Revise the third paragraph of Article 503.16 to read as follows.

"Fogging equipment shall be in operation unless the evaporation rate is less than 0.1 lb/sq ft/hour (0.5kg/sq m/hour) and the Engineer gives permission to stop. The evaporation rate shall be determined according to the following formula.

$$E = (T_c^{2.5} - rT_a^{2.5})(1 + 0.4V)x10^{-6} (English)$$
  

$$E = 5[(T_c + 18)^{2.5} - r(T_a + 18)^{2.5}](V + 4)x10^{-6} (Metric)$$

Where:

 $E = \text{Evaporation Rate, lb/ft}^2/\text{h (kg/sq m/h)}$ 

- $T_c$  = Concrete Temperature, °F (°C)
- $T_a$  = Air Temperature, °F (°C)

r = Relative Humidity in percent/100

V = Wind Velocity, mph (km/h)

The Contractor shall provide temperature, relative humidity, and wind speed measuring equipment. Fogging equipment shall be adequate to reach or cover the entire pour from behind the finishing machine or vibrating screed to the point of curing covering application, and shall be operated in a manner which shall not accumulate water on the deck until the curing covering has been placed."

## Revise the third paragraph of Article 503.16(a)(1) to read as follows.

"At the Contractor's option, a vibrating screed may be used in lieu of a finishing machine for superstructures with a pour width less than or equal to 24 ft (7.3 m). After the concrete is placed and consolidated, it shall be struck off with a vibrating screed allowing for camber, if required. The vibrating screed shall be of a type approved by the Engineer. A slight excess of concrete shall be kept in front of the cutting edge at all times during the striking off operation. After screeding, the entire surface shall be finished with hand-operated longitudinal floats having blades not less than 10 ft (3 m) in length and 6 in. (150 mm) in width. Decks so finished need not be straightedge tested as specified in 503.16(a)(2)."

## Delete the fifth paragraph of 503.16(a)(1).

## Revise Article 503.16(a)(2) to read as follows.

"(2) Straightedge Testing and Surface Correction. After the finishing has been completed and while the concrete is still plastic, the surface shall be tested for trueness with a 10 ft (3 m) straightedge, or a hand-operated longitudinal float having blades not less than 10 ft (3 m) in length and 6 in. (150 mm) in width. The Contractor shall furnish and use an accurate 10 ft (3 m) straightedge or float which has a handle not less than 3 ft (1 m) longer than 1/2 the pour width. The straightedge or float shall be held in contact with the surface and passed gradually from one side of the superstructure to the other. Advance along the surface

shall be in successive stages of not more than 1/2 the length of the straightedge or float. Any depressions found shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished."

# Replace the second sentence of the first paragraph of Article 1020.13(a)(5) with the following sentences.

"Cotton mats in poor condition will not be allowed. The cotton mats shall be placed in a manner which will not create indentations greater than 1/4 inch (6 mm) in the concrete surface. Minor marring of the surface is tolerable and is secondary to the importance of timely curing."

## Revise Article 1020.14(b) to read as follows.

- "(b) Concrete in Structures. Concrete may be placed when the air temperature is above 40 °F (4 °C) and rising, and concrete placement shall stop when the falling temperature reaches 45 °F (7 °C) or below, unless otherwise approved by the Engineer.
  - (1) Bridge Deck Concrete. For concrete in bridge decks, slabs, and bridge approach slabs the Contractor shall schedule placing and finishing of the concrete during hours in which the ambient air temperature is forecast to be lower than 85 °F (30 °C). It shall be understood this may require scheduling the deck pour at night in order to utilize the temperature window available. The temperature of the concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 85 °F (30 °C).
  - (2) Non-Bridge Deck Concrete. Except as noted above, the temperature of the concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 90 °F (32 °C).

If concrete is pumped, the temperature restrictions above shall be considered at point of placement. When insulated forms are used according to Article 1020.13(d)(1), the maximum temperature of the concrete mixture immediately before placement shall be 80 °F (25 °C). When concrete is placed in contact with previously placed concrete, the temperature of the freshly mixed concrete may be increased by the Contractor to offset anticipated heat loss, but in no case shall the maximum concrete temperature be permitted to exceed the limits stated in this Article."

### Revise Article 1103.13(a) to read as follows.

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"(a) Bridge Deck and Approach Slabs. The finishing machine shall be equipped with: (1) a mechanical strike off device; (2) either a rotating cylinder(s) or a longitudinal oscillating screed which transversely finishes the surface of the concrete. The Contractor may attach other equipment to the finishing machine to enhance the final finish when approved by the Engineer. The finishing machine shall produce a deck surface of uniform texture, free from porous areas, and with the required surface smoothness.

The finishing machine shall be operated on rails or other supports that will not deflect under the applied loads. The maximum length of rail segments supported on top of beams and within the pour shall be 10 ft (3 m). The supports shall be adjustable for elevation and shall be completely in place to allow the finishing machine to be used for the full length of the area to be finished. The supports shall be approved by the Engineer before placing of the concrete is started."

## Revise Article 1103.17(k) to read as follows.

"(k) Fogging Equipment. Fogging equipment shall be hand held fogging equipment for humidity control. The equipment shall be capable of atomizing water to produce a fog blanket by the use of pressure 2500 psi minimum (17.24 MPa) and an industrial fire hose fogging nozzle or equivalent. Fogging equipment attached to the finishing machine will not be permitted."

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### **II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

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

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

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

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

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

 $\ensuremath{\text{(ii)}}$  The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(1) The contractor shall submit weekly for each week in which b. any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose Wage and Hour Division Web from the site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5.** Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8.** Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers not participant who has entered into a covered transaction with a First Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<u>https://www.epls.gov/</u>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<u>https://www.epls.gov/</u>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

## XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

#### MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.