

BID PROPOSAL INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID ?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

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

ADDENDA AND REVISIONS

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

STANDARD GUIDELINES FOR SUBMITTING 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, do 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: The **Illinois Office Affidavit** (Not applicable to federally funded projects) followed by 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)** – A copy of 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 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 – The last items in your bid should be the DBE Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SBE 2025) and supporting paperwork. If you have documentation of a Good Faith Effort, it is to follow the SBE Forms.

The Bid Letting is now available in streaming Audio/Video from the IDOT Web Site. A link to the stream will be placed on the main page of the current letting on the day of the Letting. The stream will not begin until 10 AM. The actual reading of the bids does not begin until approximately 10:30 AM.

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

QUESTIONS: pre-letting up to execution of the contract

Contractor pre-qualification	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	217-785-0275

RETURN WITH BID

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Proposal Submitted By
Name
Address
City

Letting November 21, 2014

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**



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 60X62
COOK County
Section 2013-074I
Route FAI 90/94/290
Project ACNHPP-000V(002)
District 1 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included
- An Annual Bid Bond is included or is on file with IDOT.

Prepared by

Checked by

F

Page intentionally left blank

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 60X62
COOK County
Section 2013-074I
Project ACNHPP-000V(002)
Route FAI 90/94/290
District 1 Construction Funds**

Construction of aesthetic treatments along the south and north portions of Peoria St. over I-90/94/290 (Circle Interchange) in Chicago.

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.

RETURN WITH BID

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

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

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

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

Bank cashier's checks or properly certified checks accompanying 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.

RETURN WITH BID

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 No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices 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 do business 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)

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 60X62

State Job # - C-91-150-14

County Name - COOK- -

Code - 31 - -

District - 1 - -

Section Number - 2013-074I

Project Number
 ACNHPP-000V/002/

Route
 FAI 90
 FAI 94
 FAI 290

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
A2000224	T-ACERX FREM MM 3	EACH	4.000				
A2002368	T-BETULA NIGRA 7'	EACH	5.000				
A2003220	T-CORYLUS COLU 2-1/2	EACH	4.000				
A2006432	T-QUERC ALBA 4	EACH	1.000				
A2007632	T-TAXODIUM DIS 4	EACH	5.000				
A2018620	T-ULMUS CARP MO HE 3	EACH	3.000				
A2018724	T-ULMUS CARP MO 4	EACH	4.000				
B2000767	T-AMEL X GF AB CF 8'	EACH	2.000				
B2001770	T-CRAT CRU-VAR IN 8MH	EACH	13.000				
C2C010G6	S-BUDDLEIA DAV P CG5G	EACH	3.000				
C2C040G7	S-ITEA VIRG LH 30 C	EACH	34.000				
C2C058G3	S-RHUS AROMA GL CG 3G	EACH	283.000				
C2C10928	S-SYRINGA MEY PAL CG3	EACH	48.000				
C2000138	S-AESCLUSUS PAR 3 1/2'	EACH	6.000				
C2001840	S-CORNUS SERI IS CG3G	EACH	55.000				

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Project Number
 ACNHPP-000V/002/

Route
 FAI 90
 FAI 94
 FAI 290

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
C2003730	S-HYPER KALM AMES CG3	EACH	40.000				
C2003920	S-ILEX VERT RS 24"C	EACH	101.000				
C2003924	S-ILEX VERT RS 30"C	EACH	61.000				
C2011938	S-VIBURN DEN RS 3 1/2	EACH	37.000				
C2015300	S-JUNIPERUS CK CG 3G	EACH	700.000				
K0012970	PERENNIAL PLNT BULB T	UNIT	2.000				
K0012974	P PL ORN T 3" POT	UNIT	8.000				
K0012990	P PL ORNAMENT T GAL P	UNIT	7.700				
K0012992	P PL ORNAMENT T 2G P	UNIT	0.300				
K0013003	P PL PRAIRIE T 3" POT	UNIT	13.000				
K0013020	P PL PRAIRIE TY GAL P	UNIT	4.200				
K0013022	PERENN PLNT PT 2GAL	UNIT	4.800				
K0013080	P PL SEDG MDW T GAL P	UNIT	5.800				
K0013082	P PL SDG MDW T 2G POT	UNIT	2.200				
K0026700	TREE CARE	EACH	82.000				

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District - 1 - -

Section Number - 2013-074I

Project Number
 ACNHPP-000V/002/

Route
 FAI 90
 FAI 94
 FAI 290

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
K0026810	SHRUB CARE	EACH	2,736.000				
K0026850	PERENNIAL PLANT CARE	SQ YD	12,476.000				
K0029618	WEED CONT BROADLF TRF	GALLON	5.000				
K0029634	WEED CONTR PRE-EM GRN	POUND	208.000				
K0036118	MULCH PLACEMENT 3	SQ YD	2,539.000				
K1003660	MOWING CYCLES	EACH	36.000				
XX003885	IRRIGATION SYSTEM	L SUM	1.000				
XX007408	PRECAST WALL TYPE A	FOOT	91.000				
XX007409	PRECAST WALL TYPE B	FOOT	41.000				
XX007410	PRECAST WALL TYPE C	FOOT	110.000				
X0327802	PLNTG SOIL MIX F&P 12	SQ YD	2,328.000				
X0327808	PLNTG SOIL MIX F&P 18	SQ YD	997.000				
X0327814	PLNTG SOIL MIX F&P 24	SQ YD	706.000				
X0327820	PLNTG SOIL MIX F&P 30	SQ YD	809.000				
X0327880	WAYFINDING SIGN SP	L SUM	1.000				

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Route
 FAI 90
 FAI 94
 FAI 290

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0370080	COMB C&G B V.12(CDOT)	FOOT	20.000				
X6640200	TEMP CH LK FENCE	FOOT	1,424.000				
X7010216	TRAF CONT & PROT SPL	L SUM	1.000				
Z0013797	STAB CONSTR ENTRANCE	SQ YD	54.000				
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				
Z0019600	DUST CONTROL WATERING	UNIT	50.000				
Z0030850	TEMP INFO SIGNING	SQ FT	16.000				
Z0076600	TRAINEES	HOUR	1,000.000		0.800		800.000
Z0076604	TRAINEES TPG	HOUR	1,000.000		15.000		15,000.000
20100110	TREE REMOV 6-15	UNIT	13.000				
20101000	TEMPORARY FENCE	FOOT	890.000				
20101200	TREE ROOT PRUNING	EACH	9.000				
20101300	TREE PRUN 1-10	EACH	15.000				
20101350	TREE PRUN OVER 10	EACH	3.000				
20200100	EARTH EXCAVATION	CU YD	1,025.000				

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Project Number
 ACNHPP-000V/002/

Route
 FAI 90
 FAI 94
 FAI 290

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
20201200	REM & DISP UNS MATL	CU YD	582.000				
20400800	FURNISHED EXCAVATION	CU YD	808.000				
21001000	GEOTECH FAB F/GR STAB	SQ YD	55.000				
21101800	COMPOST F & P 1	SQ YD	2,512.000				
21301052	EXPLOR TRENCH 52	FOOT	100.000				
25000400	NITROGEN FERT NUTR	POUND	4.000				
25000600	POTASSIUM FERT NUTR	POUND	4.000				
25100115	MULCH METHOD 2	ACRE	1.000				
25200110	SODDING SALT TOLERANT	SQ YD	2,328.000				
25200200	SUPPLE WATERING	UNIT	210.300				
28000250	TEMP EROS CONTR SEED	POUND	98.000				
28000400	PERIMETER EROS BAR	FOOT	471.000				
28000510	INLET FILTERS	EACH	10.000				
31101200	SUB GRAN MAT B 4	SQ YD	36.000				
31101400	SUB GRAN MAT B 6	SQ YD	194.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
31101810	SUB GRAN MAT B 12	SQ YD	55.000				
42300400	PCC DRIVEWAY PAVT 8	SQ YD	194.000				
42400200	PC CONC SIDEWALK 5	SQ FT	36.000				
50300225	CONC STRUCT	CU YD	50.400				
50300254	RUBBED FINISH	SQ FT	1,328.000				
50300300	PROTECTIVE COAT	SQ YD	249.000				
50800205	REINF BARS, EPOXY CTD	POUND	5,090.000				
60107600	PIPE UNDERDRAINS 4	FOOT	130.000				
60255500	MAN ADJUST	EACH	2.000				
66900200	NON SPL WASTE DISPOSL	CU YD	1,200.000				
66900450	SPL WASTE PLNS/REPORT	L SUM	1.000				
66900530	SOIL DISPOSAL ANALY	EACH	4.000				
67000400	ENGR FIELD OFFICE A	CAL MO	34.000				
67100100	MOBILIZATION	L SUM	1.000				
73400200	DRILL SHAFT CONC FDN	CU YD	21.300				

CONTRACT NUMBER

60X62

THIS IS THE TOTAL BID

\$ _____

NOTES:

1. Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.
2. The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY.
3. If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.
4. A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is shown.

RETURN WITH BID

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

I. GENERAL

A. Article 50 of the 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 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.

RETURN WITH BID

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 bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

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

D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

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

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

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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 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.

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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 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 subcontractor 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.

F. Educational Loan

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

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 provides:

(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.

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

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, 30ILCS 500/50-36 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 shall 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 the attached document.

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

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

NA-FEDERAL

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

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

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

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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 \$25,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, 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 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.
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. Disclosure Forms. 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 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 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 per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

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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 NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

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

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

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

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the 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 \$25,000, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois 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.

RETURN WITH BID

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 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.

Yes ___ No ___

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois 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 7 1/2% 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 ___

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

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

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

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

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

RETURN WITH BID

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

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

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

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): _____

RETURN WITH BID

4. 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: 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.

RETURN WITH BID

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 the 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 bids in excess of \$25,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

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)

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 60X62
COOK County
Section 2013-074I
Project ACNHPP-000V(002)
Route FAI 90/94/290
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

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

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

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 60X62
COOK County
Section 2013-074I
Project ACNHPP-000V(002)
Route FAI 90/94/290
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP)

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

(IF A CORPORATION)

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____
Attest _____
Signature _____
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)
Business Address _____

(IF A JOINT VENTURE)

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

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



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 said SURETY has caused this instrument to be signed by its officer _____ day of _____ A.D., _____

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)

Signed and attested before me on _____ (date)

by _____
(Name of Notary Public)

by _____
(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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.



Return with Bid

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 _____ day of _____ A.D., _____

In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer _____ day of _____ A.D., _____

(Company Name)

(Company Name)

By _____ (Signature and Title)

By _____ (Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)
by _____

Signed and attested before me on _____ (date)
by _____

(Name of Notary Public)

(Name of Notary Public)

(Seal) _____ (Signature of Notary Public)

(Seal) _____ (Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

(1) Policy

It is public policy that disadvantageded 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 disadvantageded 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 _____ (Percent) _____ (Dollar Amount)
Project _____	
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

By _____

Title _____

Date _____

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Bureau of Small Business Enterprises **Local Let Projects**
2300 South Dirksen Parkway Submit forms to the
Springfield, Illinois 62764 Local Agency

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.



**Illinois Department
of Transportation**

DBE Participation Statement

Subcontractor Registration Number _____

Letting _____

Participation Statement

Item No. _____

(1) Instructions

Contract No. _____

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.

(2) Work:

Please indicate: J/V _____ Manufacturer _____ Supplier (60%) _____ Subcontractor _____ Trucking _____

Pay Item No.	Description	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:

(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 1st 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 __ 1st Tier __ 2nd Tier

Title _____

Date _____

Contact Person _____

Phone _____

Firm Name _____

Address _____

City/State/Zip _____

Signature for DBE Firm __ 1st Tier __ 2nd Tier

Title _____

Date _____

Contact Person _____

Phone _____

Firm Name _____

Address _____

City/State/Zip _____

E _____

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. 60X62
COOK County
Section 2013-074I
Project ACNHPP-000V(002)
Route FAI 90/94/290
District 1 Construction Funds**



Illinois Department of Transportation

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 State Required Ethical Standards Governing Subcontractors.

RETURN WITH SUBCONTRACT

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.

RETURN WITH SUBCONTRACT

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 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 subcontractor 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	

RETURN WITH SUBCONTRACT
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 suspended 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 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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. Disclosure Forms. 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 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 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the **NOT APPLICABLE STATEMENT** on the second page of Form A must be signed and dated by a person 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 person 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 a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person for which the form is being completed. The subcontractor is responsible for the accuracy of any information provided.

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

RETURN WITH SUBCONTRACT

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 NOT APPLICABLE STATEMENT on Form A does not 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 the 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 open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

Yes ___ No ___

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

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois 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. _____

RETURN WITH SUBCONTRACT

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 ___ No ___

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois 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 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 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 ___ No ___

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

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

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United 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 ___

RETURN WITH SUBCONTRACT

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

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

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

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): _____

RETURN WITH SUBCONTRACT

4. 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: 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: _____ Date _____
Signature of Individual or Authorized Officer

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

Form with fields: 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 the 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 the bottom of this page.

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields: 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)



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (ics-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 o'clock a.m. November 21, 2014. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 60X62
COOK County
Section 2013-074I
Project ACNHPP-000V(002)
Route FAI 90/94/290
District 1 Construction Funds**

Construction of aesthetic treatments along the south and north portions of Peoria St. over I-90/94/290 (Circle Interchange) in Chicago.

- 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

Erica J. Borggren,
Acting Secretary

INDEX
 FOR
 SUPPLEMENTAL SPECIFICATIONS
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-14)

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2012, the latest edition of the "Manual of Uniform Traffic Control Devices for Streets and Highways, 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 Sheets included herein which apply to and govern the construction of FAI Route 90/94/290 (I-90/94/290), Project ACNHPP-000V(002), Section 2013-074I, in Cook County, Contract 60X62, and in case of conflict with any part or parts of said specifications, the said special provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The project is located along Peoria Street from north of Harrison Street to south of Van Buren Street. The gross and net lengths of the project are 648.02 feet (0.123 miles) and 374.02 feet (0.071 miles), respectively.

DESCRIPTION OF PROJECT

The work consists of retaining wall construction and landscaping north and south of the Peoria Street Bridge (SN 016-1708) over Interstate 290 and the CTA Blue Line from Harrison Street to south of Van Buren Street.

Work includes retaining wall construction, landscaping, irrigation system replacement, erosion control and protection, special waste excavation, earth excavation and embankment, removal of existing improvements, traffic control and protection, urban enhancements and all incidental and collateral work necessary to complete the improvements as shown on the Plans and as described herein.

Work By Others:

Utilities: Utility relocations and adjustments (by others). Reference STATUS OF UTILITIES TO BE ADJUSTED for additional information.

SOILS INFORMATION

Soil boring logs are shown in the Plans for Peoria Street.

The reports below are available for inspection at IDOT District 1, 201 W. Center Court, Schaumburg, Illinois.

Structure Geotechnical Report
Performed for Peoria Street Bridge Over Interstate 290
SN 016-1708, Section 2525.1-1B
IDOT D-91-259-13, PTB 163/ITEM 001
Cook County, Illinois
Prepared by:
Wang Engineering, Inc.
April 16, 2013

CONTRACTOR COOPERATION

The Contractor's attention is directed to the fact that other separate contracts may be under construction during the duration of this Contract. Adjacent contracts may consist of, but are not limited to projects near:

- Contract 60W26 – From Circle Interchange to Harrison Street Bridge (WB) and Halsted Street Bridge
- Contract 60W28 – Northwest Flyover Bridge at I-90/94 and I-290/Congress Parkway (Circle Interchange)
- Contract 60W29 – Peoria Street Bridge at I-290/Congress Parkway (Circle Interchange)
- Contract 60W30 – Taylor Street Bridge over I-90/94 (Circle Interchange)
- Contract 60W71 – Harrison Street Bridge (East) at I-90/94 (Circle Interchange)
- Contract 60X61 – I-290 WB Mainline and Auxiliary Lanes from Peoria Street to Racine Avenue (Circle Interchange)
- University of Illinois at Chicago Contract – CUPPA Hall Renovations
- And others.

The Contractor will be governed by Article 105.08 of the Standard Specifications.

The Contractor will coordinate proposed project start dates and sequence of construction with the Engineer and other Contractors to present an effective and timely schedule for successful completion of the project.

ADDITIONAL INSURED

Add the following paragraph at the end of Article 107.27 – Insurance, of the Standard Specifications for Road and Bridge Construction dated January 1, 2012:

The Contractor shall name The Board of Trustees of the University of Illinois, its elected and appointed trustees, officers and officials, employees, agents, successors, and assignees as additional insured in the Contractor's comprehensive general liability insurance and all risk property insurance policies.

The Contractor and the Engineer shall mail, by certified mail, an executed copy of the Certificate of Insurance to the University of Illinois at Chicago (UIC) prior to the start of construction on this project noted above. The address will be provided by the Engineer.

All costs related to this requirement will be paid for under Article 109.04 – Payment for Extra Work.

SUBMITTALS

There are elements of construction that may require long lead times between order and delivery to the project site for installation. The Contractor must prioritize timely submittals of shop drawings to minimize any delays in project execution.

Shop drawings for precast walls and wayfinding sign structure must be submitted within two (2) weeks of the award of the contract. No additional compensation and no extension of calendar days will be made due to delays in receiving the materials to the project area because of incomplete or delayed shop drawing submittals.

The Contractor shall provide notice to the Engineer concerning shop drawing submittal schedules and when shop drawing submittal deadlines may be delayed.

WINTER WORK

No adjustment will be made in the contract unit prices for any concrete if winter work is necessary to meet the required completion dates specified in the contract.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

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

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

RESTRICTION ON WORKING DAYS AFTER A COMPLETION DATE

All temporary lane closures on arterial streets, which shall consist of Harrison Street and Peoria Street, during the period governed by working days after a completion date will not be permitted during the hours of 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m. Monday through Friday.

All lane closure signs shall not be erected any earlier than one-half (1/2) hour before the starting hours listed above. Also, these signs should be taken down within one-half (1/2) hour after the closure is removed.

Failure to Open Traffic Lanes to Traffic: Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified above, the Contractor shall be liable and shall pay to the Department the amount of \$250 per lane blocked, not as a penalty but as liquidated and ascertained damages, for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. The Department may deduct such damages from any monies due the Contractor. These damages shall apply during the period governed by working days after a completion date and any extensions of that contract time.

COMPLETION DATE PLUS WORKING DAYS

Revise Article 108.05 (b) of the Standard Specifications as follows:

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic and all sidewalks to pedestrians by 11:59 PM on October 31, 2017 except as specified herein.

All the work except for planting the trees, shrubs and perennial plants must be completed on or before October 31, 2015. This work shall include but is not limited to: sidewalk, retaining wall, seat wall, way finding sign, irrigation system and grading. Please refer to the LANDSCAPE CONSTRUCTION WORK AND LANDSCAPE ESTABLISHMENT WORK special provision for interim completion dates related to the plantings.

The Contractor will be allowed to complete all clean-up work and punch list items within 10 working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for cleanup work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer."

Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the completion date and the number of working days.

TRAFFIC CONTROL AND PROTECTION (ARTERIALS)

Effective: February 1, 1996

Revised: March 1, 2011

Specific traffic control plan details and Special Provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route according to the details shown in the plans.

Method of Measurement: All traffic control (except "Traffic Control and Protection (Expressways)" and temporary pavement markings) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

Basis of Payment: All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

Temporary pavement markings will be paid for separately unless shown on a Standard.

TRAFFIC CONTROL PLAN

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

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

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

STANDARDS: 701101, 701801, 701901

DETAILS: Suggested Stages of Construction and Traffic Control Plan – General Notes, Narrative and Temporary Information Sign.

SPECIAL PROVISIONS:

Suggested Stages of Construction and Traffic Control Plan,
Maintenance of Roadways,
Traffic Control and Protection (Arterials),
Public Convenience and Safety,

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

Effective: November 1, 2011

Revised: November 1, 2013

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

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

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

EMBANKMENT 1

Effective: March 1, 2011

Revised: November 1, 2013

Description. This work shall be according to Section 205 of the Standard Specifications except for the following.

Material. All material shall be approved by the District Geotechnical Engineer. The proposed material must meet the following requirements.

- a) The laboratory Standard Dry Density shall be a minimum of 90 lb/cu ft (1450 kg/cu m) when determined according to AASHTO T 99 (Method C).
- b) The organic content shall be less than ten percent determined according to AASHTO T 194 (Wet Combustion).
- c) Soils which demonstrate the following properties shall be restricted to the interior of the embankment and shall be covered on both the sides and top of the embankment by a minimum of 3 ft (900 mm) of soil not considered detrimental in terms of erosion potential or excess volume change.
 - 1) A grain size distribution with less than 35 percent passing the number 75 um (#200) sieve.
 - 2) A plasticity index (PI) of less than 12.
 - 3) A liquid limit (LL) in excess of 50.
- d) Reclaimed asphalt shall not be used within the ground water table or as a fill if ground water is present.
- e) The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

CONSTRUCTION REQUIREMENTS

Samples. Embankment material shall be sampled, tested, and approved before use. The contractor shall identify embankment sources, and provide equipment as the Engineer requires, for the collection of samples from those sources. Samples will be furnished to the Geotechnical Engineer a minimum of three weeks prior to use in order that laboratory tests for approval and compaction can be performed. Embankment material placement cannot begin until tests are completed and approval given.

Placing Material. In addition to Article 202.03, broken concrete, reclaimed asphalt with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities shall be placed in 6 inches (150 mm) lifts and disked with the underlying lift until a uniform homogenous material is formed. This process also applies to the overlaying lifts. The disk must have a minimum blade diameter of 24 inches (600 mm).

When embankments are to be constructed on hillsides or existing slopes that are steeper than 3H:1V, steps shall be keyed into the existing slope by stepping and benching as shown in the plans or as directed by the engineer.

Compaction. Soils classification for moisture content control will be determined by the Soils Inspector using visual field examination techniques and the IDH Textural Classification Chart.

When tested for density in place each lift shall have a maximum moisture content as follows.

- a) A maximum of 110 percent of the optimum moisture for all forms of clay soils.
- b) A maximum of 105 percent of the optimum moisture for all forms of clay loam soils.

Stability. The requirement for embankment stability in Article 205.04 will be measured with a Dynamic Cone Penetrometer (DCP) according to the test method in the IDOT Geotechnical Manual. The penetration rate must be equal or less than 1.5 inches (38 mm) per blow.

Basis of Payment. This work will not be paid separately but will be considered as included in the various items of excavation.

HEAT OF HYDRATION CONTROL FOR CONCRETE STRUCTURES (D-1)

Effective: November 1, 2013

Article 1020.15 shall not apply.

PUBLIC CONVENIENCE AND SAFETY (D-1)

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

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

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

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

“The length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday after”

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

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

STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987
 Revised: January 24, 2013

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

NAME OF UTILITY	TYPE	LOCATION	ACTION REQUIRED	ESTIMATED DURATION OF TIME FOR THE COMPLETION OF RELOCATION OR ADJUSTMENTS
ComEd 2 Lincoln Center Sixth Floor Oakbrook Terrace, IL 60181-4260 Attn: Mr. Mark Tulach State Programs Public Relocation			Relocations being completed in coordination with Contract 60W29	
AT&T 1000 Commerce Drive Oak Brook, IL 60523 Attn: Ms. Pam Summers AT&T Civic Project Engineering	Telephone Manhole	3701+94, 24' RT	To Be Reconstructed	Start Date: November 2014 Duration: During Construction

<p>City of Chicago</p> <p>1411 West Madison St. Chicago, IL 60607 Attn: Mr. Frank Kelly Office of Emergency Mgmt. Communications Technical Services</p> <p>1000 East Ohio Street + 51, Room 306 Chicago, IL 60611 Attn:</p> <p>Mr. Michael Sturtevant, Deputy Commissioner Dept. of Water Management</p> <p>Mr. Rolando Villalon Dept. of Water Management - Water Section</p> <p>Mr. Sid Osakada Dept. of Water Management - Sewer Section</p>			<p>Relocations being completed in coordination with Contract 60W29</p>	
<p>University of Illinois at Chicago</p> <p>ACCC Engineering Dept. 1940 W. Taylor St. Chicago, IL 60612 Attn: Mr. Brian Ng (312) 413-8254</p>			<p>Relocations being completed in coordination with Contract 60W29</p>	

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

In accordance with 605 ILCS 5/9-113 of the Illinois Compiled Statutes, utility companies have 90 days to complete the relocation of their facilities after receipt of written notice from the Department. The 90-day written notice will be sent to the utility companies after the following occurs:

- 1) Proposed right of way is clear for contract award.
- 2) Final plans have been sent to and received by the utility company.
- 3) Utility permit is received by the Department and the Department is ready to issue said permit.
- 4) If a permit has not been submitted, a 15 day letter is sent to the utility company notifying them they have 15 days to provide their permit application. After allowing 15 days for submission of the permit the 90 day notice is sent to the utility company.
- 5) Any time within the 90 day relocation period the utility company may request a waiver for additional time to complete their relocation. The Department has 10 days to review and respond to a waiver request.

WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE

Effective: July 29, 2002

Revised: February 7, 2007

Description: This work shall consist of spreading a pre-emergent granular herbicide in place of weed barrier fabric in areas as shown on the plans or as directed by the Engineer. This item will be used in mulched plant beds and mulch rings.

Delete Article 253.11 and substitute the following:

Within 48 hours after planting, mulch shall be placed around all plants in the entire mulched bed or saucer area specified to a depth of 4 inches (100 mm). No weed barrier fabric will be required for tree and shrub planting. Pre-emergent Herbicide will be used instead of weed barrier fabric. The Pre-emergent Herbicide shall be applied prior to mulching. Mulch shall not be in contact with the base of the trunk.

Materials: The pre-emergent granular herbicide (Snapshot 2.5 TG or equivalent) shall contain the chemicals Trifluralin 2% active ingredient and Isoxaben with 0.5% active ingredient. The herbicide label shall be submitted to the Engineer for approval at least seventy-two (72) hours prior to application.

Method: The pre-emergent granular herbicide shall be used in accordance with the manufacturer's directions on the package. The granules are to be applied prior to mulching.

Apply the granular herbicide using a drop or rotary-type designed to apply granular herbicide or insecticides. Calibrate application equipment to use according to manufacturer's directions. Check frequently to be sure equipment is working properly and distributing granules uniformly. Do not use spreaders that apply material in narrow concentrated bands. Avoid skips or overlaps as poor weed control or crop injury may occur. More uniform application may be achieved by spreading half of the required amount of product over the area and then applying the remaining half in swaths at right angles to the first. Apply the granular herbicide at the rate of 100 lbs/acre (112 kg/ha) or 2.3 lbs/1000 sq. ft. (11.2 kg/1000 sq. meters).

Method of Measurement: Pre-emergent granular herbicide will be measured in place in Pounds (Kilograms) of Pre-emergent Granular Herbicide applied. Areas treated after mulch placement shall not be measured for payment.

Basis of Payment: This work will be paid for at the contract unit price per pound (kilogram) of WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE.

PROTECTION OF EXISTING TREES

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

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

A. Earth Saw Cut of Tree Roots (Root Pruning):

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

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

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

B. Temporary Fence:

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

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

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

C. Tree Limb Pruning:

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

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

D. Removal of Driveway Pavement and Sidewalk:

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

E. Backfilling:

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

F. Damages:

1. In the event that a tree not scheduled for removal is injured such that potential irreparable damage may ensure, as determined by the Roadside Development Unit, the Contractor shall be required to remove the damage tree and replace it on a three to one (3:1) basis, at his own expense. The Roadside Development Unit will select replacement trees from the pay items already established in the contract.
2. The Contractor shall place extreme importance upon the protection and care of trees and shrubs which are to remain during all times of this improvement. It is of paramount importance that the trees and shrubs which are to remain are adequately protected by the Contractor and made safe from harm and potential damage from the operations and construction of this improvement. If the Contractor is found to be in violation of storage or operations within the "tree protection zone" or construction activities not approved by the Engineer, a penalty shall be levied against the Contractor with the monies being deducted from the contract. The amount of the penalty shall be two hundred fifty dollars (\$250.00) per occurrence per day.

SUPPLEMENTAL WATERING

Scope: This work will include watering turf, trees, shrubs, and perennial plants at the rates specified and as directed by the Engineer.

Schedule: Watering will only begin after the successful completion of all period of establishment requirements. Supplemental watering should be used at any time after initial watering to keep turf, trees, shrubs and perennials in a live healthy condition while it is establishing in the non-irrigated areas.

Watering must be completed in a timely manner. When the Engineer directs the Contractor to do supplemental watering, the Contractor must begin the watering operation within 24 hours of notice. Damage to plant material that is a result of the Contractor's failure to water in a timely way must be repaired or replaced at the Contractor's expense.

Source of Water: The Contractor shall notify the Engineer of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth.

Rate of Application: The normal rates of application for watering are as follows. The Engineer will adjust these quantities and frequency rates as needed depending upon weather conditions.

- Turf: 3 gallons per square foot
- Trees: 10 gallons per inch caliper or 5 gallons per foot in height
- Shrubs: 10 gallons per shrub
- Ornamental Grasses: 3 gallons per square foot
- Perennial Plants and Groundcovers: 3 gallons per square foot
- Vines: 3 gallons per vine

Method of Application: A spray nozzle that does not damage small plants must be used when watering all vegetation. Water shall be applied at the base of the plant to keep as much water as possible off plant leaves. An open hose may be used to water trees, shrubs, and seedlings if mulch and soil are not displaced by watering. The water shall be applied to individual plants in such a manner that the plant hole shall be saturated without allowing the water to overflow beyond the earthen saucer. Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing the water flow beyond the periphery of the bed. Water shall slowly infiltrate into soil and completely soak the root zone. The Contractor must supply metering equipment as needed to assure the specified application rate of water.

Method of Measurement: Supplemental watering will be measured in units of 1000 gallons (3,785 liters) of water applied as directed.

Basis of Payment: This work will be paid for at the contract unit price per unit of SUPPLEMENTAL WATERING, measured as specified. Payment will include the cost of all water, equipment and labor needed to complete the work specified herein and to the satisfaction of the Engineer.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

Revise Article 669.01 of the Standard Specifications to read:

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

Revise Article 669.08 of the Standard Specifications to read:

“669.08 Contaminated Soil and/or Groundwater Monitoring. The Contractor shall hire a qualified environmental firm to monitor the area containing the regulated substances. The affected area shall be monitored with a photoionization detector (PID) utilizing a lamp of 10.6eV or greater or a flame ionization detector (FID). Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. No excavated soils can be taken to a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation with detectable PID or FID meter readings that are above background. The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily. All testing shall be done by a qualified engineer/technician. Such testing and monitoring shall be included in the work. The Contractor shall identify the exact limits of removal of non-special waste, special waste, or hazardous waste. All limits shall be approved by the Engineer prior to excavation. The Contractor shall take all necessary precautions.

Based upon the land use history of the subject property and/or PID or FID readings indicating contamination, a soil or groundwater sample shall be taken from the same location and submitted to an approved laboratory. Soil or groundwater samples shall be analyzed for the contaminants of concern, including pH, based on the property's land use history or the parameters listed in the maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605. The analytical results shall serve to document the level of soil contamination. Soil and groundwater samples may be required at the discretion of the Engineer to verify the level of soil and groundwater contamination.

Samples shall be grab samples (not combined with other locations). The samples shall be taken with decontaminated or disposable instruments. The samples shall be placed in sealed containers and transported in an insulated container to the laboratory. The container shall maintain a temperature of 39 °F (4 °C). All samples shall be clearly labeled. The labels shall indicate the sample number, date sampled, location and elevation, and any other observations.

The laboratory shall use analytical methods which are able to meet the lowest appropriate practical quantitation limits (PQL) or estimated quantitation limit (EQL) specified in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods", EPA Publication No. SW-846 and "Methods for the Determination of Organic Compounds in Drinking Water", EPA, EMSL, EPA-600/4-88/039. For parameters where the specified cleanup objective is below the acceptable detection limit (ADL), the ADL shall serve as the cleanup objective. For other parameters the ADL shall be equal to or below the specified cleanup objective."

Replace the first two paragraphs of Article 669.09 of the Standard Specifications with the following:

"669.09 Contaminated Soil and/or Groundwater Management and Disposal. The management and disposal of contaminated soil and/or groundwater shall be according to the following:

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:
 - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. Such soil excavated for storm sewers can be placed back into the excavated trench as backfill, when suitable, unless trench backfill is specified. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
 - (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.

- (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
- (5) When the Engineer determines soil cannot be managed according to Articles 669.09(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC, the excavated soil can be utilized within the construction limits or managed and disposed of off-site as "uncontaminated soil" according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation for the following reason.
- (1) The pH of the soil is less than 6.25 or greater than 9.0.
- (2) The soil exhibited elevated photoionization detector (PID) utilizing a lamp of 10.6eV or greater or a flame ionization detector (FID) readings.
- (c) Soil Analytical Results Exceed Most Stringent MAC but Do Not Exceed TACO Residential. When the soil analytical results indicate that detected levels exceed the most stringent MAC but do not exceed TACO Tier 1 Soil Remediation Objectives for Residential Properties pursuant to 35 IAC 742 Appendix B Table A, the excavated soil can be utilized within the right-of-way or managed and disposed of off-site as "uncontaminated soil" according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation.
- (d) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste.

All groundwater encountered within lateral trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench it must be removed as a special or hazardous waste. The Contractor is prohibited from managing groundwater within the trench by discharging it through any existing or new storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10^{-7} cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer.”

Revise Article 669.14 of the Standard Specifications to read:

“669.14 Final Environmental Construction Report. At the end of the project, the Contractor will prepare and submit three copies of the Environmental Construction Report on the activities conducted during the life of the project, one copy shall be submitted to the Resident Engineer, one copy shall be submitted to the District's Environmental Studies Unit, and one copy shall be submitted with an electronic copy in Adode.pdf format to the Geologic and Waste Assessment Unit, Bureau of Design and Environment, IDOT, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The technical report shall include all pertinent information regarding the project including, but not limited to:

- (a) Measures taken to identify, monitor, handle, and dispose of soil or groundwater containing regulated substances, to prevent further migration of regulated substances, and to protect workers,
- (b) Cost of identifying, monitoring, handling, and disposing of soil or groundwater containing regulated substances, the cost of preventing further migration of regulated substances, and the cost for worker protection from the regulated substances. All cost should be in the format of the contract pay items listed in the contract plans (identified by the preliminary environmental site assessment (PESA) site number),
- (c) Plan sheets showing the areas containing the regulated substances,
- (d) Field sampling and testing results used to identify the nature and extent of the regulated substances,
- (e) Waste manifests (identified by the preliminary environmental site assessment (PESA) site number) for special or hazardous waste disposal, and
- (f) Landfill tickets (identified by the preliminary environmental site assessment (PESA) site number) for non-special waste disposal.”

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

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

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

General. This Special Provision will likely require the Contractor to subcontract for the execution of certain activities.

All contaminated materials shall be managed as either “uncontaminated soil” or non-special waste. This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances. The Environmental Firm shall continuously monitor all soil excavation for worker protection and soil contamination. **Phase I Preliminary Engineering information is available through the District's Environmental Studies Unit.** Soil samples or analysis without the approval of the Engineer will be at no additional cost to the Department. The lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit whichever is less. [

The Contractor shall manage any excavated soils and sediment within the following areas:

- Station 3700+00 to Station 3701+00 0 to 100 feet RT (UIC Harrison Field, PESA Site 2515-225, 800 Block of South Harrison Street). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)Anthracene, Benzo(a)Pyrene, Benzo(b)Fluoranthene, Benzo(k)Fluoranthene, Carbazole, Dibenzo(a,h)Anthracene, Indeno(1,2,3-cd)Pyrene, Naphthalene, and Lead.
- Station 3706+00 to Station 3707+00 0 to 70 feet RT (Downtown Cleaners and Olshaw's Interior Service, PESA Site 2515-210, 407 South Peoria Street). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)Anthracene, Benzo(a)Pyrene, Benzo(b)Fluoranthene, Carbazole, Dibenzo(a,h)Anthracene, Indeno(1,2,3-cd)Pyrene, and Lead.
- Station 3701+00 to Station 3703+00 0 to 70 feet RT (UIC Harrison Field, PESA Site 2515-225, 800 Block of South Harrison Street). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)Anthracene, Benzo(a)Pyrene, Benzo(b)Fluoranthene, Dibenzo(a,h)Anthracene, and Lead.
- Station 3700+00 to Station 3703+00 0 to 100 feet LT (UIC Parking Lot #9, PESA Site 2515-224, 521 South Morgan Street). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)Anthracene, Benzo(a)Pyrene, Benzo(b)Fluoranthene, Dibenzo(a,h)Anthracene, Iron, and Lead.

- Station 3704+75 to Station 3707+00 0 to 70 feet RT (Mixed-Use Building, PESA Site 2515-211, 833-843 West Van Buren Street). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)Pyrene, Lead, Manganese.
- Station 3704+75 to Station 3707+00 0 to 70 feet LT (UIC, PESA Site 2515-209, 400-412 South Peoria Street). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)Pyrene, Lead, and Manganese.

LANDSCAPE CONSTRUCTION WORK AND LANDSCAPE ESTABLISHMENT WORK

The Contractor shall complete each Phase of the work in accordance with the CALENDAR OF LANDSCAPE CONSTRUCTION AND ESTABLISHMENT WORK specified in the plans.

INTERIM COMPLETION DATE FOR PHASE ONE

The Contractor shall schedule his/her operations in order to complete all Phase I work on or before October 31, 2015.

INTERIM COMPLETION DATE FOR PHASE TWO

The Contractor shall schedule his/her operations in order to complete all Phase II work on or before May 31, 2016.

INTERIM COMPLETION DATE FOR PHASE THREE

The Contractor shall schedule his/her operations in order to complete all Phase III work on or before June 15, 2016.

INTERIM COMPLETION DATE FOR PHASE FOUR

The Contractor shall schedule his/her operations in order to complete all Phase IV work on or before September 15, 2016.

INTERIM COMPLETION DATE FOR PHASE FIVE

The Contractor shall schedule his/her operations in order to complete all Phase V work on or before November 15, 2016.

INTERIM COMPLETION DATE FOR PHASE SIX

The Contractor shall schedule his/her operations in order to complete all Phase VI work on or before May 15, 2017

INTERM COMPLETION DATE FOR PHASE SEVEN

The Contractor shall schedule his/her operations in order to complete all Phase VII work on or before July 31, 2017

COMPLETION DATE FOR PHASE EIGHT

The Contractor shall schedule his/her operations in order to complete all Phase VIII work on or before October 31, 2017.

FAILURE TO COMPLETE LANDSCAPE CONSTRUCTION AND LANDSCAPE ESTABLISHMENT WORK

Should the Contractor fail to complete the Phase I work on or before the completion date stipulated in the Contract, or within such extended time as may have been allowed, the Contractor shall be liable to the Department in the amount of \$1,025, not as a penalty but as liquidated damages, for each calendar day or portion thereof, of overrun in the Phase I time or such extended time as may have been allowed.

Should the Contractor fail to complete the Phase II work on or before the completion date stipulated in the Contract, or within such extended time as may have been allowed, the Contractor shall be liable to the Department in the amount of \$1,025, not as a penalty but as liquidated damages, for each calendar day or portion thereof, of overrun in the Phase II time or such extended time as may have been allowed.

Should the Contractor fail to complete the Phase III work on or before the completion date stipulated in the Contract, or within such extended time as may have been allowed, the Contractor shall be liable to the Department in the amount of \$1,025, not as a penalty but as liquidated damages, for each calendar day or portion thereof, of overrun in the Phase III time or such extended time as may have been allowed.

Should the Contractor fail to complete the Phase IV work on or before the completion date stipulated in the Contract, or within such extended time as may have been allowed, the Contractor shall be liable to the Department in the amount of \$1,025,, not as a penalty but as liquidated damages, for each calendar day or portion thereof, of overrun in the Phase IV time or such extended time as may have been allowed.

Should the Contractor fail to complete the Phase V work on or before the completion date stipulated in the Contract, or within such extended time as may have been allowed, the Contractor shall be liable to the Department in the amount of \$1,025, not as a penalty but as liquidated damages, for each calendar day or portion thereof, of overrun in the Phase V time or such extended time as may have been allowed.

Should the Contractor fail to complete the Phase VI work on or before the completion date stipulated in the Contract, or within such extended time as may have been allowed, the Contractor shall be liable to the Department in the amount of \$1,025, not as a penalty but as liquidated damages, for each calendar day or portion thereof, of overrun in the Phase VI time or such extended time as may have been allowed.

Should the Contractor fail to complete the Phase VII work on or before the completion date stipulated in the Contract, or within such extended time as may have been allowed, the Contractor shall be liable to the Department in the amount of \$1,025, not as a penalty but as liquidated damages, for each calendar day or portion thereof, of overrun in the Phase VII time or such extended time as may have been allowed.

Should the Contractor fail to complete the Phase VIII work on or before the completion date stipulated in the Contract, or within such extended time as may have been allowed, the Contractor shall be liable to the Department in the amount of \$1,025, not as a penalty but as liquidated damages, for each calendar day or portion thereof, of overrun in the Phase VIII time or such extended time as may have been allowed.

PLANTING WOODY PLANTS

This work shall consist of planting woody plants as specified in Section 253 of the Standard Specifications with the following revisions:

Delete Article 253.03 Planting Time and substitute the following:

Spring Planting. This work shall be performed between March 15th and May 31st except that evergreen planting shall be performed between March 15th and April 30th in the northern zone.

Add the following to Article 253.03 (a) (2):

All plants shall be obtained from Illinois Nurserymen's Association or appropriate state chapter nurseries. All trees and shrubs shall be dug prior to leafing out (bud break) in the spring or when plants have gone dormant in the fall, except for the following species which are only to be dug prior to leafing out in the spring:

- Maple (Acer spp.)
- Hawthorn (Crataegus spp.)
- Bald Cypress (Taxodium distichum)

Delete Article 253.03 (b) and substitute the following:

Fall Planting. No fall planting will be allowed without written request by the Contractor and written approval by the Engineer.

Planting dates are dependent on species of plant material and weather. Planting might begin or end prior or after above dates as approved by the Engineer. Do not plant when soil is muddy or during frost. No plant material shall be installed prior to the final grade of the planting soil. Trees must be installed first to establish proper layout and to avoid damage to other plantings. Shrubs must be installed second to establish proper layout and to avoid damage to perennials, ornamental grasses, and groundcovers.

All plant material not planted according to the specified seasonal date shall require prior written approval from the Engineer. Failure to secure such approval shall result in the rejection of the plant material and replacement at no additional cost to the Department.

Add the following to Article 253.05 Transportation:

Cover plants during transport. Plant material transported without cover shall be automatically rejected.

Delete the third sentence of Article 253.07 and substitute the following:

The Contractor shall be responsible for all plant layout. The layout must be performed by qualified personnel. The planting locations must be laid out as shown in the landscape plan. This will require the use of an engineer's scale to determine some dimensions. Tree locations within each planting area shall be marked with a different color stake/flag and labeled to denote the different tree species. Shrub beds limits must be painted. The Engineer will contact the Roadside Development Unit at (847) 705-4171 to approve the layout prior to installation. Allow a minimum of seven working (7) days prior to installation for approval.

Delete Article 253.08 Excavation of Plant Holes and substitute the following:

No plant material shall be installed before below-ground irrigation system components have been installed and are operational.

Protect irrigation system components, structures, utilities, sidewalks, walls, planters, fences, pavements, utility boxes, other facilities, lawns and existing plants from damage caused by planting operations.

Holes for trees shall be dug at the location indicated by the marking stakes. Holes for shrubs shall be dug within the marked outline of the planting bed. The spacing of plants will be designated on the plans and/or landscape schedule. Spacing shall be measured from center-to-center, and alternate rows shall be staggered.

Excavate with sides vertical, bottom flat but with high center for drainage. Deglaze sides and loosen bottom. The diameter of the hole shall be 15 wide for all shade, ornamental and evergreen trees and 1 foot wider than the root ball for shrubs. The depth of the hole shall be such that the top of the root ball is 2 to 3 inches above finished grade (allowing for settling). Remove all excavated subsoil from the site and dispose as specified in Article 202.03. The excavated material shall not be stockpiled on turf or in ditches.

See civil drawings for limits of structural backfill and wall foundations.

Delete the third and fourth paragraphs of Article 253.10 Planting Procedures and Article 253.10 (a) and substitute the following:

Trees, shrubs, and vines shall be thoroughly watered with a method approved by the Engineer.

Approved watering equipment shall be at the site of the work and in operational condition PRIOR TO STARTING the planting operation and DURING all planting operations OR PLANTING WILL NOT BE ALLOWED. Plant material will be rejected if installed after a prolonged period without irrigation.

Set plants in the excavated hole with top of ball 2 to 3 inches above finished grade. Add soil as required under ball to achieve plumb. Untie all cords binding burlap to trunk. Remove all burlap and wire baskets from top ½ of the root ball. Where rocks, gravel, heavy clay or other debris are encountered, clean top soil shall be used. Do not backfill excavation with subsoil.

Place backfill in 6 inch-thick layers. Work each layer by hand to compact backfill and eliminate voids. Maintain plumb during backfilling. When backfill is approximately 2/3 complete, saturate backfill with water and repeat until no more water can be absorbed. Place and compact remainder of backfill and thoroughly water again. Visible root flair shall be left exposed, uncovered by the addition of soil. By mounding up the soil around the hole, create a saucer depression around the tree to hold future water.

Delete Article 253.11 and substitute the following:

Within 48 hours after planting, all plants in the entire mulched bed or saucer areas shall be mulched with 3 inches of fin grade Shredded Hardwood Bark Mulch. No weed barrier fabric will be required for tree and shrub planting. Pre-emergent Granular Herbicide will be used instead of weed barrier fabric. The Pre-emergent Granular Herbicide shall be applied prior to mulch application. See specification for Weed Control, Pre-Emergent Granular Herbicide.

Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark not to exceed two (2) inches in its largest dimension, free of foreign matter, sticks, stones, and clods. All hardwood mulch shall be processed through a hammer mill. A sample and request for material inspection form must be supplied to the Engineer for approval prior to performing any work.

Care shall be taken not to bury leaves, stems, or vines under mulch material. Mulch shall not be in contact with the base of the trunk. All finished mulch areas shall be left smooth and level to maintain uniform surface and appearance. After the mulch placement, any debris or piles of material shall be immediately removed from the right of way, including raking excess mulch out of turf areas.

Delete Article 253.12 Wrapping and substitute the following:

Any paper or cardboard trunk wrap must be removed before placing the tree in the tree hole in order to inspect the condition of the trunks. Within 24 hours, a layer of commercial screen wire mesh shall be wrapped around the trunk of all deciduous trees. All other plants planted individually shall be similarly wrapped when directed by the Engineer. The screen wire shall be secured to itself with staples or single wire strands tied to the mesh. Trees shall be wrapped at time of planting, before the installation of mulch. The lower edge of the screen wire shall be in continuous contact with the ground and shall extend up to the lowest major branch.

Add the following to Article 253.13 Bracing:

Trees required to be braced shall be braced within 24 hours of planting.

Add the following to the first paragraph of Article 253.14 Period of Establishment:

Prior to being accepted, the plants shall endure a period of establishment. This period shall begin in April and end in September of the same year.

Delete the first paragraph of Article 253.15 Plant Care and substitute the following:

Begin plant care when the final grade has been achieved in any one location. The Contractor is responsible for plant care until receipt of the "Final Acceptance of Landscape Work" memorandum from the Bureau of Maintenance. The Contractor shall properly care for all plants including weeding, watering, adjusting of braces, repair of water saucers, or other work which is necessary to maintain the health, vigor, and satisfactory appearance of the plantings. This may require pruning, cultivating, tightening and repairing supports, repair of wrapping, and furnishing and applying sprays as necessary to keep the plants free of insects and disease. The Contractor shall provide plant care a minimum of every two weeks, or within 3 days following notification by the Engineer. All requirements for proper plant care during the Period of Establishment shall be considered as included in the cost of the contract.

Delete the first paragraph of Article 253.15 Plant Care (a) and substitute the following:

During plant care additional watering shall be performed at least every two weeks during the months of May through December. The contractor shall apply a minimum of 30 gallons of water per 3" caliper tree, 40 gallons per 4" caliper tree and 8' height tree, 35 gallons per 7' height tree, 25 gallons per large shrub, 15 gallons per small shrub, and 3 gallons per vine. The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon weather conditions.

Add the following to the Article 253.15 Plant Care (d):

The contractor shall inspect all trees, shrubs, and vines for pests and diseases at least every two weeks during the months of initial planting through final acceptance. Contractor must identify and monitor pest and diseases and determine action required to maintain the good appearance, health and, top performance of all plant material. Contractor shall notify the Engineer with their inspection findings and recommendations within twenty-four hours of findings. The recommendations for action by the Contractor must be reviewed and by the Engineer for approval/rejection. All approved corrective activities will be considered as included in the cost of the contract and shall be performed within 48 hours following notification by the Engineer.

Delete Article 253.17 Basis of Payment and substitute the following:

This work will be paid for 75% of the contract unit price each for several kinds and sizes of trees and shrubs found to be alive and healthy condition by May 31st, as specified in Article 253.14. The remaining 25% of the contract unit price each will be paid for after the successful completion of all required replacement plantings and clean-up work and receipt of the "Final Acceptance of Landscape Work" memorandum from the Bureau of Maintenance. The unit price shall include the cost of all material, equipment, labor, plant care, disposal and incidental required to complete the work as specified herein and to the satisfaction of the Engineer. The placement of Pre-emergent Herbicide shall be paid for at the contract unit price for WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE.

REQUIRED INSPECTION OF WOODY PLANT MATERIAL

Delete Article 1081.01(a)(5) and substitute the following:

The place of growth for all material, and subsequent inspection, must be located within 200 miles of the project.

Delete Article 1081.01(c)(1) and substitute the following:

Inspection of plant material will be made at the nursery by the Engineer, or a duly authorized representative of the Department; all plant material must be in the field of the nursery supplying the material. The Contractor shall submit plant inspection forms on the date specified in the CALENDAR OF LANDSCAPE CONSTRUCTION AND ESTABLISHMENT WORK in the plans. Written certification by the Nursery will be required certifying that the plants are true to their species and/or cultivar specified in the plans. The Department reserves the right to place identification seals on any or all plants selected. No trees shall be delivered without IDOT seal. Plant material not installed within 60 days of initial inspection will be required to be re-inspected.

PLANTING PERENNIAL PLANTS

Delete Article 254.03(a) Planting Time and replace with the following:

Planting Time. With the exception of bulb type plants, the following shall apply: Plantings shall be installed during Spring 2016. No fall planting will be allowed without written request by the Contractor and written approval by the Engineer.

All bulb type plantings located within all Stages shall be installed during Fall 2016.

Planting times for the various types of perennial plants shall be as follows:

- (a) Bulb Type. Bulb type plants shall be planted between October 15 and November 15.
- (b) Ornamental Type and Prairie Type plants shall be planted between May 1 and June 15.

Delete Article 254.05 Layout of Planting and replace with the following:

When plants are specified to be planted in prepared soil planting beds, the planting bed shall be approved by the Engineer prior to planting. The Contractor shall be responsible for all plant layout. The layout must be performed by qualified personnel. The planting locations must be laid out as shown in the landscape plan and/or landscape schedule. This will require the use of an engineer's scale to determine some dimensions. Bed limits must be painted. Landscape Architect shall be present at time of installation to approve layout of plant beds and vegetation prior to planting. The Engineer will contact the Roadside Development Unit at (847) 705-4171 to approve the layout prior to installation. Allow a minimum of seven (7) days prior to installation for coordination.

Add the following to Article 254.06 Planting Procedures:

When planting perennials in bed areas shown on the plans or as directed by the Engineer, the following work shall be performed prior to planting:

- All existing turf shall be cut out 2 inches below the existing soil line, and disposed of as specified in Article 202.03.
- Spade a planting bed edge at approximately a 45 degree angle and to a depth of approximately three (3) inches around the perimeter of the perennial bed. Remove any debris created in the spade edging process and dispose of as specified in Article 202.03.
- Do not plant when soil is saturated with water or muddy.
- No plant material shall be installed before below-ground irrigation system components have been installed and are operational. Excavation for planting should be coordinated with irrigation system. Contractor to repair any damage to the irrigation system due to planting.
- Trees and shrubs must be installed first to establish proper layout and to avoid damage to other plantings. See planting details.
- Perennial plants shall be planted by a hand method approved by the Engineer. Open holes sized to accommodate roots, place plants at proper elevation and backfill with planting soil, working carefully to avoid damage to roots and to leave no voids. Build up a small water basin of soil around each plant.
- Immediately after planting, thoroughly water plant beds. Do not wash soil onto crowns of plants.

Delete the first sentence of Article 254.07 Mulching and substitute the following:

Within 24 hours, the entire perennial plant bed shall be mulched with 3 inches of fine grade Shredded Hardwood Bark Mulch. Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark not to exceed two (2) inches in its largest dimension, free of foreign matter, sticks, stones, and clods. All hardwood mulch shall be processed through a hammer mill. Hardwood bark not processed through a hammer mill shall not be accepted. A mulch sample shall be submitted to the Engineer for approval 72 hours prior to placing. Care shall be taken to place the mulch so as not to smother the plants.

Add the following to Article 254.07 Mulching:

Pre-emergent Herbicide shall be used in the perennial beds after the placement of mulch. See specification for Weed Control, Pre-emergent Herbicide.

Delete Article 254.08 (b) Period of Establishment and substitute the following:

Perennial plants must undergo a 30-day period of establishment. Additional watering shall be performed not less than twice a week for four weeks following installation. If the irrigation system is not able to provide enough water to establish the plants, the Contractor will provide supplemental watering at no additional charge. Water shall be applied at the rate of 3 gallons per square foot. Should excess moisture prevail, the Engineer may delete any or all of the additional watering cycles. In severe weather, the Engineer may require additional watering. The Contractor shall notify the Engineer with any concerns regarding overwatering, drainage, or lack of sufficient watering of plants.

A spray nozzle that does not damage small plants must be used when watering perennial plants. Water shall be applied at the base of the plant to keep as much water as possible off plant leaves. Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing water to flow beyond the periphery of the bed. The plants to be watered and the method of application will be approved by the Engineer. Force of dispersal shall not disrupt the soil, mulch, or plant stability. The Contractor will not be relieved in any way from the responsibility for unsatisfactory plants due to the amount of watering.

Add the following Article 254.09 Period of Establishment:

During the period of establishment, weeds and grass growth shall be removed from within the mulched perennial beds. This weeding shall be performed a minimum of once per week or within 48 hours following notification by the Engineer during the 30 day period of establishment. The Contractor will not be relieved in any way from the responsibility for unsatisfactory plants due to the extent of weeding.

The weeding may be hand pulled or performed in any manner approved by the Engineer in writing provided the weed and grass growth, including their roots and stems, are removed from the area specified. Mulch disturbed by the weeding operation shall be replaced to its original condition. All debris that results from this operation must be removed from the right-of-way and disposed of at the end of each day in accordance with Article 202.03.

Add the following to Article 254.09 Method of Measurement:

- a) Disposal of sod and debris (rock, stones, gravel, concrete, bottles, plastic bags, etc.) removed from the perennial planting bed as specified in Article 202.03.
- b) Compost will be measured for payment as specified in Compost Furnish and Place, 1”.

Add the following to Article 254.10 Basis of Payment:

- a) Compost will be paid for as specified in Compost Furnish and Place, 1”.
- b) Pre-emergent Herbicide will be paid for as specified in Weed Control, Pre-emergent Herbicide.
- c) Payment for Shredded Mulch shall be included in contract unit price of the perennial plant pay item.
- d) The unit price shall include the cost of all materials, equipment, labor, plant care, removal, disposal and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

WOODY PLANT CARE

Description: This work shall consist of weeding, replenishing mulch, debris removal and disposal, insect control, pruning, edging, removal of tree stakes and wires from replacement trees, and other plant care work items for each work cycle as described herein and as directed by the Engineer. The work required for each work cycle shall be scheduled to be complete and acceptable at the time of inspection.

Inspection Date: Woody plant care will be inspected on the date specified in the CALENDAR OF CONSTRUCTION AND ESTABLISHMENT WORK in the plans. The work required for each work cycle must be 100 percent complete on the inspection date. Partial inspections will not be made.

Work Cycle Requirements:

- Tree beds and shrub beds and tree saucers must be 100 percent weed-free and clear of debris to be acceptable. Control weeds in planting beds by pulling entire plant and roots.
- Straighten and guy any trees that have shifted over the winter.
- Dead branches, sucker growth and broken or objectionable branches on trees and shrubs must be pruned prior to bud break or when dormant.
- Do not prune shrubs into manicured shapes (cubes or globes).
- Dead plants must be removed and properly disposed of.
- Wood mulch must be replenished to maintain a 3 inch depth around woody plants. See details.
- Plants must be sprayed to eliminate any insect infestation.
- Plantings that have been growing for one season must have all stakes, wires, tree wrap, and tags/labels removed.
- Beds and tree saucers must have a neatly spaded edge between the mulched bed or saucer and the turf.
- Mulch must be raked out of turf surrounding the mulched bed or saucer.
- Remove any debris caught in trees or shrubs without damaging plant.
- All debris which results from this operation must be removed from the right-of-way at the end of each day.

Method of Measurement: This work will be measured for payment as each tree (shade, intermediate, or evergreen) and each shrub cared for to the satisfaction of the Engineer on the inspection date specified in the plans. Measurement for payment of this work will be performed on the inspection date specified in the plans. If the inspection discloses any work as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with such instructions and correct the unsatisfactory work on the inspection date. Work that is not acceptable on the inspection date will not be measured for payment. Individual shrubs/trees within a shrub bed will not be measured for payment if any portion of the shrub/trees bed has not been cared for to the satisfaction of the Engineer. Each tree care and shrub care work cycle specified in the CALENDAR OF CONSTRUCTION AND ESTABLISHMENT WORK in the plans will be measured separately for payment.

Basis of Payment: This work will be paid for at the contract unit price each for TREE CARE and SHRUB CARE which price shall include all materials, equipment, and labor necessary to complete the work specified.

PERENNIAL PLANT CARE

Description: This work shall consist of weeding, replenishing mulch, trimming and other perennial plant care work items for each work cycle as described herein and as directed by the Engineer. The work required for each work cycle shall be scheduled to be complete and acceptable at the time of inspection.

Inspection Date: Perennial plant care will be inspected on the date specified in the CALENDAR OF LANDSCAPE CONSTRUCTION AND ESTABLISHMENT WORK in the plans. Perennial Plant Care shall be performed every 30 days and will only begin after the successful completion of all period of establishment requirements. The work required for each work cycle must be 100 percent complete on the inspection date. Inspections of partially completed areas will not be performed. Perennial plant care will be inspected on a schedule as directed by the Engineer.

Work Cycle Requirements:

- Perennial plant beds must be 100 percent weed-free and clear of litter and debris to be acceptable. Control weeds in landscaped areas by pulling the entire plant and roots. (The Contractor may apply a pre-emergent herbicide, approved by the Engineer, during Spring perennial plant care cycles). Disturbed areas shall be raked level and mulch adjusted.
- Dead flowers, stems, and leaves must be trimmed and removed.
- Trim dead tips of ground covers.
- Plants must be free of insect infestations and sprayed if necessary.
- Monitor mulch depths to maintain a three-inch (75 mm) depth around perennial plants (no more, no less). Rake mulch any away from perennial crowns.
- Finely shredded hardwood bark mulch must be replenished to maintain a (3") three-inch depth around perennial plants, if necessary. Hardwood mulch shall not exceed (2") two inches in its largest dimension, free of foreign matter, sticks, stones and clods. (Mulch must be approved by the Engineer prior to placement).
- Beds must have a neatly spaded edge between the mulched bed and the turf.
- Mulch must be raked out of turf surrounding the mulched bed.
- In the spring (April), cut back ornamental grasses to six (6) inches in height. Cut down any perennial left up over the winter to a height of six (6) inches or less and remove any dead leaves around the crowns of the plants. Rake beds free of accumulated debris, dead leaves, and other material, leaving mulch in place and being careful not to damage emerging bulb foliage and flowers. Rake back any mulch that covers plant crowns.
- Fall clean-up (October 15 – November 15; depending upon weather conditions and condition of plant material), cut back perennials leaving 3 to 4 inches height foliage as soon as foliage has died back or at discretion of the Engineer. Do not cut into plant crowns. Do not cut back any perennial with winter interest (ornamental grasses, Echinacea/Rudbeckia seed heads).

- Remove litter and other debris. All drain inlets must be kept clean and draining freely. All walls, pavement, curb and gutters, and concrete pads are to be left clean and swept free of all debris.
- All debris that results from this operation must be removed from the right-of-way and disposed of in accordance with Article 202.03 at the end of each day.

Method of Measurement: The work will be measured for payment of surface area cared for to the satisfaction of the Engineer on the inspection date specified in the plans. The area will be computed in square yards. Measurement for payment of this work will be performed on the inspection date specified in the plans or by Engineer.

If the inspection discloses any work as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with such instructions and correct the unsatisfactory work on the inspection date. Work that is not acceptable on the inspection date will not be measured for payment. Individual perennial plant areas within a perennial plant bed will not be measured for payment if any portion of the perennial plant bed has not been cared for to the satisfaction of the Engineer. Each perennial plant care work cycle specified in the plans will be measure separately for payment.

Basis of Payment: This work will be paid for at the contract unit price per square yards for PERENNIAL PLANT CARE, which price shall include all materials, equipment, labor, removal, disposal and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

GENERAL REQUIREMENTS FOR WEED CONTROL SPRAYING

Experience:

The Contractor shall have previous experience with the use of weed control chemicals. He/she shall have had at least one (1) season's experience in the use of their chemicals in spraying highway right-of-way or at least three (3) season's experience in their use in farm or custom spraying. The Contractor shall observe and comply with all sections of the Illinois Custom Spray Law, including licensing.

Equipment:

The equipment used shall consist of a vehicle-mounted tank, pump, spray bar and handgun, plus any other accessories needed to complete the specified work. Spraying shall be done through multiple low-pressure flooding or broad jet nozzles mounted on spray bars operated not more than 36" above the ground. If different sizes or types of nozzles are used to make up the spray pattern, the pressure, sizes and capacities shall be adjusted to provide a uniform rate of application for each segment of the spray pattern. Hand spray guns may be used for spraying areas around traffic control devices, lighting standard and similar inaccessible areas. Maximum speed of the spray vehicle during application of chemical shall be five (5) miles per hour.

Pumps used shall have a volume and pressure capacity range sufficient to deliver the mixture at a pressure to provide the required coverage and to keep the spray pattern full and steady without pulsation or excessive pressure as to cause fogging. Maximum pressure for application shall be 15 PSI. Quick acting shut-off valves and spring-loaded ball check valves shall be provided to stop the spray pattern with a minimum of nozzle drip. In areas where the spray vehicle must traverse the right-of-way, a four-wheel drive vehicle with flotation tires will be required to minimize damage to the ground surface.

Prior to beginning work, the Contractor shall obtain approval from the Engineer of the spraying equipment proposed for completing this work. The proposed equipment shall be in an operational condition and available for inspection by the Engineer at least two (2) weeks prior to the proposed starting time. If requested by the Engineer, the Contractor shall demonstrate the calibration of the equipment.

The equipment must provide consistently uniform coverage and keep the spray mixture sufficiently agitated or the work will be suspended until the equipment is repaired or replaced.

Spraying Areas:

This work includes roadsides and other types of right-of-way of various widths and gradients. Spray areas often extend more than thirty (30) feet from the edge of the roadway, requiring both spray bar and hand gun applications.

When the description of work requires weed control of a stated species, such as teasel, the chemical shall be applied only to locations where the stated species is present. When the description of work requires general weed control within a bed or area, such as broadleaf weed control in turf, then the chemical shall be applied to the entire bed or area.

Exclusion of Spraying Areas:

Areas where weed control spraying is inappropriate or detrimental to the environment, desirable planting, or private property shall be excluded from the spray area.

Spraying will not be permitted over any drainage swales or waterways, or other areas where the chemical label prohibits application. Spraying within 150 feet of a natural area or site where endangered or threatened species occur.

Responsibility for Prevention of Damage to Private Property:

The Contractor shall, at all times, exercise extreme caution to prevent damage to residential plantings, flower or vegetable gardens, vegetable crops, farm crops, orchard or desirable plants adjacent to the roadside.

The Contractor or Department receives a complaint, the Contractor shall contact a complaint within ten (10) days after receiving a claim for damages, either in person or by letter. The Contractor, or his authorized representative, shall make a personal contact with the complainant within twenty (20) days. The Engineer shall also be notified by the Contractor of all claims for damage he received and shall keep the Engineer informed as to the progress in arriving at a settlement for such claims.

Communication with the Engineer:

The Contractor is required to communicate with the Engineer to receive all required approvals in a timely way and to assure that the Engineer can accurately document the work performed.

It shall be the Contractor's responsibility to assure that all chemical containers are opened and added to the spray mixture in the presence of the Engineer.

The Contractor shall obtain approval from the Engineer to proceed with spraying at each location 24 hours prior to the proposed spray operations.

WEED CONTROL, BROADLEAF IN TURF

Description: This work shall consist of the application of a broadleaf herbicide (TRIPLET HI-D SELECTIVE HERBICIDE or equal) along highway roadsides for control of broadleaf weeds in turf areas.

Materials: The broadleaf herbicide (TRIPLET HI-D SELECTIVE HERBICIDE or equal) shall have the following formulation:

A.	Active Ingredients		
1.	Dimethylamine Salt of 2,4 Dichlorophenoxyacetic acid		41.08%
2.	Dimethylamine Salt of (+)-R-2-(2-Methyl-4- Chlorophenoxy) propionic Acid		6.95%
3.	Dimethylamine Salt of Dicamba (3,6-Dichloro-o-anisic Acid)		1.67 %
B.	Inert Ingredients		<u>50.30%</u>
		TOTAL	100.00%

The Contractor shall submit a certificate, including the following, prior to starting work:

1. The chemical names of the compound and the percentage by weight of the ingredients must match the above specified formulation.
2. A statement that the material is in a solution which will form a satisfactory emulsion for use when diluted with water for normal spraying conditions.
3. A statement that the TRIPLET HI-D SELECTIVE HERBICIDE or equal, when mixed with water, will be completely soluble and dispersible and remain in suspension with continuous agitation.
4. A statement describing the products proposed for use when the manufacturer of TRIPLET HI-D SELECTIVE HERBICIDE or equal requires that surfactants, drift control agents, or other additives be used with the product. These tank mix additives shall be used as specified by the manufacture. Required additives will not be paid for separately.

All material shall be brought to the spray area in the original, unopened containers supplied by the manufacturer.

Schedule: Spraying will not be allowed when temperatures exceed 90° F or under 45° F, when wind velocities exceed fifteen (15) miles per hour, when foliage is wet or rain is eminent, when visibility is poor or during legal holiday periods.

Application Rate: The TRIPLET HI-D SELECTIVE HERBICIDE or equal broadleaf herbicide shall be applied at the rate of two (2) quarts per acre.

Two (2) quarts of TRIPLET HI-D SELECTIVE HERBICIDE or equal formulation shall be diluted with a minimum of forty (40) gallons of water and applied as a mixture. Water for dilution of the mixture will not be paid for separately.

Method of Measurement: Weed Control, Broadleaf in Turf will be measured for payment in gallons of undiluted TRIPLET HI-D SELECTIVE HERBICIDE or equal applied as specified. The gallons for payment will be determined based on the gallons specified on the label attached to the original container supplied by the manufacturer.

Basis of Payment: Weed Control, Broadleaf in Turf will be paid for at the contract unit price per gallon for WEED CONTROL, BROADLEAF IN TURF. Water for dilution of the mixture and additives required for application will not be paid for as separate items, but the costs shall be considered as included in the contract unit price for Broadleaf Weed Control in Turf, and no additional compensation will be allowed.

MULCH PLACEMENT FOR EXISTING WOODY PLANTS

Description: This work shall be done in accordance with the applicable portion of Section 253.02 (c) and Section 1081.06 (b) of the Standard Specifications for Road and Bridge Construction. This work shall consist of furnishing, transporting, and spreading approved shredded hardwood bark mulch to the depth of 3" as shown in the plans or as directed by the Engineer.

Material: Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark meeting the following requirements:

- Material shall be free of sticks, leaves, stones, dirt clods, and other debris.
- Individual wood chips shall not exceed 2 inches (50 mm) in the largest dimension.
- All hardwood mulch shall be processed through a hammer mill.

A mulch sample and request for material inspection must be supplied to the Engineer for approval prior to performing any work 72 hours prior to application.

Method: The grade, depth, and condition of the area must be approved by the Engineer prior to placement.

The Contractor shall remove all weeds, litter and plant debris before mulching. Pre-emergent herbicide, if specified, shall be applied prior to the placement of shredded mulch. The Contractor shall prepare a neatly spaded edge between the landscaped bed and/or tree ring and the turf. The Contractor shall repair the grade by raking and adding topsoil as needed, before mulching.

The shredded mulch shall be placed according at the required depth as specified in the plans for existing trees. Care shall be taken not to bury leaves or stems under mulch material. Mulch shall not be in contact with the base of the trunk.

All finished mulch areas shall be left smooth and level to maintain uniform surface and appearance.

After the mulch placement, any debris or piles of material shall be immediately removed from the right of way, including raking excess mulch out of turf areas.

Method of Measurement: Mulch placement will be measured in place to the depth specified in square yards. Areas not meeting the depth specified shall not be measured for payment.

Basis of Payment: This work will be paid for at the contract unit price per square yard for MULCH PLACEMENT, of the thickness specified. Payment shall include all costs for materials, equipment and labor required to complete the work specified herein, including the cost of removing and disposing of any debris. Any mulch placement included as part of the work in other work items will not be measured separately for payment. Pre-emergent herbicide, if required, shall be paid for separately.

MOWING CYCLE

Description: This work shall consist of a complete cycle of mowing sodded grass areas to a height of 3 inches as shown in the plans (approximately .50 an acre).

Schedule: See CALENDAR OF LANDSCAPE CONSTRUCTION AND ESTABLISHMENT WORK in the plans. Once every two weeks, typical.

Equipment: The Contractor shall keep all mowing equipment sharp and properly equipped for operation along an urban arterial route. The equipment used shall be capable of completely severing all growth at the cutting height and distributing it evenly over the mowed area. Special equipment may be required on steep slopes, in narrow areas, and for trimming around posts, poles, fences, trees, shrubs, seedlings, etc.

Method: The cut material shall not be windrowed or left in a lumpy or bunched condition. Additional mowing or trimming may be required to obtain the height specified or to disperse mowed material. Mow slopes at level elevation as much as possible.

Debris encountered during the mowing operations which hampers the operation or is visible from the pathways shall be removed and disposed of according to Article 202.03. All trimmings, windrowed material, and debris removal must be complete to the satisfaction of the Engineer. Damage to the turf, such as ruts or wheel tracks more than 2 inches (50 MM) in depth, or other plantings or highway appurtenances caused by the mowing or trimming operation shall be repaired at the Contractor's expense.

Method of Measurement: The satisfactory completion and acceptance of the Mowing Cycle will be the standard measurement for payment. Plan quantities are estimates only. Actual quantities will be measured in place. No payment will be authorized per Mowing Cycle until all mowed areas have been inspected and accepted by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per each for MOWING CYCLE. Any additional mowing and trimming required to obtain the height specified or to disperse mowed material will be considered as included in the cost of the initial mowing. Payment for mowing and trimming shall include the cost of all material, equipment, labor, removal, disposal and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

COMBINATION CURB AND GUTTER TYPE B V.12 (CDOT)

Description: Work under this item shall be performed according to Section 606 of the IDOT Standard Specifications for Road and Bridge Construction, and to the City of Chicago Department of Transportation Regulations for Openings, Construction and Repair in the Public Way. The work consists of constructing variable height Portland Cement Concrete (PCC) combination curb and gutter greater than 3" in height and less than 9" in height.

Materials: Materials shall meet the applicable requirements of Division 1000 of the Standard Specifications.

Construction Requirements: Meet applicable requirements of Section 606 of the Standard Specifications. Construct combination concrete curb and gutter type B V.12 (CDOT) at the locations, widths and thickness shown on the Plans.

Method of Measurement: COMBINATION CURB AND GUTTER TYPE B V.12 (CDOT) will be measured for payment in feet along the flow line of the gutter and along the face of the concrete curb, which measurement will include drainage castings incorporated in various curbs and gutters.

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER TYPE B V.12 (CDOT).

TEMPORARY CHAIN LINK FENCE

Description. This work shall consist of furnishing, installing, maintaining, relocating and removing temporary chain link fence and gates. Temporary chain link fence shall be used to provide access control around the Peoria Street Bridge during construction. The fence and gates are to be installed at locations as specified on the plans or as directed by the Engineer. Work under this item shall be performed according to Section 664 of the IDOT Standard Specifications for Road and Bridge Construction, except as herein modified.

General Requirements. The Temporary Chain Link Fence shall be at least 8 feet in height. The Temporary Chain Link Fence shall be self-standing without the need to disturb the surface ground by excavation when adjacent to areas where no proposed work is to take place. The stand shall be made of galvanized steel pipe or similar materials. The Temporary Chain Link Fence may be anchored into existing pavement or sidewalk where the sidewalk or pavement is shown to be removed. Each fence panel shall be made from welded wire panels or out of chain link fence materials. All the necessary bases, panel clamps and bolts shall be included and installed in accordance to the manufacturer specifications and to the satisfaction of the Engineer.

The Temporary Chain Link Fence shall utilize opaque fabric meshing affixed to the chain link fence face. The fabric meshing shall allow passage of air but shall contain dust and dirt. The mesh fabric shall be the full height of the fence and cover the entire length of the fence including any gated opening. The fabric meshing and fence shall not contain any advertisement. The color of the fabric shall be approved by the Engineer.

Gates shall be installed where stabilized construction entrances are proposed or at locations approved by the Engineer to provide Contractor access to the work area. The gates shall be locked at the end of each work day.

Method of Measurement. Temporary Chain Link Fence shall be measured for payment in feet, along the top of the fence from center to center of end posts, including the length occupied by gates.

Basis of Payment. Temporary Chain Link Fence will be paid for at the contract unit price per foot for TEMPORARY CHAIN LINK FENCE for which said price shall include all labor, materials, equipment, furnishing, installing, maintaining and incidentals necessary for placement, relocation and removal and disposal of the temporary chain link fence and gates.

IRRIGATION SYSTEM

Description. This work includes installation of the irrigation system as indicated on the drawings and as specified herein.

Contractor shall submit required shop drawings for approval by the Engineer prior to commencement of any work on this item that has changed from the original design.

This work shall include all labor, material, equipment, tools, transportation, permits, and services to construct the irrigation system as designed and per approved shop drawings, in accordance with sections 561, 562, 563, and 565 of the Standard Specification for Road and Bridge Construction and the Standard Construction Details, except as herein modified.

Sprinkler lines shown on the drawings are essentially diagrammatic. Spacing of the sprinkler heads or quick coupling valves are shown on the drawings and shall be exceeded only with the permission of the Engineer.

The irrigation system shall include a controlled valve distribution system. Contractor shall furnish and install equipment as common in the industry, associated piping and incidentals as shown and specified.

The system shall be designed such that water at no time run off or spray onto the pavement. Contractor is responsible for field adjustments and final spray head nozzles selections.

This work shall include monitoring and adjusting the completed system to assure healthy plant development.

Water Services.

The Water Service Components to be provided by others are shown on the plans. There is a 2" existing PVC line which crosses Harrison Street at the west end of the project site that will be re-used. Contractor is to verify existing water pressure at the main and notify the Engineer of the results in writing if it is less than 60 psi static pressure.

The locations of Water Service Components are shown on the plans schematically. The location the Water Service Components will need to be verified in the field.

Electrical Services.

The electric service will be provided by others. The system will re-use the wiring from the previous system. The controller is existing and will be re-used.

Codes and Standards.

Codes: All plumbing work shall be installed within applicable provisions of the Chicago building code.

All devices and their installation must be in accordance with the Illinois Plumbing Code 2014 and Chicago Plumbing Code 2004.

Standards: Items listed to conform to ASTM, ANSI, or manufactures recommendations, for installation.

Any permits for the installation or construction of the work included under this contract which are required by any of the legally constituted authorities having jurisdiction, shall be obtained and paid for by the Contractor, each at the proper time. He shall also arrange for and pay all costs concerning any inspections and examinations required by these authorities.

In all cases where inspection of the sprinkler system work is required and/or where portions of the work are specified to be performed under the direction and/inspection of the Engineer, the Contractor shall notify the Engineer at least 48 hours in advance of the time and such inspection and/or direction is required.

Any necessary re-excavation or alterations to the system needed because of failure of the Contractor to have the required inspections, in the opinion of the Engineer, shall be performed at the "Contractor's" own expense.

Submittals.

Any required shop drawings for design changes shall be prepared by the Contractor. Submit samples unless directed otherwise by the Engineer.

Material Sample List: Include valves, sprinklers, wire, wire connectors, pipe, fittings, valve boxes, swing joints and quick couplers to be used on the project prior to purchasing materials. Quantities of material need not be included.

Manufacturer's Data: Submit manufacturer's catalog cuts, specifications, and operating instructions for the equipment mentioned above and equipment shown on the materials list.

Project Record (As-Built) Drawings.

The Contractor is to provide the University of Illinois at Chicago (Owner) a scaled drawing of the completed field "As-Built" of the system.

All components of the system are to be drawn and referenced to a fixed location on the site.

Components of the system but not limited to, sprinkler heads, electric valves, isolation valves, all PVC piping, quick couplers, PVC pipe sizing, grounding, power wire routes and size and 24v wire routes or decoder routes from the controller to the electric valves including common runs.

All PVC piping shall be referenced in the trench for lengths of run, change in direction and distance and locations of all components referenced in feet from a known point.

Two final hard copies of the overall drawings with dimension and notes are to be provided to the Owner and one copy of the As-Built in AutoCAD 2013 digital format at the same scale drawing as provided to the Contractor. The Contractor is to provide individual controller sequencing sheets in a 24" x 36" size and 8 ½" x 11" format. Both submittals shall be laminated and placed as directed by the Owner's Representative.

Rules and Regulations.

Work and materials shall be in accordance with the latest edition of the National Electric Code, the Uniform Plumbing Code, and applicable laws and regulations of the governing authorities.

When the contract documents call for materials or construction of a better quality or larger size than required by the above-mentioned rules and regulations, provide the quality and size required by the contract documents.

Quality Assurance.

The Contractor shall maintain continuously a competent superintendent, satisfactory to the Engineer, with authority to act for him in all matters pertaining to the work. The Contractor shall coordinate his work with the other trades.

The Contractor shall confine his operations to the area to be improved and to the areas allotted him by the Owner's representative for material and equipment storage.

The Contractor shall have a minimum of 5 years experience installing irrigation systems of comparable size and complexity. The contractor shall also have suitable financial status to meet obligations for this project.

Delivery, Storage and Handling.

Deliver irrigation system components in manufacturer's original undamaged and unopened containers with labels intact and legible.

Deliver plastic piping in bundles, packaged to provide adequate protection of pipe ends either threaded or plain. Store and handle materials to prevent damage and deterioration.

Provide secure, locked storage for valves, sprinkler heads and similar components that cannot be immediately replaced, to prevent installation delays.

Materials.

Manufacturers and Minimum Requirements.

Use materials that are new and without flaws or defects of any type, and which are the best of their class and kind. All material overages at the completion of the installation are the property of the Contractor and are to be removed from the site.

Each major component of equipment shall have manufacturer's name, address, catalog and serial number permanently attached in a conspicuous place.

The same brand or manufacturer shall be used for each specific application of valves, fittings, controls, and other equipment as specified.

All materials shall be new and of the quality specified.

All equipment shall be listed, approved or rated by a nationally recognized testing and rating bureau of recognized manufacturer's association responsible for setting industry standards. All electrical equipment and apparatus shall be U.L. listed.

Acceptable irrigation manufacturers – Hunter, RainBird or approved equal, but must be approved as equal to that product shown on the plans and in the specifications prior to bidding.

It is the intent of this specification to establish a uniform equipment pallet for this and phases of the project. Substitutions will only be allowed if in the opinion of the Engineer it is deemed to be equal or an upgrade and offers the same features that were originally specified.

PVC or Polyethylene Piping & Fittings.

PVC Mainline Piping and Open Trench Sleeving: Use rigid, unplasticized polyvinyl chloride (PVC) 1120, 1220 National Sanitation Foundation (NSF) approved pipe, extruded from material meeting the requirements of Cell Classification 12454-A or 12454-B, ASTM Standard D1784, with an integral belled end. Use Class 200, SDR-21, conforming to the dimensions and tolerances established by ASTM Standard D2241 for all main lines and sleeving within the medians. Sleeving under concrete or roadways is to be galvanized steel. Sleeving under walks to be PVC sleeving shall be equal to twice that of the pipe being sleeved. Minimum wire sleeve shall be 2" or as indicated. Sleeve wire and pipe separately.

Use solvent weld pipe for mainline pipe with a nominal diameter 2 1/2" inches and less or where a pipe connection occurs in a sleeve. Use Schedule 40, Type 1, PVC solvent weld fittings conforming to ASTM Standard D2466 and D1784. Use primer approved by the pipe manufacturer. Solvent cement to conform to ASTM Standard D2564.

Provide pipe homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, wrinkles and dents.

Provide pipe continuously and permanently marked with manufacturer's name and trademark, size schedule and type of pipe working pressure at 73 degrees F. and (NSF) approval.

Pipe sizes referenced in the construction documents are minimum sizes, and may be increased at the option of the Contractor at no cost to the Department.

All pipes damaged or rejected because of defects shall be removed from the site at the time of said rejection.

Polyethylene Pipe-PE Lateral Lines: All polyethylene (PE) pipe shall be virgin, high impact, polyethylene pipe, having minimum 100 PSI working pressure rating. All polyethylene pipe shall be continuously and permanently marked with manufacturer's name, material, size, and schedule of type.

Pipe shall conform to U.S. Department of Commerce Commercial Standard CS207-60, at latest revision. Material shall conform to all requirements of Commercial Standard (CS256-63), at latest revision.

Polyethylene insert pipe fittings shall be constructed of Schedule 80 and shall conform to ASTM D2466. Polyethylene pipe shall be secured to fitting by means of two (2) stainless steel hose clamps for fittings of 1.5" and 2". Fittings 1" and smaller shall use one (1) stainless steel crimp clamp or approved methods.

Install piping per manufacturers' recommendations and thrust blocking requirements.

If conditions are appropriate and rock free for vibratory plowing, the contractor may plow lateral piping, but must get the Engineer's approval prior to installation.

Specialized Pipe and Fittings:

All above grade pipe shall be copper pipe: Use Type "M" rigid conforming to ASTM Standard B88. Use wrought copper or cast bronze fitting, soldered or threaded per the installation details. Use 95% tin and 5% antimony solder.

Galvanized steel pipe: Use Schedule 40 conforming to ASTM Standard A120. Use galvanized, threaded, standard weight malleable iron fittings.

S-80 PVC fittings may be used and may be threaded or solvent weld. S-80 TOE nipples with S-80 couplings for plastic to metal connections. S-80 nipples cut in half will not be allowed.

Low-Density Polyethylene Hose: Use pipe specifically intended for use as a flexible swing joint, such as Funny Pipe or Swing Joint. Color: Black.

Use spiral barb fittings supplied by the same manufacturer as the hose.

Assemblies calling for threaded pipe connections shall use PVC Schedule 80 nipples and PVC Schedule 40 threaded fittings.

Use only Teflon-type tape on plastic threads.

Irrigation Controller.

Re-use the existing controller and signal wiring that the previous system used. Make sure that the existing controller has two spare signal stations.

Electric Control Valves.

All valves shall be of globe or globe/angle configuration with a female pipe thread inlet and outlet connections. Diaphragm assembly shall be sonically welded to form a solid-piece component. The diaphragm shall be of rubber construction to retain flexibility and provide maximum sealing throughout its area.

Electric valves shall be 1" & 1.5" Hunter PGV Globe series electric valve series, RainBird PGA 1" & 1.5" or approved equal. The valve shall have a manual flow control with a hand-operated, rising-type flow control stem with control wheel/handle and an internal manual bleed assembly. Size per plan.

All parts shall be serviceable without removing valve from line. Valve may be installed at any angle without affecting valve operation.

22" solenoid lead wires shall be attached to a 24 VAC solenoid with waterproof molded coil capable of being removed by turning coil. Valve shall be held normally closed by internal water pressure with manual bleed screw.

The legend and flow arrow shall be applied at all valve locations. Valve numbering shall be located so as to be conspicuous and legible. The controller and valve numbering can be engraved in black on a yellow plastic tag. The tag size shall be standard size of 2.25" x 2.66".

The system will require the use of "Doublers" to be able to utilize the existing 24v wiring in place. The "Doubler" is to use one existing 24 v wire and split it into two signals using a jumper and open terminal in the controller. See plans for zones to be "Doubled".

Spray Heads

The spray head sprinklers shall be a 12" RainBird 1812 PRS-SAM Series, Hunter PRS30-CV, Hunter PRS40-CV or approved equal for spray heads in planting areas and 4" RainBird 1804 PRS-SAM Series, Hunter PRS40-CV or approved equal for spray heads in turf areas. Sprinkler shall be mounted flush with final finish grade.

Retraction shall be achieved by a heavy-duty stainless steel retraction spring. Sprinkler shall have a riser seal and a wiper. Sprinkler housing shall be of high impact molded plastic. Sprinkler shall have a large strainer so as to prevent nozzle clogging. Sprinkler shall be constructed such that it is serviceable from top in that drive assembly, screen, and all internal components are accessible throughout top of sprinkler without disturbing case installation. The sprinkler shall have a built-in pressure regulation device to regulate nozzle pressure regardless of the inlet pressure. The sprinkler shall have a drain check valve for up to 10 feet of elevation change.

Type and location of nozzles shall be Rain Bird MPR, HE Van, HUNTER Prospray, Hunter MP Rotator Nozzles or approved equal. Nozzles vary.

Quick Coupler Valves

Valves shall be 1" Hunter HQ-44RC, RainBird 44-RC series valves or approved equal. The quick coupling shall have a yellow vinyl cover. The matching Key shall be Hunter HK44 and HS-1 hose swivel or RainBird HK44 key and SH-1 hose swivel or approved equal. The quick coupler is to have stabilizer wings. If the valve does not have stabilizers originally installed, use attachable stabilizers manufactured by LEEMCO.

Quick coupler valves are to be mounted on a Spears swing joint with brass male threads and placed in a 10" round valve box. The valve box is to be filled with 3/8" clear pea gravel as detailed. Ensure proper height when backfilling.

Swing Joints

Swing Joints riser assemblies shall have a working pressure rating of 315 psi @73F. The swing joint shall have two O-rings at each swivel joint. The inlet and outlet sockets and threads conforming to ASTM standards D 2467 and D 2464, respectively. The body wall thickness of all components conforming to ASTM D 2464.

The swing joint riser assemblies will be molded of Rigid Poly (vinyl) Chloride (PVC) Type 1, Cell Classification 12454-B per ASTM Standard D 1784. It shall be manufactured in such a way, that both the male and female O-ring sealing areas be free from mold parting lines. The burst pressure tested per ASTM D2467 and the long term pressure tested at 1,000psi for 1,000 hours.

The swing joint shall have a three year warranty for the swing joint riser. The sprinkler swing joint shall have a minimum length 10" riser and quick coupler swing joints shall have a minimum length 12" riser for quick couplers and be by Spears, Dura or approved equal. The threads shall correlate to sprinklers, quick couplers and related components.

Solvent Weld Fittings.

Solvent weld PVC fittings shall be Schedule 40, ASTM D-2466 and ASTM D-1784. PVC Schedule-40 fittings shall be produced from PVC Type 1, Cell Classification 1245B. Fittings shall be manufactured by Spears or approved equal. All solvents and cements shall be that recommended by the manufacturer.

S-80 PVC fittings may be used and may be threaded or solvent weld. S-80 TOE Nipples with S-80 couplings for plastic to metal connections. (S-80 nipples cut in half will not be allowed)

Gate Valves.

Isolation valves 3" and smaller shall be ductile iron resilient seated globe valves. Valve body and restraint clamps shall be constructed of ductile iron per ASTM A-536, Grade65-42-12. Epoxy coating on all interior and exterior surfaces shall be fusion bonded epoxy, 10-12 mil thickness. Valve mechanism and hardware shall be made of 100% 304-series stainless steel. The valve stem shall be fine threaded stainless steel, O-ring sealed for ease of operation. Valve outlet shall be deep bell gasket and equipped with integrally cast joint restraint clamps to securely fasten pipe to the valve. Restraint shall have blunt cast serrations. Valve shall be made by LEEMCO or approved equal.

Control Wiring.

Use American Wire Gage #14 AWG standard direct burial wire. All signal wire shall include a solid copper conductor and polyethylene (PE) or PVC insulation. It shall be rated for 600 volts and manufactured by Paige, Barron or approved equal. All common wires shall be #14 AWG

Color: Wire color shall be continuous over its entire length. See drawing for color coding of control wire.

Splices: Use 3M DBY, 3M DBR with waterproof sealant. Wire connector to be of plastic construction.

Wire markers: pre-numbered or labeled with indelible non-fading ink, made of permanent, non-fading material.

All wiring to be installed following existing local and state codes.

Valve Boxes.

Valve boxes shall be manufactured by RainBird, Old Castle or approved equal and shall be rectangular, 12" /w 6" extension or 6" and 10" round and have "T" lid tops.

Valve box shall be of a size that provides adequate space for valve repairs. For decoder systems, one valve per 12" rectangular box, for 24v systems, a maximum of 2 electric valves per 12" rectangular valve box. A 10" round valve box may be used for isolation valves, quick couplers and wire drops only.

The valve box cover shall have the component markings engraved or heat stamped into the cover. Use the following symbols for corresponding components in the valve box.

GV – for Gate Valves
EV – for Electric Valves
WS – for Wire Splice
EW – for Extra Wire Drop
- Zone number

The final valve numbering shall also be branded into the tops with electric valves. Contractor may find an example of the branding tool at Brand New Industries Inc. Product # VB2x3.

The lids and boxes will be green when in turf and black when in plantings.

Detectible Tape

All mainlines and sleeves are to have a detectible metallic tracer tape placed 6" from the surface. The tape shall be 3" wide and indicate buried water below. Sleeves shall have tape brought just below the surface at the ends for ease of locating or terminated in valve boxes. Loop tape into and out of all valve boxes.

Other Components.

Tools and Extra Equipment: The Contractor is to provide to the Engineer, two (2) sets of tools to repair and work on all equipment specified in this irrigation section.

The Contractor is to provide the Owner with two (2) sprinkler heads of each type specified, (1) nozzle of each type and designation used, (1) electric valve of each size used.

The Contractor shall provide to the Owner, one (1) 4' wrench for the gate valve.

Provide one (1) key and hose swivel to the owner.

Other Materials: Provide imported fill material as required to complete this work at the Contractor's cost. Provide other materials or equipment shown on the drawings or installation details, which are part of the irrigation system, although such items may not have been referenced in these specifications.

Construction.

Inspection and Reviews.

Site Inspections: The bidder acknowledges that he has examined the site, plans and specifications, and the submission of a proposal shall be considered evidence that examination has been made.

Verify construction site conditions and note irregularities affecting work of this section. It shall be the contracting installer's responsibility to report to the Engineer any deviations between drawings, specifications and the site. Failure to do so before the installing of equipment and resulting in replacing and/or relocation of equipment shall be done at the Contractor's expense.

Examine final grades and installation conditions. Do not start irrigation system work until unsatisfactory conditions are corrected.

Beginning work of this section implies acceptance of existing conditions.

Utility Locations: The exact location of all existing utilities and structures and underground utilities are not indicated on the drawings; their locations shall be determined by the Contractor, and he shall conduct his work so as to prevent interruption of service or damage to them.

Arrange for and coordinate with local authorities the location of all underground utilities. Repair any underground utilities damaged during construction. Make repairs at no additional cost above the contract price.

The Contractor shall protect existing structures and utility services and be responsible for their replacement if damaged by him.

Excavation, Trenching and Backfilling.

Excavating shall be considered unclassified and shall include all materials encountered, except materials that cannot be excavated by normal mechanical means.

Excavate to permit the pipes to be laid at the intended elevations and to permit work space for installing connections and fittings.

Minimum cover (distance from top of pipe or control wire to finish grade):

12-inch over mainline pipe.

6-inch over control wire, follow local and state requirements if they dictate a deeper bury depth.

12-inch over lateral pipe to sprinklers with PE piping.

PVC mainlines or PVC, PE lateral pipes 2 1/2" and smaller may be pulled into the soil using a vibratory plow device specifically manufactured for pipe pulling, if in the opinion of the Landscape Architect that conditions are suitable. Minimum burial depths equals minimum cover listed above provided soil moisture content and other conditions are suitable to allow for full depth of the right to determine suitability or conditions.

Backfill only after lines have been reviewed and tested.

Excavated material is generally satisfactory for backfill. Backfill shall be free from rubbish, vegetable matter, and stones larger than 2 inches in maximum dimension. Remove material not suitable for backfill. Backfill placed next to pipe shall be free of sharp objects, which may damage the pipe.

Backfill unsleeved pipe by depositing the backfill material equally on both sides of the pipe in 6-inch layers and compacting each layer to 95% Standard Proctor Density, ASTM D698-78. Use of water for compaction, "puddling," will not be permitted.

Enclose pipe and wiring beneath roadways, walks, curbs, etc., in sleeves. Minimum compaction of backfill for sleeves shall be 95% Standard Proctor Density. ASTM D698-78. Use of water for compaction around sleeve, "puddling," will not be permitted.

Dress backfilled areas to original grade. Incorporate excess backfill into existing site grades.

Where utilities conflict with irrigation trenching and pipe work, contact the Engineer for trench depth adjustments.

Provide approved fine grained earth fill or sand to point 4" above the top of pipe where soil conditions are rocky or otherwise objectionable.

Excavate trenches and install piping and backfill during the same working day. Do not leave open trenches or partially-filled trenches open overnight.

The Contractor will be responsible for all finish and fine grading of trenches, disturbed areas around sprinklers heads, electric valves and any other excavated or disturbed areas by the Contractor. Contractor will also be responsible for all trench settling throughout the project during the one-year warranty period. If settling occurs, the contractor will repair and bring back to originally set grade.

When additional backfill material is needed to replace the unsuitable materials, it will be the Contractor's responsibility and expense to supply such material. It will also be the Contractor's responsibility to dispose of the unsuitable material.

Assembling pipe and Fittings.

General: Keep pipe free from dirt and pipe scale. Cut pipe ends square and debur. Clean pipe ends. Keep ends of assembled pipe capped. Removed caps only when necessary to continue assembly.

All mainline and continuously pressurized pipe is to be installed using open trenches. Lateral pipe may be installed by "Plowing" if soil conditions permit, and soils do not contain gravel, rock, construction debris, or other potential damaging material.

Trenches may be curved to change direction or avoid obstructions within the limits of the curvature of the pipe.

Mainline and Fittings: Use only strap-type friction wrenches for threaded plastic pipe.

PVC Solvent Weld Pipe: Use a primer and solvent cement. Join pipe in a manner recommended by the manufacturer and in accordance with accepted industry practices.

Cure for 30 minutes before handling and 24 hours before allowing water in pipe. Snake pipe from side to side within the trench.

Fittings: The uses of cross type fittings are not permitted.

Lateral Pipe and Fittings: Use only strap-type friction wrenches for threaded plastic pipe.

PVC Pipe: Join pipe in the manner recommended by manufacturer and in accordance with accepted industry practice. Snake pipe from side to side within the trench.

Installation of Sprinkler and Irrigation Components.

Remote Control Valve (RCV) Assembly: Flush mainline before installation of RCV assembly.

Install where indicated on the drawing. Wire connectors and waterproof sealant shall be used to connect control wires to remote control valve wire. Install connectors and sealant per the manufacturer's recommendations.

Install only one RCV to a valve box. Locate valve box at least 12 inches from and align with nearby walls and edges of paved areas. Group RCV assemblies together where practical. Arrange grouped valve boxes in rectangular patterns. Allow at least 12 inches between valve boxes.

Adjust RCV to regulate the downstream operating pressure. Attach ID tag with controller station number to control wiring.

Sprinkler Assembly: Flush lateral pipe before installing sprinkler assembly. Install per the installation details at locations shown on the drawings.

Locate rotor sprinklers 6 inches from adjacent walls, fences or edges of paved areas. Locate spray sprinklers 3 inches from adjacent walls, fences or edges of paved areas. Install sprinklers perpendicular to the finish grade.

Supply appropriate nozzle or adjust arc of coverage of each sprinkler for best performance. Adjust the radius of throw of each sprinkler for best performance.

Installation of Control System Components.

Irrigation Controller Unit: The location of the controller unit as depicted on the drawings is approximate the Engineer will determine the exact site location during sprinkler layout review.

Attach wire markers to the ends of control wires inside the controller unit housing. Label wires with the identification numbers (see drawings) of the remote control valve to which the control wire is connected. Connect control wires to the corresponding controller terminal.

Control Wire: For 24 v systems, bundle control wires where two or more are in the same trench. Bundle with pipe wrapping tape at 15-foot intervals.

Control wiring may be chiseled into the soil using a vibratory plow device specifically manufactured for pipe pulling and wire installation. Appropriate chisel must be used so that wire is fed into a chute on the chisel, and wire is not subject to pulling tension. Minimum burial depth must equal minimum cover previously listed.

Provide a 24-inch excess length of wire in an 8-inch diameter loop at each 90-degree change of direction, at both ends of sleeves and at 100-foot intervals along continuous runs of wiring. Do not tie wiring loop.

Coil 24-inch length of wire within each remote control valve box.

For 24 v systems, install common ground wire and one control wire for each remote control valve. Multiple valves on a single control wire are not permitted.

If a control wire must be spliced, make splice with wire connectors and waterproof sealant, installed per the manufacturer's instructions. Locate splice in a valve box that contains an irrigation valve assembly, or in a separate 10-inch round valve box.

Use same procedure for connection to valves as for in-line splices.

Protect wire not installed with PVC mainline pipe with a continuous run of warning tape placed in the backfill six inches above the wiring.

Installation of Other Components.

Tools and Spare Parts: Prior to the review at completion of construction, supply to the owner operating keys, servicing tools, spare parts, test equipment and any other items indicated in general notes on the drawings.

Other Materials: Install other materials or equipment shown on the drawings or installation details which are part of the irrigation system, even though such items may not have been referenced in these specifications.

Balancing and Adjusting.

The Contractor will be responsible for the balancing and adjustments of the various components of the system so the overall operation of the system is the most efficient. Including, but not limited to, the synchronization of the controllers, valves and sprinkler adjustments. Coordinate controller setup with the Engineer.

Requirements for Substantial Completion.

Cleaning Equipment and Premises: Thoroughly clean all parts of the piping, valves and equipment. Remove all construction debris, excess materials and equipment.

Operating and Maintenance Manuals: Contractor shall furnish to Owner, two operating manuals for furnished equipment. Information sheets shall be bound in standard three-ring binders labeled to show Contractor's name, address, regular business phone number, emergency phone number and date. Operating manuals shall be submitted prior to completion of work to allow time for review. Manual shall contain following information:

List (keyed with identification numbers used) each item of equipment which requires service, giving the name of the item, model number, manufacturer's name and address, and providing the name, address and phone number of the nearest representative of authorized service organization.

Cut sheets to be included for the following, but not limited to: electric valves, isolation valves, swing joints, valve boxes, controllers and sprinkler heads.

A copy of the shop drawing if changes in the design are required.

A complete operating and maintenance manual, parts list, wiring diagrams, lubrication requirements, and service instructions for each major item.

Complete control diagrams with description of all operation sequences and control devices.

Properly executed registrations and registered manufacturer's warranties.

After completion of work and when Owner has had sufficient time to examine operating manuals and become somewhat familiar with operation of equipment, a meeting will be arranged by the Contractor with the Owner for purpose of instructing Owner in proper maintenance of system and to answer questions he/she may have regarding its operation. Prior to this meeting, contractor shall have programmed a base program for all stations and run times.

It will be the responsibility of the Irrigation Contractor to provide a reliable communication system (i.e.: Two way radios or remote radio control activation system) for Substantial Completion, final acceptance and all periodic site visits. Once the controllers are operational, the contractor will be required to have a tablet device on site to operate the system. This tablet is to be accessible to the designer for any walk troughs that are scheduled.

If a site visit to verify Substantial Completion and final acceptance has been scheduled and the Architect or Irrigation Consultant arrives at the site and determines that the irrigation system is not substantially complete or ready for final acceptance (all system components in place, operational and checked) the Contractor shall be responsible for all costs incurred by the Architect or Irrigation Consultant to visit the site. Reimbursable expenses include but are not limited to the following: Mileage, airfare, consultants' time, parking fee, meals, rental car, etc. All incurred expenses will be deducted from the final contract amount.

Acceptance

Instruct the Owner's designated personnel in the operation of the system, including adjustment of sprinklers, controller(s), valves, pump controls and moisture sensing controls, etc. Once contractor has trained the owner's representative, the system is fully operational and has completed the punch list, the project will be accepted. A written acceptance and date will be provided, which will begin the warranty and maintenance periods.

Hydrostatic Testing.

Notify the Engineer three days in advance of testing.

Pipelines jointed with rubber gaskets or threaded connections may be subjected to a pressure test at any time after partial completion of backfill. Pipelines jointed with solvent-welded PVC joints shall be allowed to cure at least 24 hours before testing.

Subsections of mainline pipe may be tested independently, subject to the review of the engineer/landscape architect/owner's representative.

Furnish clean, clear water, pumps, labor, fittings, and equipment necessary to conduct test or retests.

Cap riser of mainline components for volumetric pressure tests. Backfill to prevent pipe from moving under pressure. Expose coupling and fitting. Purge all air from the pipeline before test.

Subject mainline pipe to the anticipated operating pressure for two hours. Maintain constant pressure. Test complete system under full line pressure. Pressure must be maintained with less than 2lbs loss in the system for 4 hours. If the system does not hold pressure, repair leaks and retest system until the system maintains pressure.

All necessary testing equipment shall be furnished by the Contractor. Cement or caulking to seal leaks is prohibited.

Activate each remote control valve in sequence from controller. Replace defective remote control valve, solenoid, wiring, or appurtenance to correct operational deficiencies.

Replace, adjust, or move water emission devices to correct operational or coverage deficiencies.

Repeat test(s) until each lateral passes all tests. Repeat tests, replace components, and correct deficiencies at no additional cost to the owner.

Guarantee / warranty and Replacement.

It shall be the Contractor's responsibility to ensure and guarantee satisfactory operation of the entire system and the workmanship and restoration of the area. The entire system shall be guaranteed to be complete and perfect in every detail for a period of one year from the date of its acceptance and he hereby agrees to repair or replace any such defects occurring within that year, free of expense to the Owner.

Minor maintenance and adjustment shall be by the Owner.

Make repairs within seven (7) days of notification from the Owner's Representative or owner.

Contract documents govern replacements identically as with new work. Make replacements at no additional cost to the contract price.

Guarantee/warranty applies to originally installed materials, equipment, and replacements made during the guarantee/warranty period.

Demonstration, Winterization and Spring Start-up.

Coordinate the winterization and start-up with the Owner's landscape maintenance personnel.

Contractor shall winterize the system the first year as part of this contract, and will provide written instructions to the Owner for future service and maintenance.

Return to the site during the subsequent spring season and demonstrate to the Owner the proper procedures for the system start-up, operation and proper maintenance. Repair any damage caused in improper winterization at no additional cost to the owner.

After completion, testing and acceptance of the system, the Contractor will instruct the Owner's personnel in the operation and maintenance of the system.

Measurement. The contract unit price for irrigation system shall be measured per complete system installed and tested.

Basis of Payment. This work shall be paid for at the contract unit price per lump sum for IRRIGATION SYSTEM including all labor, material, equipment, and services necessary for providing the landscape irrigation systems in a serviceable, fully operational manner, including, but not limited to, excavation, backfilling, sprinkler heads, solenoid control valves, isolation valves, valve boxes, automatic controls, system testing, owner personnel training, piping, equipment identification, plumbing permits, inspection fees, valve tags, charts, supports, sleeves, fittings, valves, and accessories.

MUSHROOM COMPOST FURNISH AND PLACE

This work shall consist of furnishing, excavation, and placing compost as specified in Section 211 of the Standard Specifications with the following revisions:

Delete the first sentence of Article 211.01 Description and substitute the following:

This work shall consist of furnishing, transporting and placing mushroom compost to the depth specified in areas as shown in the plans or as directed by the Engineer.

Delete the first sentence of the first paragraph of Article 211.04 Placing Topsoil and Compost and substitute the following:

Mushroom compost shall not be placed until the area to be covered has been shaped, trimmed and finished according to Section 212.

Delete the second sentence of the second paragraph of Article 211.04 Placing Topsoil and Compost and substitute the following:

After verification of proper depth, the Contractor shall completely incorporate the placed material into the existing surface to a minimum depth of 6 inches below finished grade by tilling.

Delete the first sentence of the second paragraph of Article 211.04 Placing Topsoil and Compost and substitute the following:

The Engineer will verify that that the proper mushroom compost depth has been applied.

Add the following to Article 211.06 Clearing Area and Disposal of Surplus Material:

Prior to placing mushroom compost blend, the contractor shall remove all litter (including plastic bags, bottles, rocks, etc.) and plant debris.

Add the following to Article 211.08 Basis of Payment:

Payment shall include all costs for materials, equipment and labor required to complete the work specified herein, including the cost of removing and disposing of any debris.

PLANTING SOIL MIX FURNISH AND PLACE

Work under this item shall be performed in accordance with Section 200 of the Standard Specifications for Road and Bridge Construction except as modified herein.

Description: This work shall consist of furnishing, transporting, testing, preparing, and placing planting soil including finish grading to the depth specified in areas as shown in the plans or as directed by the Engineer.

General Requirements: In general the planting soil shall be two (2) parts pulverized top soil and one (1) part coarse sand. The sand, in the amount required to produce an acceptable planting soil, shall be added and mixed during the pulverization process only. The sand shall be of an FA 2 gradation.

Soil Stockpiling: The Contractor shall obtain the total quantity of planting soil required for this project and stockpile this material at an acceptable offsite location a minimum of 30 days in advance of placement. The stockpile must be covered to avoid excessive moisture content and erosion. The Contractor shall have the material tested following the guidelines presented below under Soil Testing and, if approved, this stockpile shall be the sole source for planting soil to be delivered to site. The test results and a Request for Inspection form should be sent to the Engineer prior to delivering the material to site. This transmittal must also identify the location of the stockpile. If there are any changes in the source the Contractor shall notify the Engineer immediately. No additional time will be allowed for the completion of this project in order to substitute, test, and approve a new source of planting soil.

Delivery, Storage and Handling: Protect soil from absorbing excess water and from erosion at all times. Do not store materials unprotected from large rainfall events. Do not allow excess water to enter site prior. Remove weeds prior to inspection.

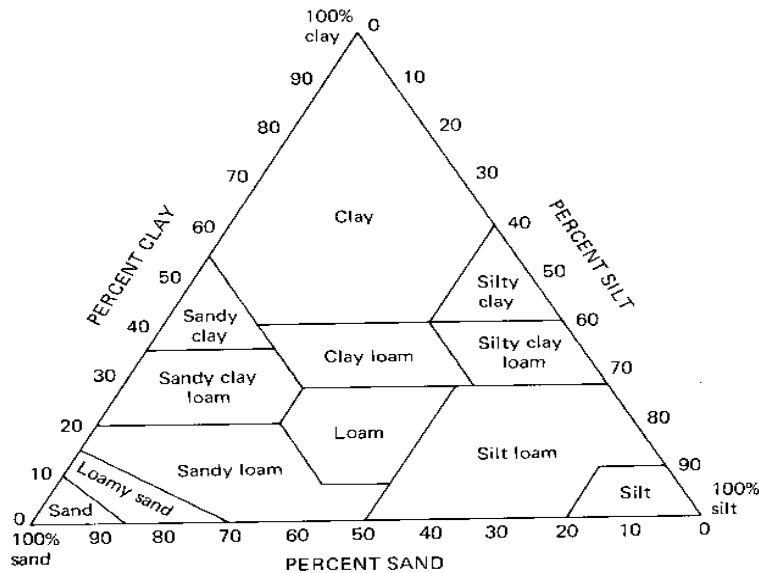
Soil Testing: No planting soil shall be delivered to the site until the Engineer has reviewed test results and has accepted the planting soil. The Contractor shall employ a soil testing agency acceptable to the Engineer, which uses test methods approved by the Association of Agricultural Chemists. Test frequency shall be as follows:

<u>Quantity of Soil Placed (c.y.)</u>	<u>Number of Tests</u>
1 - 200	1
200 – 1000	3
1000 <	((Quantity – 1000) / 500) + 3 round up to whole number

When more than one test is performed, the average of the test results will be used to determine acceptance.

The planting soil test report must obtain the following information:

	HIGH	LOW
1. Chemical Analysis:		
a. pH	7.0	6.5
2. Mechanical Analysis		
a. % clay	25%	0%
b. % silt	77%	45%
c. % sand	33%	25%
3. Additionally the following variables are required.		
d. cation exchange capacity (CEC)		
e. soluble salts		
f. organic matter		
g. phosphorous		
h. available potassium		
i. nutrients		
j. residual chemicals		
k. Recommendations to mitigate any issues from the results in items 3a through 3g.		



The mechanical analysis should show that the % sand, % silt, and the % clay must yield a silt loam soil. See the attached Textural Classes diagram above. To determine the class plot a line parallel to the % clay axis starting the line at the value of the % silt. Plot another line parallel to the % sand axis starting the line at the value of the % clay. The intersection of these lines should be in the silt loam or loam region, for the soil to be approved.

Preparation and Placement:

1. Perform or coordinate final adjustments of any utility structure.
2. Clean planting areas of all trash and debris before placement of soil mix. Remove and legally dispose of debris off site in accordance with Article 202.03. Repair to the satisfaction of the Engineer any portion of the geotechnical fabric or drainage layers prior to installation of planting soil mix.
3. Place, spread and rough grade specified planting soil to depths specified in all areas to be planted. Place planting soil mix in two level (2) lifts. The first lift shall contain 2/3 of the planter soil depth. After placing each lift, moisten the surface at a rate sufficient to hydraulically settle the soil, as determined by the Engineer. Allow water to thoroughly percolate through the soil before placing the next lift. Allow for settling, and place additional planting soil as necessary. Allow for placement and mixing of compost, as determined by the Engineer, but place enough soil mix to meet finish grades within +/- 0.10 foot of design grades.
4. Rake smooth and finish grade all planted areas. The removal of excess material or the addition of planting soil may be required prior to landscaping. This shall be considered incidental to planting soil. Grading will be to a tolerance +/- .10 foot of design grades. Any grade disturbed by irrigation installation shall be restored to finish grade and raked smooth.

5. All debris, litter, tire tracks, dirt, and unintended materials shall be removed, swept or washed off of all landscape, hard surfaces, and pavement on a daily basis.

Planting Soil Acceptance:

The Engineer retains the right to visually inspect planting soil mix on site before placement. The Engineer may ask that material suspected of not meeting specification be removed from the site, until the material can be mechanically tested.

The final determination of the planter soil quality shall be based upon soil tests taken by the Engineer. The samples shall be taken at the time of planting soil installation. The samples will be tested by independent accredited agencies, for the Engineer. The test frequency shall be the same as listed above. When more than one test is required, the percentages of sand, silt and clay will be averaged. This averaged value will be used to determine the soil quality.

If the averaged test result for sand or silt content is outside the range specified by less than five (5%) percent, an adjusted unit price will be used in computing payment for the planting soil. The adjusted unit price will be a percentage of the contract unit price as given in the following schedule:

<u>Average Sand or Silt Deficiency</u>	<u>Percent of Contract Payment</u>
0 to 2	80
2.1 to 4	66
4.1 to 5	50

Clay content in excess of this specification by two (2%) percent or less: If the averaged result for clay is outside the range specified by less than two (2%) percent an adjusted unit price will be used in computing payment for the planting soil. The adjusted unit price will be sixty-six (66%) percent of the contract unit price.

The Contractor shall remove all planting soil and install material meeting this specification. The Contractor shall be responsible for all costs incurred to remove deficient material and install acceptable planting soil. The Contractor shall be responsible for any damage to plant material, irrigation system, waterproof membrane, or any other damage caused by this work. The Contractor shall be responsible for all additional traffic control. No addition time will be provided in the contract to perform remedial work.

Method of Measurement: Planting Soil Mix Furnish and Place will be measured for payment in place to the depth specified in square yards. Areas not meeting the depth specified shall not be measured for payment.

Basis of Payment: This work will be paid for at the contract unit price per square yard for PLANTING SOIL MIX FURNISH AND PLACE, of the thickness specified. Payment shall include all testing, furnishing, stockpiling, transporting of materials, all labor and equipment necessary, disposal and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer. Furnishing and Placing Compost shall be paid for separately.

PRECAST WALL TYPE A, B & C

Description. This work shall consist of furnishing and installing precast walls as shown on the plans, complete in place at the location as designated on the plans, per pertinent sections of Section 504 and 1042 of IDOT Standard Specifications for Road and Bridge Construction, or as directed by the Engineer. It shall include furnishing all necessary materials including precast concrete, reinforcing bar, jointing, installation, and such necessary or incidental there-to, to complete the item in accordance with the plans, specifications and contract. Foundations are covered under a separate bid item.

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

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

4. Submit product data, shop drawings and samples
 - a. Product Data: Manufacturer's specifications and technical data edited specifically for proposed system, including the following specific information:
 - i. Detailed specification of construction fabrication.
 - ii. Manufacturer's specific installation instructions for this system.
 - iii. Maintenance and care instructions
 - iv. Specific product warranty.
 - b. Shop Drawings: The precast concrete producer shall furnish shop drawings for the precast concrete units for approval by the Department.
 These drawings shall show complete design, installation, and construction information in such detail as to enable the Department to determine the adequacy of the proposed units for the intended purpose. Details of steel reinforcement size and placement as well as supporting design calculations, if appropriate, shall be included. The drawings shall include a schedule, which will list the size and type of precast concrete units at each location where they are to be used. The precast concrete units shall be produced in accordance with the approved drawings. The shop drawings shall also indicate component connections, jointing material, anchoring methods, hardware and installation procedures.
 - c. Samples of proposed materials indicating surface finish. The sample finishes shall be approved prior to the start of production.
5. Concrete: Concrete shall be a uniform mix of quality materials listed in Article 2.4. Mix proportions shall be determined by following the standards in ACI 318 Chapter 5. Recommendations for selecting proportions for concrete are given in detail in Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete (ACI 211.1). Recommendations for lightweight concrete are given in Standard Practice for Selecting Proportions for Structural Lightweight Concrete (ACI 211.2).
 - a. Water-Cement Ratio: Concrete that will be exposed to freezing and thawing shall contain entrained air and shall have water-cement ratios of 0.45 or less. Concrete which will not be exposed to freezing, but which is required to be watertight, shall have a water-cement ratio of 0.48 or less if the concrete is exposed to fresh water, or 0.45 or less if exposed to brackish water or sea water. For corrosion protection, reinforced concrete exposed to deicer salts, brackish water or seawater shall have a water-cement ratio of 0.40 or less
 - b. Air Content: The air content of concrete that will be exposed to freezing conditions shall be within the limits given below

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

- c. Compressive Strength: All concrete shall develop a minimum compressive strength of 4,500 psi in 28 days unless other strengths are designated on the drawings
6. Portland Cement: ASTM C150, Type I, II, III or V.
7. Aggregates: ASTM C33 or C330.
8. Water: Potable or free of deleterious substances in amounts harmful to concrete or embedded metals.
9. Admixtures:
 - a. Air-entraining: ASTM C260
 - b. Water reducing, retarding, accelerating, high range water reducing: ASTM C494
 - c. Pozzolans, fly ash and other mineral admixtures: ASTM C618
 - d. Ground granulated blast furnace slag: ASTM C989
 - e. Pigments: Non-fading and lime-resistant
10. Warranty: Manufacturer shall submit a written warranty for pre-cast concrete products for a period of two years upon final acceptance of it.
11. Design Criteria- current Chicago Building Code, ACI 304 and 318, CRSI Manual of Standard Practice, and Applicable ASTM Standard(s)
12. Formed non-architectural surfaces: Surfaces cast against approved forms using industry practice in cleaning forms, designing concrete mixes, placing and curing concrete. Normal color variations, form joint marks, small surface holes caused by air bubbles, and minor chips and spalls will be tolerated but no major imperfections, honeycombs or other defects will be permitted
13. Unformed surfaces: Surfaces finished with a vibrating screed, or by hand with a float. Normal color variations, minor indentations, minor chips and spalls will be tolerated but no major imperfections, honeycombs, or other defects shall be permitted.

Fabrication. Fabricate units in accordance with current IDOT Standard Specifications for Road and Bridge Construction, ACI 318. 3-D cadd file will be provided to assist the fabrication of Precast Wall Type C.

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

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

5. Curing: Surfaces that will be exposed to weather during service shall be cured as below a minimum of 3 days. Forms shall be considered effective in preventing evaporation from the contact surfaces. If air temperature is below 50°F the curing period shall be extended
 - a. Curing by Moisture Retention: Moisture shall be prevented from evaporating from exposed surfaces until adequate strength for stripping is reached by one of the following methods:
 - i. Cover with polyethylene sheets a minimum of 6 mils thick.
 - ii. Cover with burlap or other absorptive material and keep continually moist.
 - iii. Use of a membrane-curing compound applied at a rate not to exceed 200 sq. ft. per gallon, or per manufacturers' recommendations
 - b. Curing with Heat and Moisture: Concrete shall not be subjected to steam or hot air until after the concrete has attained its initial set. Steam, if used, shall be applied within a suitable enclosure, which permits free circulation of the steam. If hot air is used for curing, precautions shall be taken to prevent moisture loss from the concrete. The temperature of the concrete shall not be permitted to exceed 160°F. These requirements do not apply to products cured with steam under pressure in an autoclave.
6. Stripping Products from Forms: Products shall not be removed from the forms until the concrete reaches the compressive strength for stripping required by the design. If no such requirement exists, products may be removed from the forms after the final set of concrete provided that stripping damage is minimal.
7. Surface Finish: Rubbed Finish shall be applied to the front face, back face and top face of Precast Wall Type A and B; front face and top face of Precast Wall Type C according to Article 503.15 (b) of IDOT Standard Specifications for Road and Bridge Construction.
8. Sealing: Products shall be sealed per manufacturer's recommendations for concrete products exposed to plantings, water, air pollution, and temperature ranges for the location and intended use.
9. Shipping Products: Products shall not be shipped until they are at least 5 days old, unless it can be shown that the concrete strength has reached at least 75% of the specified 28-day strength, or that damage will not be caused which will impair the performance of the product.
10. Delivery, Storage and Handling: Products shall be stored, handled shipped and unloaded in a manner to minimize damage. Lifting holes or inserts shall be consistent with industry standards. Lifting shall be accomplished with methods or devices intended for this purpose. The Engineer shall make final inspection and acceptance of the pre-cast concrete products upon arrival at the jobsite.

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

Method of Measurement. This Work will be measured for payment, completed in place, per linear foot along face of the wall at the base.

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

Basis of Payment. This Work will be paid for at the Contract unit price per linear foot for PRECAST WALL TYPE A, PRECAST WALL TYPE B and PRECAST WALL TYPE C. Payment is full compensation for furnishing and placing all materials, joint material, and for all labor, tools, equipment and incidentals necessary to complete this item of work.

The cost of rubbed finish is included with PRECAST WALL TYPE A, PRECAST WALL TYPE B and PRECAST WALL TYPE C.

WAYFINDING SIGN, SPECIAL

Description. This work shall consist of the complete design, submittal of Shop and Working Drawings, furnishing all materials, testing, warranties, labor, and equipment necessary to construct a wayfinding sign structure at the location shown in the Plans, in accordance with the Special Provisions, the Standard Specifications, and the Contractor's accepted Shop and Working Drawings. The wayfinding sign structure supports shall not be anchored or mounted in any way to the bridge deck and shall be free standing at the location shown in the Plans, as described in this Special Provision, and as accepted by the Engineer.

Definitions.

System Supplier: The manufacturer or supplier responsible for the design of the structural elements of the wayfinding sign structure capable of meeting the requirements of the Work.

Wayfinding sign structure: A structure designed to support all video, electrical, HVAC, and other integral components which together are capable of displaying real-time video and data feeds as controlled by the University of Illinois at Chicago. The structure shall consist of the structural frame to accommodate the components but shall not include any of the components. The components will be procured and installed at a later date outside the scope of this contract.

Service Life: The limit of time in which the wayfinding sign structure satisfactorily provides its intended function. Over this time the wayfinding sign structure shall:

- Provide the required support for the video screens, electrical components, HVAC equipment, etc.
- Meet the original specified material requirements
- Meet all structural and safety requirements
- Meet construction requirements

Coordination with Others

The final owner and operator of the way finding sign structure is the University of Illinois at Chicago (UIC). The Contractor shall note that coordination with UIC is expected and shall anticipate several iterations of coordination and review by the University. All coordination is to be considered included in the cost of the way finding sign structure.

General Requirements:

1. The Contractor shall submit a complete description detailing the proposed type of wayfinding sign structure to the Department. New construction methods will be allowed for consideration should they meet the specified requirements of this special provision. This submittal shall include name(s) of the Design Consulting firm and/or the name(s) of wayfinding sign structure supplier(s) that will perform the design together with their qualifications.
2. This work shall consist of the complete design, submittal of Shop and Working Drawings, furnishing all materials, and erecting the wayfinding sign structure at the location shown in the Plans and in accordance with the requirements of the Plans, this Special Provision, the Standard Specifications, and the Contractor's accepted Shop and Working Drawings. The wayfinding sign structure designs may be innovative and shall provide the same desired essential aesthetics, functions and characteristics of the facility including, but not limited to, service life, reliability, economy of operation, ease of maintenance, any necessary standardized features, desired appearance and required design standards.
4. The Contractor shall identify the Design Consulting Firm, Manufacturer or Supplier of the proprietary wayfinding sign structure system that is to perform the design of the wayfinding sign structure. If the Contractor proposes to utilize more than one firm to provide these services, the Contractor shall identify all proposed firms. The Contractor shall indicate the roles of each of the individual design firms and their subconsultants.

The Design Consulting Firm(s) shall meet the following minimum qualifications:

- Experience in sign structure design
- Sufficiently staffed and capable of performing the required structural design in accordance with the Contract documents
- All insurance requirement as stated in Article 107.27 of the Standard Specifications for Road and Bridge Construction
- The Department's designer of record for this contract and their Sub-Consultants shall be excluded as the Design Consulting Firm

Suppliers of proprietary wayfinding sign structure systems must have an equivalent level of expertise and will be allowed to perform the design work providing the responsible designer is a Licensed Structural Engineer registered in the State of Illinois with three (3) years of relevant experience.

6. The wayfinding sign structure shall be designed to safely support all wind loads on the wayfinding sign structure and any other temporary or permanent loads. Bearing loads shall be accounted for during all aspects of the wayfinding sign structure's service life, including but not limited to; fabrication, storage, transportation, placement and final location.
7. The Contractor shall verify the location of all existing utilities and structures and shall take all necessary precautions to perform the work in such a manner as to not damage existing utilities or structures, located near or beneath the wayfinding sign structure. Any damage to existing utilities or structures shall be repaired at no cost to the Department.
8. Any adjustments to other work items shown in the Plans or additional pay items required to erect the wayfinding sign structure per the Contractor's accepted design shall be his responsibility subject to review by the Department. Additional costs for any adjustments shall be the responsibility of the Contractor and shall be included in the lump sum bid price for the wayfinding sign structure.
9. If the wayfinding sign structure system manufacturer, supplier, or designer needs additional information to complete the design, the Contractor shall be responsible for obtaining such information at no additional cost to the Department.
10. The wayfinding sign structure shall be designed for a minimum service life of 50 years based on the consideration of the potential long-term effects of weathering, corrosion, spray from de-icing chemicals, and other potentially deleterious environmental factors on each of the material components comprising the wayfinding sign structure system.
11. The wayfinding sign structure material shall be manufactured from fire retardant material that meets State and local requirements.
12. The wayfinding sign structure shall be designed with due consideration of the aesthetic environment in which the sign is located.

MATERIALS

Structural Steel

Structural steel shall be fabricated and erected in accordance with Section 505 of the Standard Specifications for Road and Bridge Construction, the System supplier's recommendations and as approved by the Engineer.

Unless otherwise specified, structural steel shall conform to ASTM A 709 (ASSHTO M 270) Grade 36, and as specified in Article 1006.04 of the Standard Specifications. Structural steel exposed to weathering shall be hot-dip galvanized in accordance with ASTM A 123 (AASHTO M 111).

Galvanized surfaces shall be prepared in accordance with the paint manufacturer's recommendations.

Anchor Bolt Assemblies

Anchor bolts shall be cast-in-place and shall conform to Article 1006.09 of the Standard Specifications. If the anchor bolts in accordance with the Standard Specifications have insufficient shear or tensile strength by maximum dimensions, they may conform to the requirements of ASTM F1554. Hooked anchor bolts are not allowed. Anchor bolt assemblies shall be furnished with either anchorage plates meeting Article 1006.09 of the Standard Specifications, or plate washers in accordance with ASTM A 572 (AASHTO M223) Grade 50. Anchor plates and plate washers shall be hot-dip galvanized after fabrication in accordance with ASTM A 153 (AASHTO M 232).

Fasteners and Hardware

Hardware and fasteners shall be installed in accordance with the System Supplier's recommendations and as approved by the Engineer.

Miscellaneous fasteners and hardware shall conform to Article 1006.08 of the Standard Specifications and shall be galvanized steel in accordance with ASTM A153 (AASHTO M232). All fasteners used with treated wood products shall be stainless steel or hot-dipped galvanized per AASHTO M232, Class C, except the minimum weight of Zinc coating shall be 2.0 oz./sq. ft.

Fasteners for structural steel, other than anchor bolts, shall be high strength structural bolts in conformance with ASTM A 325 (AASHTO M 164), Type I and shall be mechanically galvanized in accordance with ASTM A 153 (AASHTO M 232).

SUBMITTALS

General

Submittals shall be in conformance with the special provision for Submittals except as modified herein.

System Supplier Certification

The Contractor shall submit the following documents for the Department's review, within 30 days after the award of the Contract:

1. Specifications for all materials, including trade names of the products along with the name and address of the each Supplier, and the name of the System Manufacturer's contact person.
2. Specifications regarding installation procedures and sequence of construction.
3. A list of representative projects performed by this Contractor, including key client contacts.
4. The anticipated reaction forces the wayfinding sign structure applies to the supporting bridge deck.

The Department reserves the right to request a physical sample of the wayfinding sign structure proposed by the Contractor prior to the issuance of the Notice to Proceed.

Design Calculations, Shop Drawings, and Working Drawings

The Contractor shall submit detailed Shop and Working Drawings for the wayfinding sign structure no later than 90 days after the award of the Contract, or no later than 90 days prior to the scheduled start of erection of the wayfinding sign structure, whichever date is earlier. Working drawings and shop drawings including calculations shall be prepared and submitted in accordance with Article 105.04 of the Standard Specifications for Road and Bridge Construction. The design calculations, shop drawings, and working drawings shall be submitted under the seal of a Structural Engineer currently licensed by the State of Illinois. The Department reserves the right to require proof of licensure.

The Contractor shall also provide the Department with an electronic format copy of the final accepted Shop Drawings including the Structural Engineer seal and signature, in a MicroStation and/or Acrobat PDF, or other format approved by the Department.

Samples

Prior to commencing design and preparation of Shop Drawings, the Contractor shall submit a mock-up of the wayfinding sign structure to the Department for their review and approval. If the test mock-up is not approved, additional mock-ups shall be furnished until a satisfactory mock-up is obtained, at no additional cost to the Department. The mock-up approved by the Department shall then be the standard of comparison for the finished structure. The Contractor shall consider in his schedule a 30-calendar day period from the date the submittal is received by the Engineer to the expected date of return with comment. This 30-day review period shall be considered with any resubmittal, and such resubmittals shall not be considered cause for an extension of time to the Contract.

Warranties

The Contractor shall submit all System Supplier's warranties for materials incorporated into the Work as specified herein.

The workmanship guaranty shall be for a minimum period of 3 years starting from the date of final completion of the Work. In the event any defects occur, the Contractor shall complete the repairs at his expense within 60 days of written notification of such defects.

The materials shall be impervious to road salt and calcium chloride for a 5-year Manufacturer/System Supplier warranty period. In the event the material fails to meet the aforementioned requirement within the 5-year warranty period, the Manufacturer/System Supplier shall complete the repairs at his expense within 60 days of written notification of such defects.

FABRICATION, CONSTRUCTION AND ERECTION REQUIREMENTS

The Contractor shall obtain technical assistance from the System Supplier during the progress of the Work.

Delivery, Storage, and Handling

The Contractor shall inspect all materials and allow the Engineer to inspect all materials as the materials arrive at the project site. The Contractor shall follow the System Supplier's recommendations in regards to protecting the materials from damage due to excessive temperatures, sunlight, moisture, dirt and debris. Any materials damaged during storage or installation shall be promptly replaced at no additional cost to the Department.

Erection and Application

Comply with NCMA {and BIA} recommendations and practices. Do not use frozen or ice coated materials. At end of each day or at shutdown, cover the wayfinding sign structure not enclosed or sheltered with clear polyethylene minimum 6 mil thick. Extend down each side of the structure a minimum of 16 inches and secure. Provide and maintain heat sufficient to assure temperature above 32 Deg F within protected areas, and remove all temporary facilities after completion of work.

Method of Measurement. This work will not be measured for payment.

Individual components of the WAYFINDING SIGN, SPECIAL as described and as shown on the plans will not be measured for payment.

Basis of Payment. This work completely installed and accepted as described in this Special Provision and as shown on the Contract Plans will be paid for at the Contract lump sum price for WAYFINDING SIGN, SPECIAL. This payment shall be considered to be full compensation for all work including the development of shop drawings, working drawings and design calculations; program physical sample (mock-up); removal and disposal of the mock-up; furnishing and installing bolts, hardware, and fasteners, testing; samples; casting, storing, transporting and erecting the supports; technical assistance from the manufacturer; preparing and furnishing warranties; and furnishing all labor, equipment, tools and incidentals necessary to complete the Work as specified.

All components required to erect the wayfinding sign structure shall be considered as part of the work in the Contract lump sum price for the wayfinding sign structure and not be paid for separately.

STABILIZED CONSTRUCTION ENTRANCE

Description. This work consists of constructing a stabilized pad of coarse aggregate underlain with geotechnical fabric at locations shown on the plans. Cellular confinement grids shall be used to contain the aggregate at the pad boundaries. Also included is the removal and satisfactory disposal of the stabilized construction entrance when no longer required.

All work must conform to the applicable portions of Section 202, 210, 1004 and 1080 of the Standard Specifications, the details shown on the plans or as directed by the Engineer.

Materials. Aggregate shall consist of coarse aggregate gradations CA-1, CA-2, CA-3, or CA-4 meeting the requirements of Article 1004.04 of the Standard Specifications. Geotechnical fabric shall meet the requirements of Article 1080.02 of the Standard Specifications.

General Requirements. Excess of unsuitable excavated materials shall be disposed of in accordance with Article 202.03 of the Standard Specifications. The coarse aggregate surface course shall be compacted to the satisfaction of the Engineer. The stabilized pad shall be a minimum of 6 inches thick. The area shall be restored as shown on the plans

Method of Measurement. This work will be measured for payment in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for STABILIZED CONSTRUCTION ENTRANCE, which price shall be payment in full for geotechnical fabric, cellular confinement grids, furnishing, placing, compacting and disposing of coarse aggregate, and for all labor, tools and equipment necessary to construct the work as specified.

AIR QUALITY COMPLIANCE

Description. This work includes meeting or exceeding air quality requirements described herein, other Special Provision sections and the Standard Specifications.

General. The Contractor shall meet standards established to minimize air quality impacts due to construction activities. The obligations by the Contractor include the following:

Air Quality Plan – Prior to the start of construction activities, the Contractor will be supplied an Air Quality Plan developed by the Engineer. The Plan will serve as a guidance document for the duration of construction activities. The Air Quality Plan is intended to identify maximum thresholds of dust levels, particulate matter and diesel components in the air in and around the project site and will incorporate requirements identified within the Special Provisions. Baseline sampling in nearby areas without construction activity will be performed by the IEPA. Real-time monitoring will be conducted at the two locations adjacent to Circle Interchange. If during real-time monitoring there are exceedances of the screening standards, the Engineer will contact the Contractor and activities will cease and corrective actions will be developed.

Dust Control Plan – The Contractor shall comply with the requirements of CONSTRUCTION AIR QUALITY – DUST CONTROL in addition to Article 107.36 of the Standard Specifications.

Diesel Emissions – The maximum concentration of Diesel Components (PAHs) in sampled air shall not exceed $1 \mu\text{g}/\text{m}^3$, which is above the Chicago background level according to the IEPA. Following receipt of laboratory data that indicate exceedances of screening standards for diesel components as PAHs, IDOT will investigate the activity that was being performed at the time of the exceedance. IDOT will document the exceedance in the monthly report. Observations of consistent patterns in exceedances and potential corresponding work activities will assist in developing measures to manage the activity that caused the exceedance. Factors that will be evaluated include the activity being performed, the equipment being used for the activity, weather conditions, and general air quality at the time of the exceedance.

Construction Requirements. To ensure a prompt response to incidents involving the integrity of work zone Air Quality, the Contractor shall provide a telephone number where a responsible individual can be contacted on a 24 hour a day basis.

When the Engineer is notified, or determines, that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time frame. The specified time frame, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, and is based on the urgency of the situation and the nature of the deficiency. The Contractor may appeal the indicated deficiency to the Engineer on the grounds that the deficiency was caused by actions by a separate contractor, agency or public entity. The Engineer shall be the sole judge of these conditions and any appeal by the Contractor.

The deficiency may include lack of repair, maintenance or non-compliance with the related Articles of the Standard Specifications, the CONSTRUCTION AIR QUALITY – DUST CONTROL Special Provision and this Special Provision.

If the Contractor fails to respond within the allotted time frame, the Engineer may take action to correct the deficiency, or may cause the correction of the deficiency to be made by others, the cost thereof being deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities, and shall not be grounds for any claim.

If the Contractor accumulates three (3) environmental deficiency deductions for the same deficiency, all related Contractor activities will be shut down until the deficiency is corrected. Such a shut down will not be grounds for any extension of the completion date, waiver of penalties, or be grounds for any claim.

Basis of Payment. This work will not be paid for separately. All obligations described herein are included associated pay items. No extension of the completion date, waiver of penalties or claims shall arise from any Contractor activity shut down enacted due to deficiencies described herein.

CONSTRUCTION AIR QUALITY – DUST CONTROL

Description. This work shall consist of developing and implementing a detailed Dust Control Plan (DCP) in accordance with Article 107.36 of the Standard Specifications. Development of a DCP is required. All construction activities shall be governed by the DCP. The nature and extent of dust generating activities, and specific control techniques appropriate to specific situations shall be discussed at the pre-construction meeting, with subsequent development of the DCP to include but not be limited to the requirements below.

General Requirements. The Contractor is responsible for the control of dust at all times during the duration of the contract, 24 hours per day, 7 days per week, including non-working hours, weekends, and holidays. This work shall be considered complete after the completion of all permanent erosion control measures required for the contract, and after all temporary and permanent seeding is established.

Work on this contract shall be conducted in a manner that will not result in generating excessive total nuisance dust conditions or air borne particulate matter (PM_{2.5}). The IEPA will provide the Baseline Air Sampling in areas where there is no construction on the Circle Interchange. Two air quality monitoring locations have been identified; the UIC Student Recreational Building and IDOT Pump Station No. 5.

Following the baseline establishment, air quality will be monitored for total nuisance dust and air borne particulate matter (PM_{2.5}) as shown in the table below. Real-time monitoring will be conducted at the two locations adjacent to Circle Interchange. If during real-time monitoring there are exceedances of the screening standards, the Engineer will contact the Contractor and activities will cease and corrective actions will be developed.

Air Sample/Screening Standards			
Parameter		Concentration	Basis
Total Dust	Nuisance	335 µg/m ³	IEPA/IDPH
PM _{2.5}		35 µg/m ³	24 hours NAAQS

Notes: NAAQS = National Ambient Air Quality Standards
 IEPA = Illinois Environmental Protection Agency
 IDPH = Illinois Department of Public Health

The DCP shall describe the plan for the implementation of control measures before, during and after conducting any dust generating operation. These controls must be in place on non-working days and after working hours, not just while work is being done on the site. The DCP must contain information specific to the project site, proposed work, and dust control measures to be implemented. A copy of the DCP must be available on the project site at all times.

The DCP must contain, at a minimum, all of the following information:

1. Name, address and phone number of the person(s) responsible for the dust generating operation and for the submittal and implementation of the DCP.
2. A drawing specifying the site boundaries of the project with the areas to be disturbed, the locations of the nearest public roads, and all planned exit and entrance locations to the site from any paved public roadways.
3. Control measures to be applied to all actual and potential fugitive dust sources before, during and after conducting any dust generating operation, including non-work hours and non-work days.
4. A contingency plan consisting of at least one contingency measure for each activity occurring on the site in case the primary control measure proves inadequate.

The Contractor shall submit two copies of the DCP that outlines in detail the measures to be implemented by the Contractor complying with this section, including prevention, cleanup, and other measures at least 14 days before beginning any dust generating activity. The Contractor shall not begin any dust generating activities until the Engineer approves the DCP in writing.

Materials.

1. Dust Suppression Agents: Water shall meet the requirements of Section 1002 of the Standard Specifications.
2. Soil stabilizers shall consist of seed and mulch meeting the requirements of Article 1081.06 (a) (2) and (3).
3. Covers for stockpiles shall be commercially available plastic tarps, or other materials approved by the Engineer.

Construction Methods. Water shall be used to provide temporary control of dust on entrances/exits to the job site, haul roads and other active work areas. Several applications per day may be necessary to control dust depending upon meteorological conditions and work activity. The Contractor shall apply water on a routine basis as necessary or as directed by the Engineer to control dust. Wet suppression consists of the application of water. Wet suppression equipment shall consist of sprinkler pipelines, tanks, tank trucks or other devices approved by the Engineer, capable of providing a regulated flow, uniform spray and positive shut off.

Haul truck cargo areas shall be securely covered during the transport of materials on public roadways that are prone to cause dust.

Public Roadway Dust Control. Trackout, including carryout and spillage of material that adheres to the exterior surfaces of or are spilled from motor vehicles and/or equipment and subsequently fall onto a paved public roadway must be controlled at all times. Clean up of carryout and spillage is required immediately if it extends a cumulative distance of 50 feet or more on a paved public roadway. If the extent of carryout is less than 50 feet, clean up at the end of the day is permissible. Clean up of paved surfaces shall be by wet spray power vacuum street sweeper. Dry power sweeping is prohibited.

Control of Earthwork Dust. During batch drop operations (i.e. earthwork with a front-end loader, clamshell bucket, or backhoe), the free drop height of excavated or aggregate material shall be reduced to minimum heights as necessary to perform the specified task, and to minimize the generation of dust. To prevent spills during transport, a minimum of 2 inches of freeboard space shall be maintained between the material load and the top of the truck cargo bed rail. A maximum drop height of two feet (or minimum height allowed by equipment) will be allowed, or to heights as directed by the Engineer.

Control of Dust on Stockpiles and Inactive Work Areas. The Contractor shall use the following methods to control dust and wind erosion of stockpiles and inactive areas of disturbed soil:

1. Water shall be used during active stockpile load-in, load-out, and maintenance activities.
2. Soil stabilizers (hydraulic or chemical mulch) may be applied to the surface of inactive stockpiles and other inactive areas of disturbed soil. Final grading and seeding of inactive areas shall occur immediately after construction activity is completed in an area and as directed by the Engineer.
3. Plastic tarps may be used on small stockpiles, secured with sandbags or an equivalent method approved by the Engineer, to prevent the cover from being dislodged by the wind. The Contractor shall repair or replace the covers whenever damaged or dislodged at no additional cost.

Method of Measurement. Water used as a dust suppression measure shall be measured for payment in units of 1000 Gallons of water applied. All measuring devices shall be furnished by the Contractor and approved by the Engineer. All other dust control measures will not be measured for payment.

Basis of Payment. The application of water as a dust suppression agent will be paid for at the contract unit price per unit for DUST CONTROL WATERING.

All other dust control measures, along with preparation of the DCP, will not be paid for directly but shall be considered as included in the various items involved and no additional compensation will be allowed.

STORM WATER POLLUTION PREVENTION PLAN



Storm Water Pollution Prevention Plan

Route F.A.I 90/94/290 Marked Rte. Peoria Street
 Section 2013-074I Project No. _____
 County Cook Contract No. 60X62

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.

<p style="text-align: center;">_____ John Fortmann, PE <small>Print Name</small> Director of Highways, Region One Engineer <small>Title</small> Illinois Department of Transportation <small>Agency</small></p>	<p style="text-align: center;">_____ <small>Signature</small> _____ <small>Date</small></p>
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I. Site Description:

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

Peoria Street Aesthetics at I-290/Congress Parkway in the City of Chicago, Cook County, Illinois.

The project is located along Peoria Street from north of Harrison Street to south of Van Buren Street. The gross and net lengths of the project are 648.02 feet (0.123 miles) and 374.02 feet (0.071 miles), respectively.

Latitude: 41° 52' 31.87" N
 Longitude: 87° 38' 58.22" W

The design, installation, and maintenance of BMPs at these locations are within an area where annual erosivity (R value) is less than or equal to 160. Erosivity is less than 5 in all two-week periods between September 12 and April 30, which would qualify for a construction rainfall erosivity waiver under the USEPA Construction General Permit requirements. At these locations, erosivity is highest in spring and summer, May 1 - September 11.

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

The work consists of retaining wall construction and landscaping north and south of the Peoria Street Bridge (SN 016-1708) over Interstate 290 and the CTA Blue Line from Harrison Street to south of Van Buren Street.

Work includes retaining wall construction, landscaping, irrigation system replacement, erosion control and protection, special waste excavation, earth excavation and embankment, removal of existing improvements, traffic control and protection, urban enhancements and all incidental and collateral work necessary to complete the improvements as shown on the Plans and as described herein.

C. Provide the estimated duration of this project:

34 months

D. The total area of the construction site is estimated to be 1.68 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 1.02 acres.

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

Existing C: $1.02 \text{ AC (0.3 PERVIOUS)} + 0.66 \text{ AC (0.9 IMPERVIOUS)} / 1.68 \text{ AC} = 0.54$

Proposed C: $1.00 \text{ AC (0.3 PERVIOUS)} + 0.68 \text{ AC (0.9 IMPERVIOUS)} / 1.68 \text{ AC} = 0.54$

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

The general lithologic succession encountered beneath the topsoil, in descending order, includes (1) man-made ground (fill); (2) very soft to medium stiff clay; (3) stiff to hard silty clay; (4) dense to very dense silty loam and sandy gravel; and (5) strong, good rock quality dolostone.

NRCS Soil Survey classifies the site soil as urban.

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

No wetlands were identified on site.

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

Potentially erosive areas are along the embankments and grasses adjacent to WB I-290 where there are no retaining walls from the local road to the expressway.

- 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):

Stage 1:

- Install the appropriate erosion and sediment control items as shown in the plans.
- Remove, prune and protect existing trees as shown in the plans.
- Remove and replace the existing irrigation system on the south end of Peoria Street.
- Construct the retaining walls and install the precast walls on the south end of Peoria Street.
- Perform all earthwork and grading on the south end of Peoria Street.
- Fabricate wayfinding structure that is to be placed on the Peoria Street Bridge over I-290/Congress Parkway.
- Plant all landscaping, including sodding, on the north and south ends of Peoria Street.

- 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:

City of Chicago (Peoria Street) / IDOT (I-290)

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

City of Chicago / Cook County / IDOT / Metropolitan Water Reclamation District of Greater Chicago (MWRD)

- 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:

The area around and including the Peoria Street Bridge over I-290 drains to Pump Station #5. Pump Station #5 outflows to the South Branch Chicago River. The South Branch Chicago River is impaired for the designated use of fish consumption due to the PCBs. PCBs are not expected to be a pollutant associated with this contract. The South Branch Chicago River is not a Biologically Significant Stream.

- 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.

None. No grading or earthwork disturbing activities will take place in these areas.

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:

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

II. Controls:

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

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

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

Refer to the Erosion and Sedimentation Control staging plan sheets for the contract specific stabilization practices called out for temporary conditions during construction. Stabilization controls runoff volume and velocity, peak runoff rates and volumes of discharge to minimize exposed soil, disturbed slopes, sediment discharges from construction, and provide for natural buffers and minimization of soil compaction. Existing vegetated areas where disturbance can be avoided will not require stabilization.

Preservation of Mature Vegetation - Mature vegetation shall be preserved as specified in the contract and at the direction of the Engineer.

Protection of Trees - Trees shall be protected as shown in the plans and at the direction of the Engineer.

Temporary Erosion Control Seeding - This item will be applied to all bare areas every seven days to minimize the amount of exposed surface areas. Earth stockpiles shall be temporarily seeded if they are to remain unused for more than 14 days. Within the construction limits, areas which may be susceptible to erosion as determined by the Engineer shall remain undisturbed until full scale construction is underway to prevent unnecessary soil erosion. Bare and sparsely vegetated ground in highly erodible areas as determined by the Engineer shall be temporarily seeded at the beginning of construction where no construction activities are expected within seven days.

Temporary Mulching - Mulch is applied to temporary erosion control seeding to allow for the seeding to take hold in the ground and grow. Without the mulching, the seeding will be displaced by wind and rain and therefore would not grow. Mulch will be paid separately and shall conform to Section 251 of the Standard Specifications.

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

Refer to the Landscaping plan sheets for the contract specific stabilization practices used for permanent conditions after construction activities. All areas disturbed by construction will be stabilized with sodding or woody/perennial plants with mulch immediately following the finished grading.

Mulching - This shall be placed around all woody plants and in all perennial plant beds.

Sodding - This shall be placed as specified in the contract and at the direction of the Engineer.

Woody Plants – Trees and shrubs will be planted at locations shown in the plans. Mulch shall be placed around the woody plants as shown in the plans and as directed by the Engineer.

Perennial Plants – Perennials will be planted at locations shown in the plans. Mulch shall be placed around the perennial plants as shown in the plans and as directed by the Engineer.

- 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:

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

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

Refer to the Erosion and Sedimentation Control plan sheets for the contract specific structural practices for temporary conditions during construction.

Perimeter Erosion Barrier - Silt fences shall be placed along the contour at the limits in an effort to contain silt and runoff from leaving the site. Silt fence shall not be installed in areas of concentrated flow such as across ditches. The barrier will be constructed at the beginning of construction. Damage to silt fence by traffic or snow plowing should be immediately fixed by the Contractor.

Storm Drain Inlet - Sediment filters will be placed in all open lid inlets, catch basins and manholes during construction and shall be cleaned on a regular basis.

Stabilized Construction Exits - Stabilized Construction Exits or Entrances will be provided by the Contractor. The entrance shall be maintained in a condition which shall prevent tracking or flowing of sediment onto Public-Right-Of-Way. Periodic inspection and needed maintenance shall be provided after heavy use and each rainfall event.

All erosion control products furnished shall be installed specifically as recommended by the manufacturer for the use specified in the erosion control plan prior to the approval and use of the product. The Contractor shall submit to the Engineer a notarized certification by the producer stating the intended use of the product and that the physical properties required for this application are met or exceeded. The Contractor shall provide manufacturer installation procedures to facilitate the Engineer in construction inspection.

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

Once construction is completed and the vegetation has been established, the perimeter erosion barrier will be removed and areas disturbed by the removal will be stabilized with seeding and erosion control blanket / mulching.

D. Treatment Chemicals

Will polymer flocculants or treatment chemicals be utilized on this project: Yes 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:

The Phase I Location Drainage Study indicates no modifications are planned for Pump Station #5. The tailwater conditions representing the South Branch of Chicago River (outfall for Pump Station #5) will not be modified from existing to proposed conditions. The drainage area for Pump Station #5 is along I-290 from the western extent at Central Avenue to the eastern extent at Des Plaines Street within the Circle Interchange.

Phosphorous fertilizer has been eliminated from the project to reduce project impacts on the receiving waters.

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:

All management practices, controls, and other provisions provided in this plan are in accordance with "IDOT Standard Specification for Road and Bridge Construction" and "Illinois Urban Manual."

- 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.

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.

The Contractor will be responsible for the inspection, maintenance and repair of all sedimentation and erosion control measures. If the Engineer notices or is notified of an erosion or sedimentation deficiency, the Engineer will notify the Contractor to correct it. All Offsite Borrow, Waste, and Use areas are part of the construction site and are to be inspected according to the language in this section and Section IV.

Inspection of these areas shall be made at least once every seven days and within 24 hours of the end of each 0.5 inches or greater rainfall, or an equivalent snowfall. Additionally during winter months, all measures should be checked after each significant snowmelt. Any necessary repairs or cleanup to maintain the effectiveness of said measures shall be made immediately. The project shall additionally be inspected by the Construction Field Engineer on a bi-weekly basis to determine that the erosion control efforts are in place and effective and if other erosion control work is necessary.

All erosion and sediment control measures shall be maintained in accordance with the IDOT Erosion and Sediment Control Field Guide for Construction Inspection:

<http://www.dot.il.gov/desenv/environmental/idot%20field%20guide.pdf>

In additional, the following link may also be useful for maintenance:

<http://www.dot.il.gov/desenv/environmental/bestpractices.html>

Seeding - All erodible bare earth will be temporarily seeded on a weekly basis to minimize the amount of erodible surface within the contract limits. Construction equipment shall be stored and fueled only at designated locations. All necessary measures shall be taken to contain any fuel or pollution runoff in compliance with environmental law and EPA Water Quality Regulations. Leaking equipment or supplies shall be immediately repaired or removed from the site. On a weekly basis, the Engineer shall inspect the project to determine whether erosion control efforts are in place and effective and if additional control measures are necessary. Sediment collected during construction by the various temporary erosion control systems shall be disposed on the site on a regular basis as directed by the Engineer and stabilized accordingly.

Temporary Erosion Control Seeding - Reapply seed if stabilization has not been achieved. Apply temporary mulch to hold seed in place if seed has been washed away or found to be concentrated in ditch bottoms. Restore rills, greater than 4 inches deep, as quickly as possible on slopes steeper than 1V:4H to prevent sheet-flow from becoming concentrated flow patterns.

Perimeter Erosion Barrier - This shall be inspected every 7 calendar days and after a storm event of 0.5 inch or greater (including snowfall). Repair when tears, gaps, leaning or undermining occur and restore erosion barrier taut. Repair or replace any missing or broken stakes immediately. Sediment will be removed if the integrity of the fencing is in jeopardy. Remove once permanent stabilization is established since it will no longer be necessary.

Erosion Control Blanket - Repair damage due to water running beneath the blanket and restore when displacement occurs. Reseeding may be necessary. Replace and re-staple all displaced erosion control blankets immediately.

Mulching - Temporary mulch is to be inspected by the Resident Engineer and Contractor every 7 calendar days and after a storm event of 0.5 inch or greater (including snowfall). If straw is blown or washed away, erosion control blanket curls or slides down a slope, or hydraulic mulch washes away, maintenance of this item will be required.

Sodding - Limit foot traffic to low use for the first two to three weeks. Ensure irrigation rate does not result in runoff. Install salt-tolerant sod where needed. Replace when >25% of any individual piece of sod is no longer viable. Restore areas where rolling edges are present or sod is displaced.

Protection of trees/temporary tree protection - Any protective measures which are knocked down shall be repaired immediately. Trim any cuts, skins, scrapes or bruises to the bark of the vegetation and utilize local nursery accepted procedures to seal damaged bark. Prune all tree branches broken, severed, or damaged during construction. Smoothly cut, perpendicular to the root, all cut, broken, or severed during construction, roots 1 inch or greater in diameter. Cover roots exposed during excavation with moist earth and/or backfill immediately to prevent roots from drying.

Storm Drain Inlet Protection - Remove sediment from inlet filter basket when it is 25% full or 50% of the fabric pores are covered with silt. Remove ponded water on road surfaces immediately. Clean filter if standing water is present longer than one hour after a rain event. Remove trash accumulated around or on top of practice. When filter is removed for cleaning, replace filter if any tear is present.

Stabilization Construction Exits - Replenish stone or replace exit if vehicles continue to track sediment onto the roadway from the construction site. Sweep sediment on roadway from construction activities immediately. Use street sweeping in conjunction with this BMP to remove sediment not removed by the stabilized construction exit.

Material Delivery and Storage - Document the various types of materials delivered and their storage locations in the SWPPP. Update the SWPPP when significant changes occur to material storage or handling locations and when they have been removed. Cleanup spills immediately. Remove empty containers.

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: epa.swnoncomp@illinois.gov, 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:

N/A

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.



Contractor Certification Statement

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 F.A.I. 90/94/290 Marked Rte. Peoria Street
 Section 2013-074I Project No. _____
 County Cook Contract No. 60X62

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	Signature
_____	_____
Title	Date
_____	_____
Name of Firm	Telephone
_____	_____
Street Address	City/State/ZIP

Items which this Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP:

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

- 1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.
- 2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or

- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

CONTRACT CLAIMS (BDE)

Effective: April 1, 2014

Revise the first paragraph of Article 109.09(a) of the Standard Specifications to read:

“(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Department to ascertain the basis and amount of the claim. As a minimum, the following information must accompany each claim submitted.”

Revise Article 109.09(e) of the Standard Specifications to read:

“(e) Procedure. The Department provides two administrative levels for claims review.

Level I Engineer of Construction

Level II Chief Engineer/Director of Highways or Designee

- (1) Level I. All claims shall first be submitted at Level I. Two copies each of the claim and supporting documentation shall be submitted simultaneously to the District and the Engineer of Construction. The Engineer of Construction, in consultation with the District, will consider all information submitted with the claim and render a decision on the claim within 90 days after receipt by the Engineer of Construction. Claims not conforming to this Article will be returned without consideration. The Engineer of Construction may schedule a claim presentation meeting if in the Engineer of Construction’s judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a Level I decision is not rendered within 90 days of receipt of the claim, or if the Contractor disputes the decision, an appeal to Level II may be made by the Contractor.
- (2) Level II. An appeal to Level II shall be made in writing to the Engineer of Construction within 45 days after the date of the Level I decision. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Chief Engineer/Director of Highways determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within 90 days of receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Director's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim."

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: August 2, 2011

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **19.00%** 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.

DBE LOCATOR REFERENCES. 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 www.dot.il.gov.

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.

- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and 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 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.

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 performance 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.

- (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.
- (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 and/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.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. 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 regular dealer or manufacturer.

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

- (a) NO AMENDMENT. 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) TERMINATION OR REPLACEMENT. 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 the Special Provision.

- (c) CHANGES TO WORK. 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, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then 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.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE 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 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.

- (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 Regional 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 BDE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

GRANULAR MATERIALS (BDE)

Effective: November 1, 2012

Revise the title of Article 1003.04 of the Standard Specifications to read:

“1003.04 Fine Aggregate for Bedding, Trench Backfill, Embankment, Porous Granular Backfill, Sand Backfill for Underdrains, and French Drains.”

Revise Article 1003.04(c) of the Standard Specifications to read:

“(c) Gradation. The fine aggregate gradations for granular embankment, granular backfill, bedding, and trench backfill for pipe culverts and storm sewers shall be FA 1, FA 2, or FA 6 through FA 21.

The fine aggregate gradation for porous granular embankment, porous granular backfill, french drains, and sand backfill for underdrains shall be FA 1, FA 2, or FA 20, except the percent passing the No. 200 (75 µm) sieve shall be 2±2.”

Revise Article 1004.05(c) of the Standard Specifications to read:

“(c) Gradation. The coarse aggregate gradations shall be as follows.

Application	Gradation
Blotter	CA 15
Granular Embankment, Granular Backfill, Bedding, and Trench Backfill for Pipe Culverts and Storm Sewers	CA 6, CA 9, CA 10, CA 12, CA17, CA18, and CA 19
Porous Granular Embankment, Porous Granular Backfill, and French Drains	CA 7, CA 8, CA 11, CA 15, CA 16 and CA 18”

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: January 1, 2014

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

“STATEMENTS AND PAYROLLS

The payroll records shall include the worker’s name, the worker’s address, the worker’s telephone number when available, the worker’s social security number, the worker’s classification or classifications, the worker’s gross and net wages paid in each pay period, the worker’s number of hours worked each day, the worker’s starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker’s hourly wage rate, the worker’s hourly overtime wage rate, the worker’s hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee’s social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department’s form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box (“No Work”, “Suspended”, or “Complete”) checked on the form.”

STATE CONTRACTS. Revise Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

“IV.COMPLIANCE WITH THE PREVAILING WAGE ACT

1. Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.

2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of five years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.
3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor, or an officer, employee, or officer thereof, which avers that: (i) he or she has examined the records and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

PORTLAND CEMENT CONCRETE EQUIPMENT (BDE)

Effective: November 1, 2013

Add the following to the first paragraph of Article 1103.03(a)(5) of the Standard Specifications to read:

“As an alternative to a locking key, the start and finish time for mixing may be automatically printed on the batch ticket. The start and finish time shall be reported to the nearest second.”

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

“(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”

QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (BDE)

Effective: January 1, 2012

Revised: January 1, 2014

Revise Note 7/ of Schedule B of Recurring Special Provision Check Sheet #31 of the Standard Specifications to read:

- 7/ The test of record for strength shall be the day indicated in Article 1020.04. For cement aggregate mixture II, a strength requirement is not specified and testing is not required. Additional strength testing to determine early falsework and form removal, early pavement or bridge opening to traffic, or to monitor strengths is at the discretion of the Contractor. Strength shall be defined as the average of two 6 x 12 in. (150 x 300 mm) cylinder breaks, three 4 x 8 in. (100 x 200 mm) cylinder breaks, or two beam breaks for field tests. Per Illinois Modified AASHTO T 23, cylinders shall be 6 x 12 in. (150 x 300 mm) when the nominal maximum size of the coarse aggregate exceeds 1 in. (25 mm).

REINFORCEMENT BARS (BDE)

Effective: November 1, 2013

Revise the first and second paragraphs of Article 508.05 of the Standard Specifications to read:

“508.05 Placing and Securing. All reinforcement bars shall be placed and tied securely at the locations and in the configuration shown on the plans prior to the placement of concrete. Manual welding of reinforcement may only be permitted on precast concrete products as indicated in the current Bureau of Materials and Physical Research Policy Memorandum “Quality Control / Quality Assurance Program for Precast Concrete Products”, and for precast prestressed concrete products as indicated in the Department’s current “Manual for Fabrication of Precast Prestressed Concrete Products”. Reinforcement bars shall not be placed by sticking or floating into place or immediately after placement of the concrete.

Bars shall be tied at all intersections, except where the center to center dimension is less than 1 ft (300 mm) in each direction, in which case alternate intersections shall be tied. Molded plastic clips may be used in lieu of wire to secure bar intersections, but shall not be permitted in horizontal bar mats subject to construction foot traffic or to secure longitudinal bar laps. Plastic clips shall adequately secure the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. Plastic clips may be recycled plastic, and shall meet the approval of the Engineer. The number of ties as specified shall be doubled for lap splices at the stage construction line of concrete bridge decks when traffic is allowed on the first completed stage during the pouring of the second stage.”

Revise the fifth paragraph of Article 508.05 of the Standard Specifications to read:

“Supports for reinforcement in bridge decks shall be metal. For all other concrete construction the supports shall be metal or plastic. Metal bar supports shall be made of cold-drawn wire, or other approved material and shall be either epoxy coated, galvanized or plastic tipped. When the reinforcement bars are epoxy coated, the metal supports shall be epoxy coated. Plastic supports may be recycled plastic. Supports shall be provided in sufficient number and spaced to provide the required clearances. Supports shall adequately support the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. The legs of supports shall be spaced to allow an opening that is a minimum 1.33 times the nominal maximum aggregate size used in the concrete. Nominal maximum aggregate size is defined as the largest sieve which retains any of the aggregate sample particles. All supports shall meet the approval of the Engineer.”

Revise the first sentence of the eighth paragraph of Article 508.05 of the Standard Specifications to read:

“Epoxy coated reinforcement bars shall be tied with plastic coated wire, epoxy coated wire, or molded plastic clips where allowed.”

Add the following sentence to the end of the first paragraph of Article 508.06(c) of the Standard Specifications:

“In addition, the total slip of the bars within the splice sleeve of the connector after loading in tension to 30 ksi (207 MPa) and relaxing to 3 ksi (20.7 MPa) shall not exceed 0.01 in. (254 microns).”

Revise Article 1042.03(d) of the Standard Specifications to read:

“(d) Reinforcement and Accessories: The concrete cover over all reinforcement shall be within $\pm 1/4$ in. (± 6 mm) of the specified cover.

Welded wire fabric shall be accurately bent and tied in place.

Miscellaneous accessories to be cast into the concrete or for forming holes and recesses shall be carefully located and rigidly held in place by bolts, clamps, or other effective means. If paper tubes are used for vertical dowel holes, or other vertical holes which require grouting, they shall be removed before transportation to the construction site.”

REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)

Effective: November 2, 2012

Revise the first four paragraphs of Article 202.03 of the Standard Specifications to read:

“202.03 Removal and Disposal of Surplus, Unstable, Unsuitable, and Organic Materials. Suitable excavated materials shall not be wasted without permission of the Engineer. The Contractor shall dispose of all surplus, unstable, unsuitable, and organic materials, in such a manner that public or private property will not be damaged or endangered.

Suitable earth, stones and boulders naturally occurring within the right-of-way may be placed in fills or embankments in lifts and compacted according to Section 205. Broken concrete without protruding metal bars, bricks, rock, stone, reclaimed asphalt pavement with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities may be used in embankment or in fill. If used in fills or embankments, these materials shall be placed and compacted to the satisfaction of the Engineer; shall be buried under a minimum of 2 ft (600 mm) of earth cover (except when the materials include only uncontaminated dirt); and shall not create an unsightly appearance or detract from the natural topographic features of an area. Broken concrete without protruding metal bars, bricks, rock, or stone may be used as riprap as approved by the Engineer. If the materials are used for fill in locations within the right-of-way but outside project construction limits, the Contractor must specify to the Engineer, in writing, how the landscape restoration of the fill areas will be accomplished. Placement of fill in such areas shall not commence until the Contractor’s landscape restoration plan is approved by the Engineer.

Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal laws and regulations. When the Contractor chooses to dispose of uncontaminated soil at a clean construction and demolition debris (CCDD) facility or at an uncontaminated soil fill operation, it shall be the Contractor’s responsibility to have the pH of the material tested to ensure the value is between 6.25 and 9.0, inclusive. A copy of the pH test results shall be provided to the Engineer.

A permit shall be obtained from IEPA and made available to the Engineer prior to open burning of organic materials (i.e., plant refuse resulting from pruning or removal of trees or shrubs) or other construction or demolition debris. Organic materials originating within the right-of-way limits may be chipped or shredded and placed as mulch around landscape plantings within the right-of-way when approved by the Engineer. Chipped or shredded material to be placed as mulch shall not exceed a depth of 6 in. (150 mm).”

TRACKING THE USE OF PESTICIDES (BDE)

Effective: August 1, 2012

Add the following paragraph after the first paragraph of Article 107.23 of the Standard Specifications:

“Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algaecides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form “OPER 2720”.”

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

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

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

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 2. In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor’s needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The Contractor shall provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

Method of Measurement. The unit of measurement is in hours.

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

**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 2. 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.

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

The Contractor shall provide 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 on the jobsite; or used for the delivery and/or removal of equipment/material to and from the jobsite. The jobsite shall also include offsite locations, such as plant sites or storage sites, when those locations are used solely for this contract.

The report shall be submitted on the form provided by the Department within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur. The report shall be submitted to the Engineer and a copy shall be provided to the district EEO Officer.

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.

MENTOR-PROTÉGÉ PROGRAM (BDE)

Effective: June 1, 2007

Revised: February 1, 2013

Eligibility. This contract is eligible for the Department's Mentor-Protégé Program for those bidders with an approved Mentor-Protégé Development Plan.

In order for a Mentor-Protégé relationship to be recognized as part of this contract, the Protégé shall be used as a subcontractor and a Mentor-Protégé Agreement for Contract Assistance and Training shall be fully executed and approved. The Mentor-Protégé Agreement for Contract Assistance and Training shall be completed on the form provided by the Department and submitted with the DBE Utilization Plan for approval by the Department. If approved, the Mentor-Protégé Agreement for Contract Assistance and Training shall become part of the contract. In the event the Mentor-Protégé Agreement for Contract Assistance and Training is not approved, the contract shall be performed in accordance with the DBE Utilization Plan exclusive of the Agreement.

DBE Goal Reduction. The DBE participation goal set for this contract may, at the discretion of the Department, be reduced according to the Mentor-Protégé Program Guidelines when the Protégé is used as a subcontractor. When submitting the DBE Utilization Plan, the bidder shall indicate whether the Protégé will be used as a subcontractor and to what extent.

Quarterly Reports. The Mentor shall submit quarterly progress reports as outlined in the Mentor-Protégé Program Implementation document. The reports shall indicate the progress toward each of the Plan's stated goals. The reports shall be signed by an authorized principal of each firm and submitted to the Engineer of Construction.

Failure to timely submit reports, or submission of incomplete reports may result in dissolution of relationship.

Reimbursement of Mentor Expenses. The direct and indirect expenses of the Mentor, as detailed in the approved Mentor-Protégé Agreement for Contract Assistance and Training will be reimbursed by the Department.

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 on-the-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 non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web 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 wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**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.