

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

**PREQUALIFICATION**

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

**REQUESTS FOR AUTHORIZATION TO BID**

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

**WHO CAN BID ?**

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

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

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

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

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

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <http://www.dot.il.gov/desenv/delett.html> 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 [D&Econtracts@dot.il.gov](mailto:D&Econtracts@dot.il.gov)

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

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

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

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

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

**WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?**

<b>Questions Regarding</b>	<b>Call</b>
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806

**ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS**

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

RETURN WITH BID

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Proposal Submitted By
Name
Address
City

Letting January 16, 2009

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

**NOTICE TO PROSPECTIVE BIDDERS**

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.  
(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

Contract No. 95500  
FAYETTE County  
Section 99-00048-01-PV (Vandalia)  
Route FAU 8419 (II 140)  
Project M-TE-D7(21)  
District 7 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

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## INSTRUCTIONS

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

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

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

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

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

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

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### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of CD-ROMS	217/782-7806

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of \_\_\_\_\_  
\_\_\_\_\_

Taxpayer Identification Number (Mandatory) \_\_\_\_\_

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

**Contract No. 95500  
FAYETTE County  
Section 99-00048-01-PV (Vandalia)  
Project M-TE-D7(21)  
Route FAU 8419 (Il 140)  
District 7 Construction Funds**

**0.30 mile pavement removal and replacement including curb and gutter, sidewalks, ornamental lighting, trees and storm sewers on IL Route 140 from 7th Street to 3rd Street in Vandalia.**

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



**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

STATE JOB # - C-97-005-01  
 PPS NBR - 7-10372-0000

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 95500

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COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
FAYETTE	051	07	99-00048-01-PV (VANDALIA)	M-TE-00D7/021/000	FAU 8419

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
XX000613	MODULAR BLOC RET WALL	SQ FT	705.000	=			
XX000959	TRASH RECEPTACLES	EACH	30.000	=			
XX004242	ORNAMENTAL HANDRAIL	FOOT	56.000	=			
XX004602	BENCH WITH BACK	EACH	30.000	=			
XX004735	RD INLET TY B T1 F&CL	EACH	1.000	=			
XX004887	ORNAM.LIGHT UNIT COMP	EACH	32.000	=			
XX005099	LT CON CBRCS 200-240	EACH	1.000	=			
XX005488	ST CASING B & J 48	FOOT	119.000	=			
XX006895	RD MAN 4 DIA SALV F&G	EACH	1.000	=			
XX006896	STL CASING B & J 42"	FOOT	110.000	=			
XX006897	5' BRICK CIR PATTERN	EACH	32.000	=			
XX006898	STAMPED COLORED PCC	SQ FT	6,705.000	=			
XX006901	TREE GRATE ASSEM COMP	EACH	27.000	=			
XX006902	HAN RAMP & HANDRAIL,C	EACH	1.000	=			
XX006903	ORNAM ST SIGN POST,C	EACH	19.000	=			

FAU 8419  
 99-00048-01-PV (VANDALIA)  
 FAYETTE

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 95500

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
XX006961	ORNAMENTAL ST SIGN	EACH	8.000	=			
XX006962	ORNAMENTAL SIGN FRAME	EACH	49.000	=			
XX006965	UD600V 5-1C#4/1C#4G P	FOOT	4,286.000	=			
XX007755	PCC PVT 8" JOINTED SP	SQ YD	1,053.000	=			
XX007756	HISTORIC MARKER S P C	EACH	3.000	=			
XX007757	T-CORNUS FLOP CL 8'	EACH	30.000	=			
XX007758	ADJ WATER VALVE BOXES	EACH	5.000	=			
XX007759	ADJ SAN SEW CLEANOUT	EACH	34.000	=			
X0322024	TRENCH DRAIN	EACH	1.000	=			
X0322719	TEMP DRAINAGE CONNECT	EACH	20.000	=			
X6020074	INLETS TA T3V F&G	EACH	30.000	=			
X6020075	INLETS TB T3V F&G	EACH	9.000	=			
X6020125	RD INLET TY B T3 F&G	EACH	7.000	=			
X6020127	RD INLET TY B T3V F&G	EACH	11.000	=			
Z0048665	RR PROT LIABILITY INS	L SUM	1.000	=			

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
Z0050900	REM CONC FDN	EACH	2.000	=			
Z0067500	STEEL CASINGS 16	FOOT	100.000	X			
20100110	TREE REMOV 6-15	UNIT	25.000	X			
20200100	EARTH EXCAVATION	CU YD	500.000	X			
20800250	TRENCH BACKFILL SPL	CU YD	4,240.000	X			
21101600	TOPSOIL F & P VAR DP	SQ YD	1,182.000	X			
25000110	SEEDING CL 1A	ACRE	0.300	X			
25000400	NITROGEN FERT NUTR	POUND	27.000	X			
25000500	PHOSPHORUS FERT NUTR	POUND	27.000	X			
25000600	POTASSIUM FERT NUTR	POUND	27.000	X			
25000700	AGR GROUND LIMESTONE	TON	0.600	X			
25100630	EROSION CONTR BLANKET	SQ YD	1,182.000	X			
28000250	TEMP EROS CONTR SEED	POUND	30.000	X			
28000500	INLET & PIPE PROTECT	EACH	20.000	X			
28100707	STONE DUMP RIP CL A4	SQ YD	192.000	X			

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
28200200	FILTER FABRIC	SQ YD	192.000	=			
31100100	SUB GRAN MAT A	TON	5,817.000	=			
40200800	AGG SURF CSE B	TON	100.000	=			
40800050	INCIDENTAL HMA SURF	TON	13.000	=			
42000301	PCC PVT 8 JOINTED	SQ YD	9,639.000	=			
42001300	PROTECTIVE COAT	SQ YD	15,272.000	=			
42300400	PCC DRIVEWAY PAVT 8	SQ YD	375.000	=			
42400100	PC CONC SIDEWALK 4	SQ FT	21,170.000	=			
42400420	PC CONC SIDEWALK 4 SP	SQ FT	732.000	=			
42400800	DETECTABLE WARNINGS	SQ FT	559.000	=			
44000100	PAVEMENT REM	SQ YD	11,227.000	=			
44000200	DRIVE PAVEMENT REM	SQ YD	594.000	=			
44000300	CURB REM	FOOT	2,298.000	=			
44000500	COMB CURB GUTTER REM	FOOT	897.000	=			
44000600	SIDEWALK REM	SQ FT	26,044.000	=			

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ILLINOIS DEPARTMENT OF TRANSPORTATION  
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 CONTRACT NUMBER - 95500

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
44001700	COMB C C&G REM & REPL	FOOT	405.000	=			
44201325	CL C PATCH T1 8	SQ YD	4.000	=			
44201329	CL C PATCH T2 8	SQ YD	25.000	=			
44201333	CL C PATCH T3 8	SQ YD	95.000	=			
44201335	CL C PATCH T4 8	SQ YD	687.000	=			
44201709	CL D PATCH T3 5	SQ YD	34.000	=			
44201711	CL D PATCH T4 5	SQ YD	419.000	=			
50104600	CONC RETAIN WALL REM	FOOT	61.000	=			
50607900	CLEAN & PT METAL HDRL	FOOT	56.000	=			
50900605	HANDRAIL REMOVAL	FOOT	76.000	=			
54213681	PRC FLAR END SEC 36	EACH	1.000	=			
54213687	PRC FLAR END SEC 42	EACH	1.000	=			
54216180	R C PIPE TEE 12P 12R	EACH	1.000	=			
54216190	R C PIPE TEE 18P 12R	EACH	7.000	=			
54216200	R C PIPE TEE 24P 12R	EACH	18.000	=			

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
54216210	R C PIPE TEE 30P 12R	EACH	3.000	=			
54216220	R C PIPE TEE 36P 12R	EACH	6.000	=			
54248515	CONCRETE COLLAR	EACH	2.000	=			
550A0050	STORM SEW CL A 1 12	FOOT	504.000	=			
550A0120	STORM SEW CL A 1 24	FOOT	356.000	=			
550A0140	STORM SEW CL A 1 30	FOOT	47.000	=			
550A0160	STORM SEW CL A 1 36	FOOT	161.000	=			
550A0340	STORM SEW CL A 2 12	FOOT	309.000	=			
550A0360	STORM SEW CL A 2 15	FOOT	181.000	=			
550A0380	STORM SEW CL A 2 18	FOOT	741.000	=			
550A0410	STORM SEW CL A 2 24	FOOT	413.000	=			
550A0430	STORM SEW CL A 2 30	FOOT	411.000	=			
550A0450	STORM SEW CL A 2 36	FOOT	655.000	=			
550A0470	STORM SEW CL A 2 42	FOOT	308.000	=			
550A2320	SS RG CL A 1 12	FOOT	134.000	=			

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
550A2520	SS RG CL A 2 12	FOOT	389.000		=	
550A2560	SS RG CL A 2 24	FOOT	32.000		=	
55100200	STORM SEWER REM 6	FOOT	104.000		=	
55100300	STORM SEWER REM 8	FOOT	80.000		=	
55100400	STORM SEWER REM 10	FOOT	326.000		=	
55100500	STORM SEWER REM 12	FOOT	597.000		=	
55100700	STORM SEWER REM 15	FOOT	88.000		=	
55100900	STORM SEWER REM 18	FOOT	211.000		=	
55101200	STORM SEWER REM 24	FOOT	399.000		=	
552B1100	SS JKD CL B 30	FOOT	110.000		=	
552B1300	SS JKD CL B 36	FOOT	119.000		=	
56106300	ADJ WATER MAIN 6	FOOT	255.000		=	
56300300	ADJ WATER SERV LINES	FOOT	315.000		=	
56400400	FIRE HYDNIS RELOCATED	EACH	5.000		=	
56500300	DOM MET VLTS ADJ	EACH	2.000		=	

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
56500600	DOM WAT SER BOX ADJ	EACH	43.000	=			
59300100	CONTR LOW-STRENG MATL	CU YD	200.000	X			
60101705	PIPE DRAINS 6 SPL	FOOT	76.000	X			
60218400	MAN TA 4 DIA T1F CL	EACH	2.000	X			
60224600	RD MAN 4 DIA T1F CL	EACH	6.000	X			
60225400	RD MAN 5 DIA T1F CL	EACH	9.000	X			
60226200	RD MAN 6 DIA T1F CL	EACH	7.000	X			
60226270	RD MAN 7 DIA T1F CL	EACH	2.000	X			
60235700	INLETS TA T3F&G	EACH	8.000	X			
60238500	INLETS TA SALV F&G	EACH	2.000	X			
60240220	INLETS TB T3F&G	EACH	1.000	X			
60255500	MAN ADJUST	EACH	11.000	X			
60500040	REMOV MANHOLES	EACH	5.000	X			
60500050	REMOV CATCH BAS	EACH	23.000	X			
60500060	REMOV INLETS	EACH	2.000	X			

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
60604400	COMB CC&G TB6.18	FOOT	3,300.000	=		
67100100	MOBILIZATION	L SUM	1.000	=		
70101700	TRAF CONT & PROT	L SUM	1.000	=		
70102620	TR CONT & PROT 701501	L SUM	1.000	=		
70102622	TR CONT & PROT 701502	L SUM	1.000	=		
70103816	TR CONT SURVEILLANCE	CAL MO	13.000	=		
70300100	SHORT-TERM PAVT MKING	FOOT	4,819.000	=		
72000100	SIGN PANEL T1	SQ FT	144.000	=		
72400710	RELOC SIGN PANEL T1	SQ FT	15.000	=		
72400720	RELOC SIGN PANEL T2	SQ FT	10.000	=		
73400100	CONC FOUNDATION	CU YD	8.700	=		
78001100	PT PVT MK LTRS & SYMB	SQ FT	188.000	=		
78001110	PAINT PVT MK LINE 4	FOOT	2,646.000	=		
78001130	PAINT PVT MK LINE 6	FOOT	3,023.000	=		
78001180	PAINT PVT MK LINE 24	FOOT	274.000	=		

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ILLINOIS DEPARTMENT OF TRANSPORTATION  
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
80400100	ELECT SERV INSTALL	EACH	1.000			
81012600	CON T 2 PVC	FOOT	229.000			
81013000	CON T 4 PVC	FOOT	1,029.000			
81013200	CON T 6 PVC	FOOT	88.000			
81021370	CON P 4 PVC	FOOT	283.000			
81400100	HANDHOLE	EACH	4.000			
81900200	TR & BK FILL F ELECT WK	FOOT	2,886.000			
83057130	LT P WD 25 CL 5	EACH	1.000			
84200500	REM EX LT UNIT SALV	EACH	4.000			
84200700	LIGHTING FDN REMOV	EACH	4.000			
87800110	CONC FDN TY A SPL	FOOT	192.000			
88600100	DET LOOP T1	FOOT	867.000			
TOTAL \$						

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

FAU 8419  
99-00048-01-PV (VANDALIA)  
FAYETTE

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - 95500

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NOTE:

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

## RETURN WITH BID

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

#### **I. GENERAL**

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

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

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

#### **II. ASSURANCES**

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

##### **B. Felons**

1. The Illinois Procurement Code provides:

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

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

##### **C. Conflicts of Interest**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

## RETURN WITH BID

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

### **D. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

### **E. Inducements**

1. The Illinois Procurement Code provides:

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

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

### **F. Revolving Door Prohibition**

1. The Illinois Procurement Code provides:

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

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

### **G. Reporting Anticompetitive Practices**

1. The Illinois Procurement Code provides:

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

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

### **H. Confidentiality**

1. The Illinois Procurement Code provides:

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

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

## RETURN WITH BID

### **I. Insider Information**

1. The Illinois Procurement Act provides:

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

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

### **III. CERTIFICATIONS**

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

#### **B. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### **C. Educational Loan**

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

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

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

#### **D. Bid-Rigging/Bid Rotating**

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

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

## RETURN WITH BID

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

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

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

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

### **E. International Anti-Boycott**

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

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

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

### **F. Drug Free Workplace**

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

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

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

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

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

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

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

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

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

## RETURN WITH BID

### **G. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

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

### **H. Sarbanes-Oxley Act of 2002**

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

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

### **I. Addenda**

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

### **J. Section 42 of the Environmental Protection Act**

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

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

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

**NA - FEDERAL**

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

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

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

## RETURN WITH BID

### **M. Disclosure of Business Operations in Iran**

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

**TO BE RETURNED WITH BID**

**IV. DISCLOSURES**

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

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

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

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

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

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

**C. Disclosure Form Instructions**

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

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

**CERTIFICATION STATEMENT**

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

\_\_\_\_\_  
(Bidding Company)



\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO \_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$102,600.00? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than \$102,600.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES \_\_\_ NO \_\_\_
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$102,600.00? YES \_\_\_ NO \_\_\_

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

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

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

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

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

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

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

**D. Bidders Submitting More Than One Bid**

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

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

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RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information)

NAME:

ADDRESS

Type of ownership/distributable income share:

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

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

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

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

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_ No \_\_\_

2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) provide the name the State agency for which you are employed and your annual salary.

**RETURN WITH BID/OFFER**

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

---

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

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

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_ No \_\_\_
  
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_

---

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

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

---

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

---

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

---

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

---

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

---

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

**RETURN WITH BID/OFFER**

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

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

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

**APPLICABLE STATEMENT**

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

Completed by:  \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Individual or Authorized Representative

**NOT APPLICABLE STATEMENT**

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

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

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Representative

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

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

**DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION**

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

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

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

**THE FOLLOWING STATEMENT MUST BE CHECKED**

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

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

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

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

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



**RETURN WITH BID**

**Contract No. 95500  
FAYETTE County  
Section 99-00048-01-PV (Vandalia)  
Project M-TE-D7(21)  
Route FAU 8419 (Il 140)  
District 7 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. 95500  
FAYETTE County  
Section 99-00048-01-PV (Vandalia)  
Project M-TE-D7(21)  
Route FAU 8419 (Il 140)  
District 7 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL) Firm Name \_\_\_\_\_  
Signature of Owner \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

(IF A CO-PARTNERSHIP) Firm Name \_\_\_\_\_  
By \_\_\_\_\_  
Business Address \_\_\_\_\_  
Name and Address of All Members of the Firm: \_\_\_\_\_  
\_\_\_\_\_

(IF A CORPORATION) Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
Business Address \_\_\_\_\_

(IF A JOINT VENTURE) Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_

Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
Business Address \_\_\_\_\_

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



Return with Bid

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

Item No. \_\_\_\_\_

Letting Date \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That We \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

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

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

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

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

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

their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_ .

PRINCIPAL

\_\_\_\_\_  
(Company Name) (Company Name)

By \_\_\_\_\_ By: \_\_\_\_\_  
(Signature & Title) (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,

County of \_\_\_\_\_

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

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

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

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

My commission expires \_\_\_\_\_

Notary Public

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



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

# PROPOSAL ENVELOPE



# PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

## **NOTICE**

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

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

## NOTICE

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

**Contract No. 95500  
FAYETTE County  
Section 99-00048-01-PV (Vandalia)  
Project M-TE-D7(21)  
Route FAU 8419 (Il 140)  
District 7 Construction Funds**



**Illinois Department of Transportation**



## NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., January 16, 2009. 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. 95500  
FAYETTE County  
Section 99-00048-01-PV (Vandalia)  
Project M-TE-D7(21)  
Route FAU 8419 (Il 140)  
District 7 Construction Funds**

**0.30 mile pavement removal and replacement including curb and gutter, sidewalks, ornamental lighting, trees and storm sewers on IL Route 140 from 7th Street to 3rd Street in Vandalia.**

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

By Order of the  
Illinois Department of Transportation  
  
Milton R. Sees, Secretary

BD 351 (Rev. 01/2003)

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2009

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-09)

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RECURRING SPECIAL PROVISIONS

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

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4 <input type="checkbox"/> Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94) .....	78
5 <input type="checkbox"/> Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07) .....	83
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7 <input type="checkbox"/> Reserved .....	89
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9 <input type="checkbox"/> Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07) .....	91
10 <input type="checkbox"/> Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07) .....	94
11 <input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07) .....	97
12 <input type="checkbox"/> Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07) .....	99
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16 <input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07) .....	108
17 <input type="checkbox"/> Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08) .....	109
18 <input type="checkbox"/> PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07) .....	111
19 <input type="checkbox"/> Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07) .....	112
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21 <input type="checkbox"/> Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07) .....	117
22 <input type="checkbox"/> Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07) .....	119
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27 <input type="checkbox"/> English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03) .....	126
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LR SD 12		<input type="checkbox"/> Slab Movement Detection Device	Nov. 11, 1984	Jan. 1, 2007
LR SD 13		<input type="checkbox"/> Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR 102		<input type="checkbox"/> Protests on Local Lettings	Jan. 1, 2007	
LR 105		<input type="checkbox"/> Cooperation with Utilities	Jan. 1, 1999	Jan. 1, 2007
LR 107-2		<input type="checkbox"/> Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-3		<input type="checkbox"/> Disadvantaged Business Enterprise Participation	Jan. 1, 2007	Nov. 1, 2008
LR 107-4	52	<input checked="" type="checkbox"/> Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 107-5		<input type="checkbox"/> Substance Abuse Prevention Program	Jan. 1, 2008	Jan. 8, 2008
LR 108		<input type="checkbox"/> Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 212		<input type="checkbox"/> Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		<input type="checkbox"/> Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		<input type="checkbox"/> Asphalt Stabilized Base Course, Plant Mix	Feb. 2, 1963	Jan. 1, 2007
LR 400-1		<input type="checkbox"/> Bituminous Treated Earth Surface	Jan. 1, 2008	
LR 400-2		<input type="checkbox"/> Bituminous Surface Mixture (Class B)	Jan. 1, 2008	
LR 400-3		<input type="checkbox"/> Pavement Rehabilitation by the Heat-Scarify-Overlay Method	Jan. 1, 2008	
LR 402		<input type="checkbox"/> Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-2		<input type="checkbox"/> Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406		<input type="checkbox"/> Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420		<input type="checkbox"/> PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		<input type="checkbox"/> Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		<input type="checkbox"/> Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		<input type="checkbox"/> Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		<input type="checkbox"/> Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		<input type="checkbox"/> Pipe Culverts, Type _____ (Furnished),	Sep. 1, 1964	Jan. 1, 2007
LR 663		<input type="checkbox"/> Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702		<input type="checkbox"/> Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1004		<input type="checkbox"/> Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1013		<input type="checkbox"/> Rock Salt (Sodium Chloride)	Aug. 1, 1969	Jan. 1, 2002
LR 1030		<input type="checkbox"/> Growth Curve	Mar. 1, 2008	
LR 1032-1		<input type="checkbox"/> Penetrating Emulsions	Jan. 1, 2007	Feb. 1, 2007
LR 1032-2		<input type="checkbox"/> Multigrade Cold Mix Asphalt	Jan. 1, 2007	Feb. 1, 2007
LR 1102		<input type="checkbox"/> Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

BDE SPECIAL PROVISIONS  
For the January 16 and March 6, 2009 Lettings

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

File Name	Pg#		Special Provision Title	Effective	Revised
80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
* 80186			Alkali-Silica Reaction for Cast-in-Place Concrete	Aug. 1, 2007	Jan. 1, 2009
* 80213			Alkali-Silica Reaction for Precast and Precast Prestressed Concrete	Jan. 1, 2009	
80207	53	X	Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders	Nov. 1, 2008	
80192			Automated Flagger Assistance Device	Jan. 1, 2008	
80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Jan. 2, 2007
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Jan. 1, 2007
80166	54	X	Cement	Jan. 1, 2007	Nov. 1, 2007
80198			Completion Date (via calendar days)	April 1, 2008	
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80193			Concrete Barrier	Jan. 1, 2008	
* 80214			Concrete Gutter, Type A	Jan. 1, 2009	
* 80215	57	X	Concrete Joint Sealer	Jan. 1, 2009	
80177			Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
80029	59	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Nov. 1, 2008
80178	67	X	Dowel Bars	April 1, 2007	Jan. 1, 2008
80179			Engineer's Field Office Type A	April 1, 2007	Aug. 1, 2008
80205			Engineer's Field Office Type B	Aug. 1, 2008	
80175			Epoxy Pavement Markings	Jan. 1, 2007	
80189	68	X	Equipment Rental Rates	Aug. 2, 2007	Jan. 2, 2008
80169			High Tension Cable Median Barrier	Jan. 1, 2007	
80194			HMA – Hauling on Partially Completed Full-Depth Pavement	Jan. 1, 2008	
80181			Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	April 1, 2007	April 1, 2008
80201			Hot-Mix Asphalt – Plant Test Frequency	April 1, 2008	
80202			Hot-Mix Asphalt – Transportation	April 1, 2008	
80136			Hot-Mix Asphalt Mixture IL-4.75	Nov. 1, 2004	Jan. 1, 2008
80195			Hot-Mix Asphalt Mixture IL-9.5L	Jan. 1, 2008	
80109			Impact Attenuators	Nov. 1, 2003	Nov. 1, 2008
80110			Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
* 80196			Mast Arm Assembly and Pole	Jan. 1, 2008	Jan. 1, 2009
* 80045			Material Transfer Device	June 15, 1999	Jan. 1, 2009
80203			Metal Hardware Cast into Concrete (NOTE: This special provision was previously named "Steel Inserts and Brackets Cast into Concrete".)	April 1, 2008	Nov. 1, 2008
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2007
80082			Multilane Pavement Patching	Nov. 1, 2002	
80180	70	X	National Pollutant Discharge Elimination System / Erosion and Sediment Control Deficiency Deduction (NOTE: This special provision was previously named "Erosion and Sediment Control Deficiency Deduction".)	April 1, 2007	Nov. 1, 2008
80208			Nighttime Work Zone Lighting	Nov. 1, 2008	
80129			Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
80182			Notification of Reduced Width	April 1, 2007	
80069			Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2008
* 80216			Partial Exit Ramp Closure for Freeway/Expressway	Jan. 1, 2009	
80022	71	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80209	73	X	Personal Protective Equipment	Nov. 1, 2008	
80134			Plastic Blockouts for Guardrail	Nov. 1, 2004	Jan. 1, 2007
* 80119			Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2009

<u>File Name</u>	<u>Pg#</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80210			Portland Cement Concrete Inlay or Overlay	Nov. 1, 2008	
80170			Portland Cement Concrete Plants	Jan. 1, 2007	
80217			Post Clips for Extruded Aluminum Signs	Jan. 1, 2009	
80171	74	X	Precast Handling Holes	Jan. 1, 2007	
80218			Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2009	
80219			Preventive Maintenance – Cape Seal	Jan. 1, 2009	
80220			Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	
80221			Preventive Maintenance – Slurry Seal	Jan. 1, 2009	
80211			Prismatic Curb Reflectors	Nov. 1, 2008	
80015			Public Convenience and Safety	Jan. 1, 2000	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	76	X	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80223			Ramp Closure for Freeway/Expressway	Jan. 1, 2009	
80172			Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Aug. 1, 2007
80183	78	X	Reflective Sheeting on Channelizing Devices	April 1, 2007	Nov. 1, 2008
80151	79	X	Reinforcement Bars	Nov. 1, 2005	Jan. 2, 2008
80206	81	X	Reinforcement Bars – Storage and Protection	Aug. 1, 2008	
80224			Restoring Bridge Approach Pavements Using High-Density Foam	Jan. 1, 2009	
80184	82	X	Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	April 1, 2007	
80131	88	X	Seeding	July 1, 2004	Jan. 1, 2009
80152	90	X	Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2009
80132	95	X	Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
80212	97	X	Sign Panels and Sign Panel Overlays	Nov. 1, 2008	
80197	98	X	Silt Filter Fence	Jan. 1, 2008	
80127			Steel Cost Adjustment	April 2, 2004	April 1, 2007
80153			Steel Plate Beam Guardrail	Nov. 1, 2005	Aug. 1, 2007
80191	99	X	Stone Gradation Testing	Nov. 1, 2007	
80143	100	X	Subcontractor Mobilization Payments	April 2, 2005	
80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80087	101	X	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2008
80225			Temporary Raised Pavement Marker	Jan. 1, 2009	
80176	102	X	Thermoplastic Pavement Markings	Jan. 1, 2007	
20338			Training Special Provisions	Oct. 15, 1975	
80185			Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	April 1, 2007	
80149	104	X	Variable Spaced Tining	Aug. 1, 2005	Jan. 1, 2007
80071			Working Days	Jan. 1, 2002	
80204			Woven Wire Fence	April 1, 2008	

The following special provisions are in the 2009 Supplemental Specifications and Recurring Special Provisions:

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80108	Asbestos Bearing Pad Removal	Check Sheet #32	Nov. 1, 2003	
72541	Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	Check Sheet #33	June 1, 1989	Jan. 2, 2007
80167	Electrical Service Installation – Traffic Signals	Section 805	Jan. 1, 2007	
80164	Removal and Disposal of Regulated Substances	Section 669	Aug. 1, 2006	Jan. 1, 2007
80161	Traffic Signal Grounding	Sections 873 and 1076	April 1, 2006	Jan. 1, 2007
80162	Uninterruptable Power Supply (UPS)	Sections 801, 862 and 1074	April 1, 2006	Jan. 1, 2007
80163	Water Blaster with Vacuum Recovery	Articles 783.02 and 1101.12	April 1, 2006	Jan. 1, 2007

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

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

## STATE OF ILLINOIS

### SPECIAL PROVISIONS FOR ROADWAY CONSTRUCTION

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2007; the "Standard Specifications for Water and Sewer Main Construction in Illinois"; May, 1996; Fifth Edition; the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of F.A.U. Route 8419 (Gallatin Street), Section 99-00048-01-PV, located in Fayette County, Illinois, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and govern.

#### **LOCATION OF PROJECT:**

The improvement is located on FAU 8419 (Gallatin Street) from 7<sup>th</sup> Street to 3<sup>rd</sup> Street in the City of Vandalia, Fayette County. The net length of the project is 1557.7 feet (0.295 miles).

#### **DESCRIPTION OF PROJECT:**

The work will consist of removal and replacement of the existing pavement, curb and gutter and sidewalks along Gallatin Street with new concrete pavement, curb and gutter, and sidewalks. The major items of work to include pavement removal, curb and gutter removal, sidewalk removal, concrete paving, combination curb & gutter, ornamental pedestrian lighting, decorative sidewalks and accessories, trees, Portland cement concrete sidewalk, storm sewers, inlets, and manholes.

#### **COMPLETION DATE:**

The contractor shall complete the work including the punch list by June 1, 2010.

#### **CONSTRUCTION PROGRESS:**

The construction activities on Gallatin Street shall be scheduled to minimize disruption to the local businesses when practical. The staging plans call for the work to progress from the west to the east, with the storm sewer trunk lines being installed along 5<sup>th</sup> and 6<sup>th</sup> Streets prior to any closures of Gallatin Street. The Owner will be receptive to alternate staging concepts, but any deviation from the general concept of the staging plan show in the construction plans must be approved by the owner.

At no time shall consecutive cross streets be closed to two-way traffic at Gallatin Street (if 5<sup>th</sup> is closed, 6<sup>th</sup> and 4<sup>th</sup> must be open, etc.).

The block(s) closed during a particular stage shall be reopened before work on the subsequent stage may begin.

All areas of construction shall be neat and orderly with safety fences and barricades protecting any hazards. See also GENERAL NOTES in Plans and TEMPORARY ACCESS in special provisions.

The materials and labor required for staging of the work shall not be paid separately, but shall be included in the Contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION.

**TEMPORARY ACCESS:**

This work shall be in general accordance with Article 402.10 of the Standard Specifications, the plans, and as modified by this Special Provision.

This work shall be required to maintain existing access through excavated areas for all buildings, streets, alleys, sidewalks, and entrances which are to remain open during construction.

Access shall be maintained to all businesses for the duration of the project. Access may require staging of proposed elements, or construction during non-business hours.

A 4 feet wide strip of existing sidewalk shall remain in place for temporary access to the businesses while storm sewer, curb and gutter, paving, etc. is being completed. When the contractor is ready to place the new sidewalk, the removal and placement shall be staged to maintain access to all businesses. Safety fences and barricades shall be installed and maintained along the temporary access to separate pedestrians from the construction area. Temporary ramps or bridging shall be installed along the temporary access at any drop-offs in excess of 1 inch. Pedestrian access across Gallatin Street shall be maintained at a minimum of one location every two blocks.

The materials for temporary access do not have to be deposited by a spreader however the Contractor shall utilize whatever means necessary to spread the material at a constant cross slope such that the surface is smooth. The material shall be compacted by various means to the satisfaction of the Engineer.

The Contractor shall be responsible for maintaining the temporary access to the satisfaction of the Engineer throughout the periods that it is in place. The Contractor shall furnish, haul, place, spread, compact, and remove said material in degraded areas at the discretion of the Engineer as many times as the Engineer requires throughout construction.

The Contractor shall not reuse the material on site, except for temporary access. All excess material shall become the property of the City, and shall be delivered to the City stockpile, or disposed of as requested by the City.

All labor, equipment, and materials required for this work shall not be paid for separately but shall be included in the TON unit price for AGGREGATE SURFACE COURSE, TYPE B.

**TRAFFIC CONTROL AND PROTECTION:**

Traffic control shall be according to the applicable sections of the Standard Specifications for Road and Bridge Construction, the guidelines contained in the Illinois Manual on

Uniform Traffic Control Devices for Streets and Highways, the Supplemental Specifications, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following traffic control; (1) Highway Standards; (2) Supplemental Specifications and Recurring Special Provisions; (3) other Special Provisions; (4) Plan Details which are included in this contract:

1. Standards:  
701001      701006      701011      701301      701311  
701501      701502      701901
2. Supplemental Specifications and Recurring Special Provisions:  
Work Zone Traffic Control  
Flaggers in Work Zones
3. Special Provisions:  
Traffic Control and Protection
4. Plan Details:  
Traffic Control Plan

Traffic control standards shall be applied as directed by the Engineer. Suggested applications for each standard are as follows:

701001 This standard should be used for operations more than 15' from the edge of pavement on Gallatin Street, 6<sup>th</sup> Street, and 5<sup>th</sup> Street.

701006 This standard should be used for grading and seeding operations along Gallatin Street, 6<sup>th</sup> Street, and 5<sup>th</sup> Street.

701011 This standard should be used for moving operations in the area between the edge of pavement and 15' from the edge of pavement on Gallatin Street, 6<sup>th</sup> Street, and 5<sup>th</sup> Street.

701301 This standard should be used for operations on Gallatin Street, 6<sup>th</sup> Street, and 5<sup>th</sup> Street that encroach in the area between the centerline and a line 2' from the edge of pavement for a period of less than 60 minutes.

701311 This standard should be used for placing pavement marking on Gallatin Street, if not completed under road closure.

701501 This standard should be used for constructing storm sewer, inlets, concrete patching, etc. across Gallatin Street, 6<sup>th</sup> Street, or 5<sup>th</sup> Street.

701502 This standard should be used when the turning lane is closed on Gallatin Street.

No overnight lane closures shall be permitted on 5<sup>th</sup> or 6<sup>th</sup> Streets except at the intersection with Gallatin Street.

All traffic control including signs, barricades, flaggers, drums, temporary access, removal of temporary materials, etc. that are necessary to complete the project shall be paid for at the Contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION. This work shall include furnishing, placing, maintaining, moving, and removal of all traffic control devices and signs required as shown on the traffic control and protection sheet.

**EXISTING FEATURES:**

All existing features such as sidewalk, curb and gutter, pavement, street lights, signs, trees, manholes, buildings, etc. that are to remain, shall be in their original condition during and after construction has been completed. If any of these items are damaged by construction related activities, the Contractor shall be responsible for the costs to repair or replace these items, in a timely manner, and to the satisfaction of the Engineer.

All existing features such as signs, manhole and inlet frames, valve boxes, etc. that are to be removed shall be removed with care to preserve their existing condition. The Contractor shall haul and deposit said items at a location designated by the Owner, within City limits, for stockpiling, or, at the prerogative of the Owner, the Contractor shall dispose of said items offsite at a proper location determined by the Contractor at no additional cost to the Contract.

All existing ground mounted signs within the construction limits shall be removed. Removal of the signs and posts shall be included in the Contract unit price per CU. YD. for EARTH EXCAVATION.

The existing posts and canopies on the front of buildings shall remain in place and be temporarily supported during sidewalk construction. Posts shall be adjusted and supported on new sidewalk as shown in the plans and in accordance with the post base manufacturers recommendations. This work shall not be paid for separately but shall be included in the Contract unit price per SQ. FT for PORTLAND CEMENT CONCRETE SIDEWALK, 4 INCH.

**UTILITIES:**

Add the following after the first paragraph of Article 105.07 of the Standard Specifications:

Underground utilities have been plotted from available surveys and records and, therefore, their locations must be considered approximate only. There also may be utilities for which the locations are unknown. Verification of locations of underground utilities, shown or not shown, will be the responsibility of the Contractor. The following utility companies have facilities within the project limits:

<u>Utility Company</u>	<u>Type of Utility</u>	<u>Locations</u>	<u>Anticipated Involvement</u>
City of Vandalia 219 South 5 <sup>th</sup> Street Vandalia, IL 62471	Water mains, and sanitary sewers	Throughout	Water main adjustments required for storm sewer installation will be performed by the Contractor.

AT&T 210 N Locust Centralia, IL 62801	Phone lines	Throughout	All overhead along and crossing Gallatin will be relocated.
New Wave Communications 318 N Fourth Street Vandalia, IL 62471	Cable	Throughout	No adjustments anticipated.
Ameren IP 1915 Old Bus Line Road PO Box 579 Hillsboro, IL 62049	Electric	Throughout	All overhead electric to be placed underground from Third Street to Seventh Street. Existing lighting along Gallatin will be removed by Ameren and new metering points installed.
Atmos Energy 224 South 6 <sup>th</sup> Street Vandalia, IL 62471	Gas	Throughout	Gas main in the southeast quadrant of the 7 <sup>th</sup> and Gallatin intersection will be adjusted by Atmos.

The contractor will install 4" duct per Ameren IP Standards at locations shown in plans prior to relocation of electric to underground. Said work will be paid for at the contract unit price per FOOT for CONDUIT IN TRENCH, 4" DIA., PVC.

Additional utility information may be obtained by calling the "Joint Utility Location Information for Excavators" phone number, 800-892-0123. This project is located in the Vandalia Township.

The above represents the best information of the Engineer and is only included for the convenience of the Bidder. The applicable provisions of Sections 102, 103, and Articles 105.07, 107.20, 107.31, and 109.02 of the Standard Specifications for Road and Bridge Construction shall apply.

No additional compensation will be allowed the Contractor for any inconvenience incurred during construction for relocations.

**SUBSURFACE CONDITIONS:**

A copy of the subsurface exploration and foundation recommendations performed for the project is enclosed for the Contractor's information.

**DEWATERING:**

All excavations shall be kept dewatered during construction operations until backfill is in place. A trench or other excavation will only be considered sufficiently dewatered per each day's operations. Dewatering of storm sewer trenches required for maintaining trench stability due to ground water infiltration determined to be necessary by the Engineer shall

be paid by force account in accordance with Article 109.04b of the Standard Specifications. The Contractor will not receive additional compensation for any other dewatering operations determined to be necessary by him/her or those required by the Engineer including, but not limited to, dewatering of trenches and excavations that are otherwise dry, due to rainfall events.

**CONSTRUCTION STAKING:**

Add the following after the first paragraph of Article 105.09 of the Standard Specifications:

The Engineer will provide the following:

1. Benchmarks in convenient locations for the Contractor.
2. Lathes at the center of inlets, center of manholes and along various storm sewer alignments will be provided for rough excavation for drainage structures. Offset lathes and hub stakes will be provided for the above mentioned with "cut" or "fill" depths to flow line inverts, from the elevation of the hub stakes. The aforementioned represents the first and only staking for drainage systems. In the event the Contractor removes or damages said lathe and hub stakes by his/her operations, the Contractor shall reimburse the Engineer for re-staking.
3. Lathes and offset hub stakes with "cut" or "fill" depths to proposed back of curb elevations from the elevation of the hub stakes, every twenty (20) feet between even stations after rough grading is performed. The aforementioned represents the first and only staking for curb construction and in the event the Contractor removes or damages said lathe and hub stakes by his/her operations, the Contractor shall reimburse the Engineer for re-staking.
4. Lathes and offset hub stakes or nails in pavement, offset, with "cut" or "fill" depths to proposed pavement surface at centerline and at edge of pavement from the elevation of the hub stakes or nails, every twenty (20) feet between even stations. The aforementioned represents the first and only staking for pavement improvements and in the event the Contractor removes or damages said lathe and hub stakes by his/her operations, the Contractor shall reimburse the Engineer for re-staking.

The Contractor shall notify the Engineer at least 48 hours in advance for all staking requests.

**BEDDING, HAUNCHING, & INITIAL BACKFILL FOR STORM SEWERS:**

This work shall be done in accordance with Section 208 and Article 550.07 of the Standard Specifications for Road and Bridge Construction, the plans, and as modified by this Special Provision.

All bedding, haunching, and initial backfill for storm sewers shall be "Coarse Aggregate". References to "Fine Aggregate" in Section 208 and Article 1003.04 of the Standard Specifications for Road and Bridge Construction shall be replaced with "Coarse Aggregate". Section 1004 rather than 1003.04 shall be utilized. As required by the City, bedding,

haunching, and initial backfill shall be Coarse Aggregate or a Coarse Modified, IDOT gradation CA-15, CA-16, CM-15, or a CM-16. Frozen bedding, haunching, and initial backfill material shall not be placed in any excavation.

All trenches for storm sewer shall have bedding, haunching, and initial backfill including those beyond the two (2) foot distance from sidewalk, pavement, etc.

All bedding shall be placed in no greater than four (4) inch lifts. All haunching and initial backfill shall be compacted by Method 1 of Article 550.07 in lifts no greater than eight (8) inches by mechanical means, e.g. manually-pushed vibratory compactor, to a minimum of 85 percent of standard lab density. No bedding shall be placed over any ponded and frozen water.

All labor, equipment, and materials required for this work shall not be paid for separately but shall be included in the unit price for STORM SEWERS, of the size specified.

**SUB-BASE GRANULAR MATERIAL, TYPE A:**

This work shall consist of furnishing, and placing granular sub-base as detailed on the plans, according to Section 311 except as modified herein.

The gradation of the granular material shall be CA 6 according to Article 1004.

The Sub-base Granular Material, Type A shall be utilized for the 4 inch aggregate base to be placed under the proposed pavement and curb and gutter and for any fill required to meet subgrade elevations under proposed improvements (pavement, curb and gutter, sidewalk, etc.).

This work will be paid for at the contract unit price per TON for SUB-BASE GRANULAR MATERIAL, TYPE A.

**PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH, SPECIAL:**

This work shall be in accordance with Section 424 of the Standard Specifications, the plans, and as modified by this Special Provision.

The sidewalk shall be constructed with a thickened edge and finished vertical face at the adjacent parking lot to create a raised curb as shown in the plans.

All labor, equipment, and materials required for this work shall be paid for at the Contract unit price per SQUARE FOOT for PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH, SPECIAL.

**TRENCH BACKFILL, SPECIAL:**

This work shall be in accordance with Section 208 and Article 550.07 of the Standard Specifications, the plans, and as modified by this Special Provision.

This work includes all backfilling for storm sewers.

References to "Fine Aggregate" in Section 208 and Article 1003.04 of the Standard Specifications for Road and Bridge Construction shall be replaced with "Coarse Aggregate". Section 1004 rather than 1003.04 shall be utilized. Coarse aggregate of the type described in Article 1004.05 (a) may be utilized. Article 1004.05 (b) requirements shall apply. Article 1004.05 (c) shall be revised such that only gradation CA 7 shall be utilized. Frozen backfill material shall not be placed in any excavation.

All backfill material shall be compacted by Method 1 of Article 550.07 in lifts no greater than eight (8) inches by mechanical means, e.g. manually-pushed vibratory compactor, to a minimum of 85 percent of standard lab density. No backfill shall be placed over any ponded or frozen water.

All labor, equipment, and materials required for this work shall be paid for at the Contract unit price per CUBIC YARD for TRENCH BACKFILL, SPECIAL.

**CONTROLLED LOW-STRENGTH MATERIAL:**

This work shall be in accordance with Section 593 of the Standard Specifications, the plans, and as modified by this Special Provision.

This work includes all necessary forming around abandoned cellars/rooms found under the existing sidewalk.

All labor, equipment, and materials required for this work shall be paid for at the Contract unit price per CUBIC YARD for CONTROLLED LOW-STRENGTH MATERIAL.

**COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT:**

This work shall be in general accordance with Article 440 and 606 of the Standard Specifications, the plans, and as modified by this Special Provision.

The plans include locations where the existing curb & gutter is to be removed and replaced. The replacement combination concrete curb and gutter shall be of like kind of that removed and shall be constructed to the grades and locations shown within the plans. The curb & gutter shall be placed on minimum 4 inch layer of Sub-base Granular Material, Type A.

At locations where proposed concrete curb / gutter will be installed abutting existing concrete curb / gutter, the saw cuts at the limits of the removal shall be of sufficient depth to provide for a near vertical break at the removal location. If the breakout under the portion of the curb to remain is more than 3 inches beyond the cut face, the curb shall be re-cut at no additional cost to the Owner. The proposed curb / gutter shall be doweled to the existing at each location. The 18 inch dowels shall be 1.25 inches minimum diameter and be placed at mid-height and shall be placed at one-third points horizontally between the face and back.

All labor, equipment, and materials required for this work shall be paid for at the Contract unit price per FOOT for COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, except that the Sub-base Granular Material, Type A used as described above shall be paid for at the contract unit price per TON for SUB-BASE GRANULAR MATERIAL, TYPE A.

**CONCRETE RETAINING WALL REMOVAL:**

This work shall be in general accordance with Article 501 of the Standard Specifications, the plans, and as modified by this Special Provision.

There is an 8 inch thick existing concrete retaining wall located on the southeast quadrant of Gallatin Street that is to be partially removed. The existing retaining wall has an exposed average height of three (3) feet. The dimensions of the unexposed portion of the wall are unknown. The wall shall be removed to a point approximately 44 feet right of the centerline of Gallatin Street. At this location the wall shall be saw cut, its full thickness, to allow for a transition to the proposed modular block wall. Below grade portions of the wall shall be removed to a height allowing for installation of the proposed modular block wall.

Sub-base Granular Material, Type A shall be used to fill in any voids, below the leveling pad elevation of the proposed modular block wall, created by the removal. All excavation shall be included in the Contract unit price for this work.

All labor, equipment, and materials required for this work shall be paid for at the Contract unit price per FOOT for CONCRETE RETAINING WALL REMOVAL, except that the Sub-base Granular Material, Type A used as described above shall be paid for at the contract unit price per TON for SUB-BASE GRANULAR MATERIAL, TYPE A.

**CLEANING & PAINTING METAL HANDRAIL:**

This work shall be in general accordance with Section 506 of the Standard Specification, the plans and as modified by this Special Provision.

**PART 1 - GENERAL**

**1.01 GENERAL**

- A. This specification covers preparation of surfaces and completion of painting all metal handrail surfaces as required by the drawings and/or as specified herein.
- B. The Contractor shall also comply with all applicable Federal, State, and Local laws, codes, and regulations for the cleaning and painting of the metal handrail.

**1.02 SAMPLES**

- A. Prepare 4 inch x 4 inch samples of all finishes when requested by Engineer. When possible, apply finishes on identical type materials to which they will be applied on job.
- B. Identify each sample as to finish, formula, color name and number, and sheen name and gloss units.
- C. Colors to be selected by City prior to commencement of work.

**1.03 MAINTENANCE MATERIALS**

- A. Leave on premises, where directed by Engineer, not less than one gallon of each color used.
- B. Containers to be tightly sealed and clearly labeled for identification.

#### 1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver paint materials in sealed original labeled containers, bearing manufacturer's name, type of paint, brand name, color designation, and instructions for mixing and/or reducing.
- B. Provide adequate storage facilities. Store paint materials at minimum ambient temperature of 45 degrees F in well ventilated area, and per manufacturer specifications.
- C. Take precautionary measure to prevent fire hazards and spontaneous combustion.

#### 1.05 ENVIRONMENTAL CONDITIONS

- A. All coatings shall be applied during good painting weather. Air and surface temperatures shall be within limits set forth by the manufacturer for the coatings being applied and work areas shall be reasonably free of air-borne dust at the time of application and while coating is drying.
- B. Measure moisture content of surfaces using an electronic moisture meter.
- C. Ensure humidity, surface temperatures and the surrounding air temperature are within paint manufacturer's recommendations.
- D. Provide minimum 15 foot candles of lighting on surfaces to be finished.

#### 1.06 PROTECTION

- A. Adequately protect other surfaces from paint and damage. Repair damage as a result of inadequate or unsuitable protection.
- B. Furnish sufficient drop cloths, shields, and protective equipment to prevent spray or droppings from fouling surfaces not being painted and in particular, surfaces within storage and preparation area.
- C. Place cotton waste, cloths, and material which may constitute a fire hazard in closed metal containers and remove daily from site.

### PART 2 - PRODUCTS

#### 2.01 QUALITY OF PAINT

- A. Materials specified are those that have been evaluated for the specified service. Products of the Tnemec Company are listed to provide a standard

of quality. Equivalent material of other manufacturers may be substituted on written approval of the Owner only. Any requests for substitution shall include manufacturer's literature for each product listing the name, product number, generic type, descriptive information, solids by volume, recommended dry film thickness and certified test data showing results to equal the performance criteria of the products listed herein.

### PART 3 - EXECUTION

#### 3.01 PROTECTION

- A. Ferrous Metal: Grind smooth all rough edges, welds and sharp corners. Prepare surface as indicated in Schedule. Surface profile shall be as recommended by coating's manufacturer. Apply primer same day surface is prepared.
- C. Follow all additional preparatory steps recommended by coatings manufacturer.

#### 3.02 APPLICATION

- A. Apply coatings as recommended by manufacturer. Numbers in schedule indicate minimum and maximum dry film thickness in mils.
- B. Apply additional coats when required to obtain uniform color and appearance.
- C. Cure coatings as recommended by manufacturer.
- D. Cut in edge sharp and neat.
- E. Gap between flanges of iron pipe shall be caulked closed.
- F. Finish coats shall be uniform in color and sheen without streaks, runs, sags or misses. On metal surfaces there shall be no holidays.
- H. Finish paint pipe and pipe supports where they meet and where supports touch concrete or other surfaces.
- I. Finish paint all field drilled holes in steel.

#### 3.03 CLEANING

- A. As work proceeds and upon completion, promptly remove paint where spilled, splashed or splattered.
- B. During progress of work keep premises free from any unnecessary accumulation of tools, equipment, surplus materials and debris.
- C. Upon completion of work leave premises neat and clean.

#### PART 4 - ACCEPTANCE OF WORK

##### 4.01 ACCEPTANCE OF WORK

- A. Request acceptance of each coat by Engineer before applying the next coat.
- B. Correct work that is not acceptable and request re-inspection by Engineer.

#### PART 5 - PAINTING SCHEDULE

##### 5.01 PAINTING SCHEDULE

- A. Ferrous Metal, Interior & Exterior, Including Piping and Equipment, Non-Immersion Areas, Spray, Splash and Corrosive Areas

System: Zinc Rich Primer, Amine Epoxy Finish Coat

Surface Preparation: SSPC-SP6 Commercial Blast

First Coat - Tnemec Series 90/97 Tnemec-Zinc

Second Coat - Tnemec 163 Varacure

- B. Galvanized Metal, Other Exterior Areas, Non-immersion

System: Polyamide Epoxy Primer, Polyurethane Finish Coat

Surface Preparation: SSPC-SP1 Solvent clean and abrade to obtain profile of 1.0 - 2.0 mils

First Coat - Tnemec Series 66 High Build Epoxoline - 4.0 - 6.0 mils DFT

Second Coat - Tnemec Series 75 Endura-Shield - 2.0 - 3.0 mils DFT

All labor, equipment, and materials required for this work shall be paid for at the Contract unit price per FOOT for CLEANING AND PAINTING METAL HANDRAIL.

#### **HANDRAIL REMOVAL:**

This work shall be in general accordance with Section 509 of the Standard Specification, the plans and as modified by this Special Provision.

Along Gallatin Street from Rt. Sta. 4+00 to Rt. Sta. 4+50 the handrail shall be removed prior to excavation and reinstalled prior to seeding.

Along Fourth Street from Rt. Sta. 407+54 to Rt. Sta. 407+80 the handrail along the bridge approach shall be removed flush with the top of the retaining wall and filled flush with grout. This section of handrail will become the property of the Contractor.

All labor, equipment, and materials required for this work shall be paid for at the Contract unit price per FOOT for HANDRAIL REMOVAL.

**CONCRETE COLLAR:**

This work shall be in general accordance with Article 542.08 of the Standard Specifications, the plans, and as modified by this Special Provision.

This work involves placing concrete a minimum thickness around connections as detailed in the plans, as needed. Class SI concrete will be required. Different connections and over dig will require different amounts of concrete. The Contractor will not receive additional compensation for excavation and quantities of concrete required beyond those indicated in plan details.

All labor, including excavation work, equipment, and materials required for this work shall be paid for at the Contract unit price per EACH for CONCRETE COLLAR.

**STORM SEWERS, CLASS A:**

This work shall be in general accordance with Section 550 of the Standard Specification, the plans, and as modified by this Special Provision.

Reinforced Concrete Pipe shall be used at all locations were STORM SEWERS, CLASS A pipe is called out in the plans.

This work will be paid for at the contract unit price per foot for STORM SEWERS, CLASS A of the type, and diameter specified.

**STORM SEWERS, RUBBER GASKET:**

This work shall be in general accordance with Section 550 of the Standard Specifications, the plans, and as modified by this Special Provision.

The Contractor shall furnish and install rubber gasket joints conforming to ASTM C-361.

All excavation shall be included in the unit price for STORM SEWERS, RUBBER GASKET of the type and size specified. All bedding, haunching, and initial backfill work and material shall be that required for STORM SEWERS: see BEDDING, HAUNCHING, & INITIAL BACKFILL FOR STORM SEWERS.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per FOOT for STORM SEWERS, RUBBER GASKET of the size specified.

**PIPE DRAINS (SPECIAL):**

This work shall be in general accordance with Section 601 of the Standard Specifications, the plans, and as modified by this Special Provision.

This work shall involve furnishing and installing circular pipe drains to connect existing drains discharging from existing properties so these do not drain across proposed sidewalk,

curb, or pavement. It is noted to the Contractor that connections shall be made even in the event that the existing drain is clogged. Existing drains that are uncovered in the field and that require a similar type connection shall be paid for at the unit price for PIPE DRAINS (SPECIAL).

The contractor shall maintain a minimum of 0.5% slope unless existing conditions conflict.

The joint between concrete inlets, manholes, and other proposed drainage features and the PIPE DRAIN shall be sealed with a non-shrink grout. The same requirements for bedding and backfilling for STORM SEWERS described in BEDDING, HAUNCHING, & INITIAL BACKFILL FOR STORM SEWERS shall apply.

To delineate and facilitate the connections of the proposed PIPE DRAIN(s) to existing drains, a vertical "Riser Connection" shall be utilized. The riser shall be constructed of the same material as the horizontal section of PIPE DRAIN and it shall also have push-on or mechanical joints. The riser shall be connected to the horizontal section with a double wye, or sweep, and not with a direct perpendicular tee section to facilitate clean out in both directions. The connection with the existing drain shall be made watertight by use of a small concrete collar with a minimum 6 inch thickness all around the connection and a minimum of 12 inches either side of the butted drains or with a neoprene rubber gasket with stainless steel bands. A cast iron lid positively connected to the top of the riser placed at the elevation of the final grade. The length of riser connection shall be included in the unit price per FOOT for the PIPE DRAINS (SPECIAL). The Contractor will not receive additional payment for adjusting the elevation of the horizontal portion or riser connection.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per FOOT for PIPE DRAINS (SPECIAL) of the size specified.

**BACKFILLING AND CASTING BEDS AT INLETS AND MANHOLES:**

This work shall be in general accordance with Section 602 of the Standard Specifications, the plans, and as modified by this Special Provision.

All excavation required for INLETS and MANHOLES of standard and non-standard types shall be included in the unit price cost for the associated drainage structure pay item and not paid for separately, per Article 602.12 of the Standard Specifications. Article 602.12 shall be revised such that the only material allowed for backfilling between the outer surface of the drainage structure and sides of excavation is CA 7 material and placed in a manner, conforming to BEDDING, HAUNCHING, & INITIAL BACKFILL FOR STORM SEWERS and TRENCH BACKFILL, SPECIAL: Special Provisions.

**RESTRICTED DEPTH MANHOLES:**

This work shall be in general accordance with Section 602 of the Standard Specifications, Highway Standards 602401, 602406, 602411 and 602601, the plans, and as modified by this Special Provision.

"Restricted Depth" refers to the use of a flat slab top due to limited clearance.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per EACH for RESTRICTED DEPTH MANHOLES of the size specified and with the type of grate or inlet specified.

**STRUCTURES WITH SALVAGED FRAME AND GRATE:**

This work shall be in general accordance with Section 602 of the Standard Specifications, Highway Standards 602301 and 602401, the plans, and as modified by this Special Provision.

Existing frames and grates shall be removed in such a manner as to not damage the item. Said items shall be reused at the following locations.

Sta. 600+98.00, 20.14' Lt.    Sta. 602+38.40, 27.00' Rt.    Sta. 603+22.00, 71.71' Rt.

If frames and grates are damaged due to the negligence of the contractor, items will be replaced in like kind at no additional cost to the contract.

All labor, equipment, and material required for this work shall not be paid for separately but shall be included in the Contract unit price per EACH for the structure specified WITH SALVAGED FRAME AND GRATE.

**HANDHOLE:**

This work shall be in general accordance with Section 814 of the Standard Specifications, the plans, and as modified by this Special Provision.

The two (2) existing handholes along Gallatin Street near 3<sup>rd</sup> Street shall be removed and replaced. The removal of the existing handholes shall be included in the PAVEMENT REMOVAL pay item. The Engineer of Operations shall be contacted 10 days prior to replacement of the handholes.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per EACH for HANDHOLE.

**CONCRETE FOUNDATIONS:**

This work shall be in general accordance with Section 734 of the Standard Specifications, the plans, and as modified by this Special Provision.

The required foundation depth will be six (6) feet in lieu of the standard three (3) feet due to the close vicinity of trenches and the form shall be placed so that the top of the foundation will be one (1) inch above the proposed grade.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per CU. YD. for CONCRETE FOUNDATIONS.

**CONCRETE FOUNDATION, TYPE A (SPECIAL):**

This work shall be in general accordance with Section 878 of the Standard Specifications, Highway Standard 878001, the plans, and as modified by this Special Provision.

The required foundation depth will be six (6) feet in lieu of the standard three (3) feet due to the close vicinity of trenches.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per FOOT for CONCRETE FOUNDATION, TYPE A (SPECIAL).

**TREE, CORNUS FLORIDA (FLOWERING DOG-WOOD), 8' HEIGHT, TREE FORM, BALLED AND BURLAPPED:**

This work shall be in general accordance with Division 200 and Section 253 of the Standard Specifications, the plans, and as modified by this Special Provision.

The trees provided shall be "pink" flowering and shall have a prominent central leader (no multi-trunk specimens).

Watering & fertilizing shall not be paid for separately, but shall be included in the agreed unit price.

Any trees that die or whose condition is declining 60 days after planting shall be replaced at no additional cost to the contract.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per EACH for TREE, CORNUS FLORIDA (FLOWERING DOG-WOOD), 8' HEIGHT, TREE FORM, BALLED AND BURLAPPED.

**REMOVE CONCRETE FOUNDATION:**

This work shall be in general accordance with Section 737 of the Standard Specifications, the plans, and as modified by this Special Provision.

The concrete foundations shall be removed to a minimum of 1 foot below final grade at the following locations.

Gallatin Street Sta. 3+73, 33.5' Lt.   Approx. surface size is 1 foot by 8 foot  
Sixth Street Sta. 603+38, 21.4' Rt.   Approx. surface size is 3 foot diameter

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per EACH for REMOVE CONCRETE FOUNDATION.

**TRASH RECEPTACLES:**

This work shall be in general accordance with the plans, and as modified by this Special Provision.

TRASH RECEPTACLES shall be from Wabash Valley Manufacturing, Inc., or equivalent approved by the City, in accordance with the specifications stated herein. (see details sheet for specific part numbers)

Perforated panel shall be a minimum of 12 gage sheet metal. A 3/4" diameter steel tube is to be used to for support at the top and bottom. The bottom shall be supported by a 14 gage sheet steel formed floor.

Dome Cover's shall be 3/16" injection molded structural thermo plastic. Dome is to be 10" high with a 18" diameter. Hole opening is 10" x 1 1/2" with spring loaded swing type door. Base shall be 22 3/4" in diameter with a skirt length of 1 5/8".

Surface mounts shall be 2 3/8" OD x 12 gage galvanized structural steel tubing and use 14 gage sheet steel for the mounting plate and gussets. Legs shall be 1/4" plate steel for surface mount plate.

Receptacles shall be mounted to the sidewalk as recommended by the manufacturer.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per EACH for TRASH RECEPTACLES.

**TRENCH DRAIN:**

This work shall be in general accordance with Section 503, 602, 604 and Articles 1006.14 and 1006.15 of the Standard Specifications, the plans, and as modified by this Special Provision.

Grates shall be Neenah R-4999 Vane Style Grates for Bolted Transverse Drainage Structures or approved equal. Frames shall be Neenah Type X or approved equal. Four (4) grates will be required to obtain the 8 foot length.

This work involves excavating areas and subsequent construction of a cast-in-place, formed structure, and placement of reinforcement, which will support ductile iron grates of the type shown in the plans. Precast structures for this work will not be allowed due to the grates that are to be utilized. The insides of the excavated trench areas shall be constructed in accordance with details shown in the plans and shall have smooth walls as determined solely by the Engineer.

An arrow dictating the direction of surface flow shall be stamped into the edge of the concrete basin prior to curing.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per EACH for TRENCH DRAIN.

**BENCH WITH BACK:**

This work shall be in general accordance with the plans, and as modified by this Special Provision.

Benches shall be from Wabash Valley Manufacturing, Inc., or equivalent approved by the City, in accordance with the specifications stated herein. (see details sheet for specific part numbers)

Benches shall be covered with a Heat fused poly-vinyl coating, finished on inner-metal structure to approximate 3/16" thickness. Framework assemblies shall be finished with powder coating; electro-statically applied and oven cured according to powder manufacturer's specifications. Fasteners shall be stainless steel.

Leg thickness shall be 1 1/2" with foot pads being 5 1/8" long x 2 3/8" wide. The overall height shall be 33 1/4"

Perforated panel bench seats use 12 gage sheet steel. Rods shall be 1/2" diameter and slats shall be 1/4" x 2 1/4" flat bar. The frame / mounting brackets shall be 10 gage sheet steel. Benches shall use 1/4" x 1 1/4" steel flat bar for support at the rolled sides.

Benches shall be mounted to the sidewalk as recommended by the manufacturer.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per EACH for BENCH WITH BACK.

**ORNAMENTAL LIGHT UNIT, COMPLETE:**

This work shall be in general accordance with Section 830 and 821 of the Standard Specifications, the plans, and as modified by this Special Provision.

Lights shall be manufactured by Sternberg Lighting or equivalent approved by the City, in accordance with the specifications stated herein. (see details sheet for specific part numbers)

The 16 ft tall decorative post shall be aluminum, one-piece construction. The 20" diameter cast aluminum fluted base shall be constructed with a 6 inch diameter aluminum shaft. The base shall be designed with twelve curved flutes and teardrop decorations and be made of heavy wall, 356 alloy cast aluminum. It shall have a 1" thick floor cast as an integral part of the base. The shaft shall be double circumferentially welded internally and externally to the base for added strength. The extruded tapered fluted shaft shall be made of ASTM 6063 extruded aluminum and tempered to a T6 condition.

Four, hot-dipped galvanized "L" type anchor bolts shall be provided with the post for anchorage. A door shall be provided for wiring and anchor bolt access. It shall be secured with two, tamper proof, stainless steel screws. Post will be provided with a grounding stud mounted on the base floor opposite the access door.

The Victorian fixture shall consist of a decorative cast aluminum fitter, decorative cast aluminum cage, cast ballast housing assembly and polycarbonate or acrylic clear lens. It shall be appointed with a cast aluminum decorative urn finial.

The fitter shall be heavy wall cast aluminum, 319 alloy for high tensile strength. It shall have an 8" inside diameter opening to attach to the 8" neck of the acorn globe. The fitter shall be set screwed to the pole top or tenon. The fitter shall have a one-piece ring bug gasket to resist insect penetration into lamp assembly.

The ballast housing shall be heavy wall cast aluminum, 319 alloy for high tensile strength. The housing shall be cast as an integral part of the fitter to prevent water entry into the

ballast compartment and to ensure high capacity heat sinking of ballast temperatures, keeping the ballast cooler and ensuring long life. The ballast mounting plate shall be cast aluminum and provide tool-less removal from the housing using 2ea finger latches.

The fixture shall be U.L. or E.T.L. listed. H.I.D. ballasts shall be high power factor with lamp starting down to -30 degree F. Medium base and mogul base porcelain sockets shall be 4KV rated. The ballast/socket assembly shall be pre-wired when ballast is located in the fitter. All compact fluorescent (PL) ballasts shall be instant start electronic with a starting temperature of down to 0 degrees F. They shall have a 4-pin socket to accept quad or triple tube lamps.

The fixture housing shall be 18" in diameter and 31" tall. Its basket shall be made up of a 15" tall decorative cast aluminum slotted band with 4 decorative cast "Y" shaped support legs. The band shall have four cast medallions finished in accent gold. The basket shall cradle a 16" in diameter by 15" tall clear lens having an 8" diameter aluminum neck. The roof shall be made of spun aluminum. It shall be made of vandal resistant clear polycarbonate or dent resistant (DR) clear acrylic.

NIGHTSKY™ STAR-SHIELD™ Roof Optics distribution shall be delivered by multi-segmented roof mounted reflector systems which eliminate upright and provide cut-off. The reflector cavity shall be made of specular anodized aluminum. Roof Optics Type 3 (RO3H-S) horizontal shall be used. House Side Shield (HSS) which will block up to 120° of light in any one direction shall be used to deflect the light from Gallatin Street.

Prior to coating, each assembly shall be chemically cleaned and etched in a 5-stage washing system which includes alkaline cleaning, rinsing, phosphoric etching, reverse osmosis water rinsing, and non-chrome sealing to ensure corrosion resistance and excellent adhesion for the finish coating. The finish coating shall be electrostatically applied semi-gloss, super durable polyester powder bake at 400 degrees for a durable and superior, color retentive finish. The total assembly shall be wrapped in shockproof wrapping or fully enclosed in corrugated cartons.

Product shall be backed by a minimum Five-year limited warranty.

Poles shall be delivered pre-drilled for all attachments. Hole locations shall be approved by the Engineer through shop drawing submittal.

The term "COMPLETE" shall encompass the pole, luminaries, pole accessories, wiring from base to luminaries and accessories, and other miscellaneous equipment required to complete the work. ORNAMENTAL SIGN FRAMES as shown on the plans will be paid for separately.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per EACH for ORNAMENTAL LIGHT UNIT, COMPLETE.

**ORNAMENTAL HANDRAIL:**

This work shall be in general accordance with Section 509 of the Standard Specifications, the plans, and as modified by this Special Provision.

The ORNAMENTAL HANDRAIL shall be installed at the northwest corner of the State House property as shown in the plans. The handrail shall be constructed to aesthetically match the railings in the northwest quadrant of the State House property.

The finish applied to the ORNAMENTAL HANDRAIL shall be as described in the special provision CLEANING & PAINTING METAL HANDRAIL.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per FOOT for ORNAMENTAL HANDRAIL.

**ORNAMENTAL STREET SIGN POST, COMPLETE:**

This work shall be in general accordance with Section 720 of the Standard Specifications, the plans, and as modified by this Special Provision.

Street sign posts shall be manufactured by Sternberg Lighting or equivalent approved by the City, in accordance with the specifications stated herein. (see details sheet for specific part numbers)

Posts shall be delivered pre-drilled to receive the ORNAMENTAL SIGN FRAMES. Hole locations shall be approved by the Engineer through shop drawing submittal.

The term "COMPLETE" shall encompass the pole and cap and other miscellaneous equipment required to complete the work.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per EACH for ORNAMENTAL STREET SIGN POST, COMPLETE.

**ORNAMENTAL STREET SIGN:**

This work shall be in general accordance with Section 720 of the Standard Specifications, the plans, and as modified by this Special Provision.

Street signs shall be manufactured by Sternberg Lighting or equivalent approved by the City, in accordance with the specifications stated herein. (see details sheet for specific part numbers)

Sign details such as color, lettering, etc. shall be approved by the Engineer through shop drawing submittal.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per EACH for ORNAMENTAL STREET SIGN.

**ORNAMENTAL SIGN FRAME:**

This work shall be in general accordance with Section 720 of the Standard Specifications, the plans, and as modified by this Special Provision.

Sign Frame shall be manufactured by Sternberg Lighting or equivalent approved by the City, in accordance with the specifications stated herein. (see details sheet for specific part numbers)

Frame model and location shall be approved by the Engineer through shop drawing submittal.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per EACH for ORNAMENTAL SIGN FRAME.

**SIGN PANEL, TYPE 1:**

This work shall be in general accordance with Section 720 of the Standard Specifications, the plans, and as modified by this Special Provision.

The sign panels shall be supplied without mounting holes, as they will be placed in the ORNAMENTAL SIGN FRAME(s).

**RELOCATE SIGN PANEL, TYPE 1 & TYPE 2:**

This work shall be in general accordance with Section 724 of the Standard Specifications, the plans, and as modified by this Special Provision.

The sign panels to be relocated are the "D" series "Historic National Road" and directional sign at the Kennedy Boulevard intersection. All other existing signs shall be removed and handled in accordance with the EXISTING FEATURES Special Provision.

**TEMPORARY DRAINAGE CONNECTION:**

This work shall be in general accordance with Section 550 of the Standard Specifications, the plans, and as modified by this Special Provision.

This work shall consist of constructing a temporary drainage connection as to not disrupt the existing or proposed flow during construction. Said connections shall be required between the existing drainage systems and proposed drainage system. Locations will include, but are not limited to; areas where the existing flow is disrupted prior to completion of the proposed conveyance system or areas where staged construction will require a temporary connection until completion of a future stage.

Work may include but is not limited to tee's, concrete collars, structures, pipes, backfill, excavation, removal, etc.

All labor, equipment, and materials required for this work shall be paid for at the Contract unit price per EACH for TEMPORARY DRAINAGE CONNECTION at the locations required.

**INLETS with TYPE 3V FRAME AND GRATE:**

This work shall be in general accordance with Section 602 of the Standard Specifications, Highway Standards 602301, 602306, and 604011, the plans, and as modified by this Special Provision.

The Contractor shall properly align the 3V grates in the frame before placing pavement.

An arrow dictating the direction of surface flow shall be stamped into the top of the curb prior to curing.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per EACH for INLETS, of the type specified, with TYPE 3V FRAME AND GRATE.

**RESTRICTED DEPTH INLETS:**

This work shall be in general accordance with Section 602 of the Standard Specifications, Highway Standards 602306 and 602601, the plans, and as modified by this Special Provision.

"Restricted Depth" refers to the use of a flat slab top due to limited clearance.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per EACH for RESTRICTED DEPTH INLETS of the size specified and with the type of grate or inlet specified.

**STEEL CASING BORED AND JACKED:**

This work shall be in general accordance with Section 552 of the Standard Specifications, Highway, the plans, and as modified by this Special Provision.

Section 552.02 shall be modified to read as follows.

**552.02 Materials.** Materials shall meet the following requirements.

Item	Article/Section
(a) Steel Pipe for Jacking in Place	n/a-see below

42" Steel Pipe for Jacking in Place shall conform to ASTM A139, Grade 8 with a yield strength of 35,000 psi. Prepare the ends of all steel pipe to be jacked in place for field welding at joints. Wall thickness is to be greater than 0.625"

48" Steel Pipe for Jacking in Place shall conform to ASTM A139, Grade B with a yield strength of 35,000 psi. Prepare the ends of all steel pipe to be jacked in place for field welding at joints. Wall thickness is to be greater than 0.688"

Section 552.05 shall be modified to read as follows.

**552.05 Joints.** All steel casing pipes must be square cut and have dead-even lengths which are compatible with the equipment. Joints are to be fully

welded. Ensure that joints are air-tight and continuous over the entire circumference of the pipe with a bead equal to or exceeding the minimum of either that required to meet the thickness criteria of the pipe wall for jacking and loading or service life. A qualified welder must perform all welding.

Section 552.09 is to be added and shall read as follows.

**552.09 Boring Failure.** If an obstruction is encountered which prevents completion of the installation in accordance with the design location and specifications; the pipe may be taken out of service and left in place at the discretion of the Engineer. Immediately fill the product left in place with excavatable flowable fill. Submit a new installation procedure and revised plans to the Engineer for approval before resuming work at another location. If damage is observed to any property, cease all work until a plan of action to minimize further damage and restore damaged property is submitted and approved by the Engineer.

All labor, equipment and materials required to complete this work, will be paid for at the contract unit price per FOOT for STEEL CASING BORED AND JACKED of the size specified, which price shall include the cost of excavation of the boring pit.

**STORM SEWERS JACKED IN PLACE, CLASS B:**

This work shall be in general accordance with Section 552 of the Standard Specifications, Highway, the plans, and as modified by this Special Provision.

This work will consist of pushing an referenced materials through a previously installed casing. The existing bore pit may be utilized for this work.

Section 552.02 shall be modified to read as follows.

**552.03 Materials.** Materials shall meet the following requirements.

Item	Article/Section
(a) Storm Sewer (Water Main Requirements) 12 inch 30" Plastic carrier pipe. Pipe shall conform to ANSI/AWWA C905 DR 51 with a pressure rating of 80 psi. Joints shall be gasketed and restrained. Wall thickness shall be 0.627"	n/a-see below
36" Plastic carrier pipe. Pipe shall conform to ANSI/AWWA C905 DR 51 with a pressure rating of 80 psi. Joints shall be gasketed and restrained. Wall thickness shall be 0.751"	

Section 552.05 shall be modified to read as follows.

**552.06 Joints.** The bell shall conform to section 6.2 of ASTM D3139. The seal shall meet the requirements of ASTM F477.

Section 552.09 is to be added and shall read as follows.

**552.09 Spacers.** Spacers required to hold the carrier pipe in position shall be Cascade Waterworks Mfg., Part No. CC-ER or approved equal.

All labor, equipment and materials required to complete this work, will be paid for at the contract unit price per FOOT for STORM SEWERS JACKED IN PLACE, CLASS B of the size specified, which price shall include the cost of backfilling the boring pit upon completion of the work.

**5' BRICK CIRCULAR PATTERN:**

This work shall be in general accordance with check sheet #LRS14 of the Supplemental Specifications and Recurring Special Provisions, the plans, and as modified by this Special Provision.

Patterns shall be constructed to shapes and dimensions shown in the plans. The brick pavers may be clay or concrete, but the color and texture shall closely match the Stamped Colored Portland Cement Concrete strip behind the curb. Samples shall be submitted to the City for approval in conjunction with the Stamped Colored Portland Cement Concrete color submittal.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per EACH for 5' BRICK CIRCULAR PATTERN.

**STAMPED COLORED PORTLAND CEMENT CONCRETE:**

This work shall be in general accordance with Section 424 of the Standard Specifications for Road and Bridge Construction, the plans, and as modified by this Special Provision.

The contractor shall submit a sample of the stamp pattern and color options for approval prior to placing any materials.

The stamps used shall create a weathered brick herringbone pattern with joints no more than 1/4 inch wide. The contractor will be required to prepare a 1 sq yd full-scale mock-up sample. Actual job specific materials, colors, methods and workmanship shall be provided by the Contractor. The accepted mock-up will be the standard by which remaining work will be evaluated for technical and aesthetic merit. The mock up may be in a location of proposed installation where it may remain if approved by the Engineer.

The contractor should be aware that quantities for this item may be reduced to accommodate existing features. A complete set of the stamps used and a quantity of the coloring agent sufficient for 200 square feet shall be provided to the city upon completion of the project at no additional cost to the contract.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per SQ FT for STAMPED COLORED PORTLAND CEMENT CONCRETE.

**PORTLAND CEMENT CONCRETE PAVEMENT, 8" (JOINTED) SPECIAL:**

This work shall be in general accordance with Section 420 of the Standard Specifications for Road and Bridge Construction, the plans, and as modified by this Special Provision.

This work shall consist of installation of 8 inch jointed concrete pavement stamped and colored to match the Stamped Colored Portland Cement Concrete placed behind the curb and gutter, in the crosswalk locations. A soldier course shall be stamped along the edges of the crosswalk as a border for the herringbone pattern. The area of the border is included in the total area calculated.

The contractor should be aware that quantities for this item may be reduced to accommodate existing features. A complete set of the stamps used and a quantity of the coloring agent sufficient for 200 square feet shall be provided to the city upon completion of the project at no additional cost to the contract.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per SQ YD for PORTLAND CEMENT CONCRETE PAVEMENT, 8" (JOINTED) SPECIAL.

**TREE GRATE ASSEMBLY, COMPLETE:**

This work shall be in general accordance with the plans, and as modified by this Special Provision.

Root Barriers shall be by Deep Root Barrier or approved similar. (see details sheet for specific part numbers)

Tree Grate Panels, Frames and Guard Assemblies shall be from Neenah Foundry Company or equivalent approved by the City, in accordance with the specifications stated herein. (see details sheet for specific part numbers)

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per EACH for TREE GRATE ASSEMBLY, COMPLETE.

**HANDICAP RAMP AND HANDRAIL, COMPLETE:**

This work shall be in general accordance with section 424 and 509 of the Standard Specifications for Road and Bridge Construction, the plans, and as modified by this Special Provision.

The plans require the construction of a Handicap Ramp with Handrail for access to an existing building. Specific locations, dimensions, and materials are included in the plans. The contractors will be required to construct the ramp in accordance with Americans with Disabilities Act (ADA) Code of Federal Regulations.

The handrail shall be Series 500 aluminum pipe railing by Superior Aluminum Products, Inc. or equivalent approved by the City.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per EACH for HANDICAP RAMP AND HANDRAIL, COMPLETE.

**MODULAR BLOCK RETAINING WALL:**

This work shall include installation of precast modular block retaining walls as shown in the plans. The blocks used shall be the VERSA-LOK Mosaic Retaining Wall System with the weathered option which includes VERSA-LOK Standard, Cobble, and Accent units, or an equivalent approved by the City.

The walls shall be constructed in accordance with the manufacturer's recommendations and all local building codes. The Contractor shall submit color samples and shop drawings for approval.

**BEDDING, HAUNCHING, & INITIAL BACKFILL FOR WATER MAINS:**

This work shall be done in accordance with Section 208 and Article 550.07 of the Standard Specifications for Road and Bridge Construction, the plans, and as modified by this Special Provision. References to bedding, haunching, and initial backfill in the Standard Specifications for Water and Sewer Main Construction shall supersede for Water and Sanitary Sewer.

As required by the City, bedding, haunching, and initial backfill shall be Course Aggregate or a Course Modified, IDOT gradation "Pea Gravel" - CA-15, CA-16, CM-15, or a CM-16.

All trenches for water and sanitary sewer mains shall have bedding, haunching, and initial backfill including those beyond the two (2) foot distance from sidewalk, pavement, etc.

All bedding shall be placed in no greater than four (4) inch lifts. No bedding shall be placed over any ponded and frozen water.

All labor, equipment, and materials required for this work shall be not be paid for separately but shall be included in the respective WATER MAIN (size specified), or other associated pay item work requiring trenching.

**ADJUSTING WATER MAIN:**

This work shall be in accordance with Sections 40-2.02 and 40-2.03 of the Standard Specifications for Water & Sewer Main, Section 561 of the Standard Specifications for Road and Bridge Construction, the plans, and as modified by this Special Provision. The size specified in inches refers to the inner, clear diameter of the circular pipe. "Water Main" refers to pipe that carries potable water to several customers, unlike a service line, which carries potable water to a single customer. References in Section 561 of the Standard Specifications for Road and Bridge Construction to AWWA specifications shall refer instead to applicable sections of the Standard Specifications.

Water Main Adjustments will all be paid per linear FOOT of ADJUSTING WATER MAIN of the size specified.

Precast concrete blocks must be used as Thrust Blocking. Solid concrete blocks are acceptable as supports for valves, hydrants, and etc. to prevent strain on pipe.

### Excavation

All excavation required for this work shall be included in the unit price for WATER MAIN of the size specified.

### Fittings

All fittings implied by bends, angles, tees, reducers, etc. shown in the plans and/or required to achieve proposed elevations that do not conflict with roadway and other utility work, unless specifically listed as an IDOT pay item in Proposals or on plan Summary of Quantities, shall not be paid for separately but shall be included in the Contract unit price per FOOT for ADJUSTING WATER MAIN of the size specified.

All fittings shall be ductile iron conforming to ANSI/AWWA C110 and shall be tar (seal; asphaltic) coated and cement lined. All bolts shall be Cor-ten tee head. All mechanical fittings shall have rubber (SBR) gaskets. All fittings, including valves, shall be restrained with mechanical restrainers and installed per manufacturer's recommendations. The Contractor may use thrust blocking in lieu of mechanical restrainers.

### Pipe Material & Joints

Polyvinyl Chloride (PVC) pipe shall be utilized for PVC WATER MAIN AND FITTINGS of the type specified on the plans.

PVC pipe shall conform to requirements of Section 40-2.03 and shall:

1. be AWWA Standard C 900;
2. be DR 18 pipe;
3. have a 150 pressure class;
4. have push on joints or mechanical joints with rubber (SBR) gaskets.

### Valves

The City utilizes Mueller A-2360 Resilient Wedge Gate Valves throughout their system therefore the Contractor will be required to provide and install the same type valves for this project. Valves shall be resilient seated valves conforming to AWWA C509, latest version, and shall have mechanically restrained end joint connections. Valves shall be non-rising stem type valves, shall be opened by counter clockwise turns and closed by clockwise turns. All valves shall have two (2) inch operating nuts.

The valve boxes shall be adjustable, cast iron, 5-1/4" diameter Tyler brand boxes with stabilizers installed, as utilized by the City throughout their system currently, and with the tops marked "WATER". The valve boxes shall rest on a concrete pad as shown in the plans. Furnishing, installing, adjusting to final surface, and furnishing and installing extensions as required for these valve boxes shall be included in the cost for ADJUSTING WATER MAIN of the size specified.

The over dig areas around valve installations shall be backfilled with material, and in a manner conforming to, requirements of BEDDING, HAUNCHING, & INITIAL BACKFILL FOR WATERMAINS, herein, wherever applicable. The costs for all excavation, backfilling, and backfill material for this item shall be included in the unit cost price for ADJUSTING WATER MAIN of the size specified.

### Blocking

Thrust blocking shall be constructed in accordance with Section 41-2.09 of the Standard Specifications and plan details. All thrust blocking shall be pre-cast concrete blocking as shown in plans. The Contractor will not receive additional compensation for this work but shall include it in the Contract unit price per FOOT for ADJUSTING WATER MAIN.

#### Bury Depth

All mains shall be installed a minimum of forty-two (42) inches below the existing or proposed surfaces to the top of the main, whichever is lower, conforming to proposed roadway features and existing utilities to remain in place as mentioned previously herein, unless otherwise noted on the plans. The Contractor is responsible for increasing depths at no additional cost to the Contract.

#### Tracer Wire:

Number 12 gauge copper wire shall be installed one (1) foot above the top of all water main pipes in trenches, including those in casing pipes for subsequent "tracing", or locating by electrical means, installed mains. Pipes that are bored, at the prerogative of the Contractor, and pipes that are bored and jacked, shall also have tracer wires installed with them. Tracer wires shall be wrapped around valve boxes and hydrants at locations specified by the City. The Contractor will not receive additional compensation for this work but shall include it in the Contract unit price per FOOT for ADJUSTING WATER MAIN.

#### Dewatering

All excavations shall be kept dewatered during construction operations until backfill is in place. A trench or other excavation will only be considered sufficiently dewatered per each day's operations. The Contractor will not receive additional compensation for dewatering operations determined to be necessary by him/her or those required by the Engineer except as described herein.

#### Bedding and Backfilling

Bedding, haunching, initial backfill, final backfill, and backfilling pay limits shall be as that described herein by Special Provisions titled: BEDDING, HAUNCHING, & INITIAL BACKFILL FOR WATER MAINS. Bedding and backfilling shall be paid for as noted in said Special Provisions.

#### Testing

Hydrostatic tests and disinfection checks and testing shall be performed by the Contractor in accordance with applicable sections of the Standard Specifications. The Contractor shall provide all equipment and personnel necessary to carry out testing herein, including payment to the City for water utilized during testing and flushing and shall not receive additional compensation for this work but shall include it in the Contract unit price per FOOT for ADJUSTING WATER MAIN.

All sections of water main shall be pressure tested in accordance with Section 41-2.13 of the Standard Specifications at a pressure of 150 pounds per square inch (psi) for a period of four (4) hours. Allowable leakage will be calculated in gallons per hour for each pipe section being tested. The Contractor shall provide suitable taps in the line to produce at least two (2) feet per second velocity for flushing the water main where hydrants are not available.

All sections of water main shall be disinfected in accordance with Section 41-2.14 of the Standard Specifications (generally coincides with Article 561.05 of the Standard

Specifications for Road and Bridge Construction). The Contractor shall apply either Method (1) or (2) described in Section 41-2.14C, however, Method (3), tablet disinfection, will not be allowed.

All labor, equipment, and materials required for this work shall be paid for at the Contract unit price per FOOT for ADJUSTING WATER MAIN of the size specified.

**ADJUSTING WATER VALVE BOXES:**

This work shall be in accordance with Sections 40-2.02 and 40-2.03 of the Standard Specifications for Water & Sewer Main, Section 561 of the Standard Specifications for Road and Bridge Construction, the plans, and as modified by this Special Provision. References in Section 561 of the Standard Specifications for Road and Bridge Construction to AWWA specifications shall refer instead to applicable sections of the Standard Specifications.

All water main valve boxes encountered during construction shall be adjusted to proposed grade with new valve boxes.

The valve boxes shall be adjustable, cast iron, 5-1/4" diameter Tyler brand boxes with stabilizers installed, as utilized by the City throughout their system currently, and with the tops marked "WATER". The valve boxes shall rest on a concrete pad as shown in the plans. Furnishing, installing, adjusting to final surface, and furnishing and installing extensions as required for these valve boxes shall be included in the cost for ADJUSTING WATER VALVE BOXES.

**Excavation**

All excavation required for this work shall be included in the unit price for ADJUSTING WATER VALVE BOXES.

The over dig areas around valve installations shall be backfilled with material, and in a manner conforming to, requirements of BEDDING, HAUNCHING, & INITIAL BACKFILL FOR WATERMAINS, herein, wherever applicable. The costs for all excavation, backfilling, and backfill material for this item shall be included in the unit cost price for ADJUSTING WATER VALVE BOXES.

**Tracer Wire:**

Number 12 gauge copper wire shall be installed in valve boxes and connected to existing tracer wire or iron water main pipe for subsequent "tracing", or locating by electrical means, installed mains. Tracer wires shall be wrapped around valve boxes and hydrants at locations specified by the City. The Contractor will not receive additional compensation for this work but shall include it in the Contract unit price per FOOT for ADJUSTING WATER VALVE BOXES.

**Dewatering**

All excavations shall be kept dewatered during construction operations until backfill is in place. A trench or other excavation will only be considered sufficiently dewatered per each day's operations. The Contractor will not receive additional compensation for dewatering operations determined to be necessary by him/her or those required by the Engineer except as described herein.

Bedding and Backfilling

Bedding, haunching, initial backfill, final backfill, and backfilling pay limits shall be as that described herein by Special Provisions titled: BEDDING, HAUNCHING, & INITIAL BACKFILL FOR WATER MAINS. Bedding and backfilling shall be paid for as noted in said Special Provisions.

All labor, equipment, and materials required for this work shall be paid for at the Contract unit price per EACH for ADJUSTING WATER VALVE BOXES.

**ADJUSTING WATER SERVICE LINES:**

This work shall be in accordance with the Standard Specifications, Section 562 of the Standard Specifications for Road and Bridge Construction, the plans, and as modified by this Special Provision.

The locations of the service lines shown on the plans are approximations; the contractor shall locate all service line locations. There will be no additional compensation for the exact determinations of the service lines. All service lines supplied need to be connected to a new meter.

This work shall include all necessary excavation, backfilling, and backfilled with material, in a manner conforming to, requirements of BEDDING, HAUNCHING, & INITIAL BACKFILL FOR WATER MAINS, herein, in all locations. This requires that coarse aggregate backfill material be utilized in all locations. The costs for all excavation and backfilling shall be included in the unit price cost for ADJUSTING WATER SERVICE LINES.

The water service lines shall be 1" copper tubing in accordance with ASTM B88, unless otherwise noted on the plans. All designations of copper tubing are nominal size. All copper tubing to be installed underground shall be annealed (soft) type K. Copper pipe fittings shall be from one manufacturer and shall be the approval of the City.

All references in Section 562 of the Standard Specifications for Road and Bridge Construction to Trench Backfill and Article 550.07 shall be replaced with reference to these Special Provisions

All labor, equipment, and materials required for this work shall be paid for at the Contract unit price ADJUSTING WATER SERVICE LINES. All connections and piping must conform to Illinois Plumbing Code.

**DOMESTIC WATER SERVICE BOXES AND METER VAULTS TO BE ADJUSTED:**

This work shall be in accordance with the Standard Specifications, the plans, and as modified by this Special Provision.

All curb stop boxes and meter vaults within the construction limits shall be adjusted to the proposed grade. The adjustment of the curb stop boxes shall include installation of new Tyler 6500 Series boxes, or equivalent approved by the City. Additional box extensions shall be furnished and installed by the Contractor, as required, to adjust the final surface at no additional cost to the Contract. The boxes shall be installed perpendicular to level, using a carpenter's level.

This work shall include all necessary excavation, backfilling, and backfilled with material, in a manner conforming to, requirements of BEDDING, HAUNCHING, & INITIAL BACKFILL FOR WATER MAINS, herein, wherever applicable. The costs for all excavation, backfilling, and backfill material for this item shall be included in the unit price cost for the DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED or DOMESTIC WATER METER VAULTS TO BE ADJUSTED.

All labor, equipment, and materials required for this work shall be paid for at the Contract unit price per EACH for DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED or DOMESTIC WATER METER VAULTS TO BE ADJUSTED.

**FIRE HYDRANTS TO BE RELOCATED:**

This work shall be in accordance with Article 45-2.02 of the Standard Specifications, the plans, and as modified by this Special Provision.

Hydrants shall be positioned in the general location as shown on the plans with nozzles facing streets as required by the Engineer. Only one (1) hydrant shall be relocated at a time. Additional hydrants shall not be taken off line until the previously relocated hydrant is in working order. The Contractor shall notify the Engineer prior any hydrant relocations. Hydrants must be put back in service the same day they are taken out of service.

Thrust blocking shall be constructed in accordance with Section 41-2.09 of the Standard Specifications and plan details. Precast concrete blocks for thrust blocking around hydrants can be utilized. Any cast-in-place thrust blocking shall be Class SI Portland Cement Concrete per Section 1020 of the Standard Specifications for Road and Bridge Construction and shall not surround bolts and flanges. The Contractor will not receive additional compensation for this work but shall include it in the Contract unit price.

All relocated hydrants shall be installed with a new auxiliary gate valve and valve box the cost of which shall be included in the unit price cost for FIRE HYDRANTS TO BE RELOCATED and shall be Mueller A-2360-16 gate valves. Hydrant extensions that may be required shall be provided and installed at each location by the Contractor at no additional cost to the Contract.

This work shall include all necessary excavation, backfilling, and backfilled with material, in a manner conforming to, requirements of BEDDING, HAUNCHING, & INITIAL BACKFILL FOR WATER MAINS, herein, wherever applicable, except that the backfill material around the hydrant itself shall be IDOT gradation CA-7. The costs for all excavation, backfilling, and backfill material for this item shall be included in the unit price cost for the FIRE HYDRANTS TO BE RELOCATED.

All labor, equipment, and materials required for this work shall be paid for at the Contract unit price per EACH for FIRE HYDRANTS TO BE RELOCATED except any additional pipe and fittings shall be paid for at the Contract unit price per FOOT for ADJUSTING WATER MAIN of the size specified.

**STEEL CASING 16":**

Steel Casing 16" as called out by the plans shall be installed when the required eighteen (18) inch separation between water and sewer mains cannot be obtained. The casing shall be paid for at the contract unit price per lineal foot. Payment shall include all labor, materials and equipment necessary to construct the conduit and casing complete, including excavation and backfill, shoring and bracing, furnishing and installing casing pipe, carrier pipe and all other work necessary for a complete installation.

The quantity in the plans is estimated to obtain a unit price for this work. The quantity for this item may be adjusted as necessary by the Engineer or eliminated completely.

All labor, equipment, and materials required for this work shall be paid for at the Contract unit price per FOOT for STEEL CASING 16".

**ADJUST SANITARY SEWER CLEANOUT:**

Any sanitary sewer lateral cleanouts encountered within the construction limits shall be adjusted to the proposed grade as shown on the plans. Frame and lids used shall be Neenah R-1973-A or an equivalent approved by the City. All pipe and fittings used shall be schedule 40 PVC except flexible coupling used to connect to existing riser pipe shall be an elastomeric PVC (Fernco or similar) with stainless steel clamps.

This work shall include all necessary excavation, backfilling, and backfilled with material, in a manner conforming to, requirements of BEDDING, HAUNCHING, & INITIAL BACKFILL FOR WATER MAINS, herein, wherever applicable. The costs for all excavation, backfilling, and backfill material for this item shall be included in the unit price cost for ADJUST SANITARY SEWER CLEANOUT.

All labor, equipment, and materials required for this work shall be paid for at the Contract unit price per EACH for ADJUST SANITARY SEWER CLEANOUT.

**HISTORICAL MARKER SIGN POST, COMPLETE:**

This work shall be in general accordance with Section 720 of the Standard Specifications, the plans, and as modified by this Special Provision.

Sign posts shall be manufactured by Sternberg Lighting or equivalent approved by the City, in accordance with the specifications stated herein. (see details sheet for specific part numbers)

Posts shall be delivered pre-drilled to receive the ORNAMENTAL SIGN FRAME. Hole locations shall be approved by the Engineer through shop drawing submittal.

The term "COMPLETE" shall encompass the pole, sign frame, and cap and other miscellaneous equipment required to complete the work, including the thickened sidewalk section and anchor bolts.

All labor, equipment, and material required for this work shall be paid for at the Contract unit price per EACH for HISTORICAL MARKER SIGN POST, COMPLETE.

DWL



TRANSPORTATION  
Nancy B. Reynolds  
Specialist  
Contract Administration

500 Water Street, SC J180  
Jacksonville, FL 32202-4423  
(904) 633-1521  
FAX: (904) 633-3450  
E-Mail: Nancy\_Reynolds@csx.com

December 11, 2006

Agreement No. CSX-056775  
Customer Reference No.:  
Stormwater Pipe in 6th St.

Mr. Ron Neibert  
Vandalia City Administrator  
City of Vandalia  
City Hall  
219 South Fifth Street  
Vandalia, IL 62471

FEB - 5 2007

Re: Installation of pipeline(s) in Vandalia, Illinois,  
located within the confines of a public road right-of-way.

Dear Mr. Neibert:

Attached is your fully-executed original of Agreement No. CSX-056775, dated November 13, 2006.

CSXT is requiring that a CSXT appointed inspector be present during construction, in addition to the CSXT standard flagging services. Additional review is required to ensure that the construction/installation satisfies CSXT's construction requirements for the approved design.

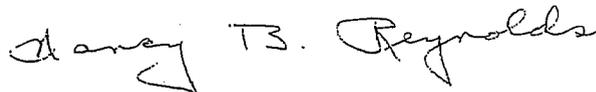
**It is your responsibility to provide this information to your field personnel or contractor. Any work on CSXT's corridor must be coordinated with this office by following these steps:**

1. Submit the completed Project Request Form (attached) by fax to (904) 633-3440 at least thirty (30) days in advance of the date you desire to commence the project. (30 days is a minimum requirement, additional time may be required);
2. An inspector will be assigned by CSXT and their contact information provided to the Project Contact listed on the form;
3. If no response is received after one week of faxing the Project Request Form to this office, follow up by calling the telephone number provided on the Project Request Form.

Licensee is responsible for paying the actual cost of CSXT flagging, inspection and/or support services including all applicable surcharges (collectively "Fees"). Licensee may be required to submit a deposit for the estimated costs of the Fees. Once the Project Request Form is received, you will be contacted concerning the deposit amount and scheduling of the work.

This agreement, and your right to an encroachment, will expire on November 12, 2031. Please make a note of this date. If you require to utilize CSXT property beyond that date, it is your responsibility to contact us, at least 30 days prior to expiration of the agreement.

Very truly yours,



Nancy B. Reynolds

Attachment

For current or future requests, download the most current application packages for pipes, wires, etc... at [http://www.csx.com/?fuseaction=general.csxp\\_lease](http://www.csx.com/?fuseaction=general.csxp_lease)

For CSXT Valuation/Property Map requests, please visit [http://www.csx.com/?fuseaction=general.csxp\\_map](http://www.csx.com/?fuseaction=general.csxp_map)



**PROJECT REQUEST FORM**

Please Submit Completed form To: Ms. Becky Snyder  
CSX Transportation  
500 Water Street, J180  
Jacksonville, FL 32202  
Date of Request: \_\_\_\_\_ Fax: (904) 633-3440

**All Information Must be Typed or Clearly Printed**

CSX Agreement Number CSX-056775

Licensee: CITY OF VANDALIA

Licensee's Reference Number: STORMWATER PIPE IN 6TH ST

**Billing Information: Please Provide the Current Billing Information**

Contact Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Project Information: Provide Current Project Contact Information if different from Billing Information**

Contact Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

On Site Coordinator: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Requested Start Date: \_\_\_\_\_ Projected Completion Date: \_\_\_\_\_

*Please direct any questions regarding this form to:  
Ms. Becky Snyder (904) 633-3405*

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above  
**CSX Transportation, Inc.**

Check appropriate box:  Individual/  
Sole proprietor  Corporation  Partnership  Other ▶ .....  Exempt from backup  
withholding

Address (number, street, apt. or suite no.)  
**500 Water St, J180**

City, state, and ZIP code  
**Jacksonville, FL 32202**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
| | + | + | | |

or

Employer identification number  
**546000720**

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ **Mark A. Bennett** Date ▶ **07-08-2005**

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

## PIPELINE CROSSING AGREEMENT

THIS AGREEMENT, Made and effective as of November 13, 2006, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF VANDALIA, a municipal corporation, political subdivision or state agency, under the laws of the State of Illinois, whose mailing address is City Hall, 219 South Fifth Street, Vandalia, Illinois 62471, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct, use and maintain a pipeline, solely for the transmission of stormwater, hereinafter called "Pipeline." under or across property owned or controlled by Licensor at or near Vandalia, County of Fayette, State of Illinois, located at Valuation Station 9092+20, Milepost QS-172.30, St. Louis Line Subdivision, hereinafter called the "Crossing," as shown on print of Drawing No. NR-056775, dated October 18, 2006, attached hereto and made a part hereof; other details and data pertaining to said Pipeline being as indicated on Application Form, dated November 2, 2006, also attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Crossing for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change said Pipeline at the Crossing above for the term herein stated, and to remove same upon termination.

1.2 The term Pipeline, as used herein, shall include only the pipes, ducts, casing, vents, manholes, connectors, fixtures, appliances and ancillary facilities devoted exclusively to the transmission usage above within the Crossing, and as shown on attached Application Form.

1.3 No additional pipeline or other facilities shall be placed, allowed or maintained by Licensee in, upon or along the Crossing except upon separate prior written consent of Licensor.

**2. ENCROACHMENT INVENTORY FEE; TERM:**

2.1 In lieu of annual payments and in consideration of Licensor's waiver of future fee increases, Licensee shall pay Licensor a one-time nonrefundable Encroachment Inventory Fee of EIGHT THOUSAND AND 00/100 U.S. DOLLARS (\$8,000.00) upon execution of this Agreement. Licensee agrees that the Encroachment Inventory Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Pipeline or Crossing.

2.3 This Agreement shall terminate (1) November 12, 2031, or (2) as herein provided, but shall also terminate upon (a) default, (b) Licensee's cessation of use of the Pipeline or Crossing for the purpose(s) above, (c) removal of the Pipeline, (d) subsequent mutual consent; and/or (e) failure of Licensee to complete installation within 5 (five) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Pipeline and appurtenances, and/or maintenance thereof, or for any public works project of which said Pipeline is a part.

**3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove said Pipeline, in a prudent, workmanlike manner, using quality materials and complying with: any applicable standard(s) or regulation(s) of Licensor (A.R.E.M.A. Specifications) and Licensee's particular industry, and/or any governmental or regulatory body having jurisdiction over the Crossing or Pipeline.

3.2 Location and construction of Pipeline shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor, and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All Licensee's work and exercise of rights hereunder shall be undertaken at time(s) satisfactory to Licensor and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Pipeline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by

Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to Pipeline, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Pipeline, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Crossing shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to Pipeline.

#### **4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Crossing for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (20 CFR 1926.651(b), et al.), and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

**5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) Support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) Backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) Either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner as Licensor may approve.

5.2 After construction or maintenance of Pipeline, Licensee shall:

- (A) Restore said track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of Pipeline or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Crossing area for a period of three (3) years after completion of installation.

**6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's right-of-way and property necessitate any change of location, height or depth of Pipeline or Crossing, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in Pipeline or Crossing to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

**7. PIPE CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of Pipeline and Crossing in relation to the existing tracks and facilities, and shall relocate Pipeline or change Crossing, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of this Agreement or of any public authority.

7.2 If Licensee undertakes to revise, renew, relocate or change all or any part of Pipeline (including any change in circumference, diameter or radius of pipe or carrier pipe, change in operating pressure, or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before any such change is made. After approval the terms and conditions of this Agreement shall apply thereto.

## **8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Pipeline/Crossing herein permitted may not presently interfere with Licensor's railroad operations or facilities, in the event that the operation, existence or maintenance of said Pipeline, in the sole judgment of Licensor, causes: (a) interference (physical, magnetic or otherwise) with Licensor's communication, signal or other wires, powerlines, train control system, or facilities; or (b) interference in any manner with the operation, maintenance or use of the right-of-way, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly take such remedial action or make such changes in its Pipeline as may be required in the reasonable judgment of Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so, at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect Licensee's Pipeline, Licensor hereby reserves the right to inspect same and to require Licensee to undertake necessary repairs, maintenance or adjustments to Pipeline, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

## **9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 Licensee hereby assumes, and, to the fullest extent permitted by State law (Constitutional or Statutory, as amended), shall defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, presence, existence, repair, maintenance, replacement, operations, use or removal of Pipeline or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of pipeline, wherein agents, equipment or personnel of Licensee are on the railroad right-of-way, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's right-of-way involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or Pipeline in, on, over or under the Occupancy, including loss of or any interference with use thereof, regardless of cause, including electrical field creation, fire or derailment arising out of rail operations. For this Section, the term "Licensee's Property" shall include pipe contents as well as property of third parties situated or placed upon Licensor's right-of-way by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Crossing area, arising from or in connection with the use of this Crossing or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through said Pipeline; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Pipeline leakage.

9.4 Obligations of Licensee hereunder to defend, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the right-of-way on which the Crossing is located, and their respective officers, agents and employees.

9.5 If a claim is made or action is brought against either party, for which the other party may be responsible hereunder, in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such claim or action.

9.6 Notwithstanding anything contained in this Agreement, the limitations of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

## 10. INSURANCE:

10.1 Prior to commencement of surveys, construction or occupation of Crossing pursuant to this Agreement, Licensee shall procure, and shall maintain during the continuance of this Agreement, at Licensee's sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180,

500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code C907 at the address listed above.

10.2 If said CGL policy does not automatically cover Licensee's contractual liability during periods of survey, construction, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

10.5 In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Crossing, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

## 11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee, or any contractor of Licensee, to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

11.2 If Licensor deems it advisable, during the progress of any construction, maintenance, repair, renewal, alteration, change or removal of said Pipeline, to place watchmen,

flagmen, inspectors or supervisors at the Crossing for protection of operations of Licensor or others on Licensor's right-of-way, and to keep persons, equipment and materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

## **12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or pipe changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" work) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor, subject to Licensee's budgetary rules. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all materials used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate(s). Licensor may, at its discretion, require advance deposit for estimated costs and expenses associated herein.

## **13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment inventory fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

## **14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of: (a) revocation, (b) termination, (c) subsequent agreement, or (d) Licensee's removal of Pipeline from the Crossing. However, neither revocation nor termination of this Agreement shall affect any claims and liabilities which may have arisen or accrued hereunder, and which at the time of

termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove Pipeline from the right-of-way of Licensor, unless the parties hereto agree otherwise, (b) restore property of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

**15. NOTICE:**

15.1 Licensee shall give Licensor's Division Engineer (Western Division, 14955 Sprague Road, Strongsville, OH 44136) at least thirty (30) days written notice before doing any work on Licensor's right-of-way, except that in cases of emergency shorter notice may be given to said Division Engineer. The rail operations emergency phone number for Licensor is: 1-800-232-0144. The emergency phone number for Licensee is: 1-618-283-1296.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Administration, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered effective upon: (a) actual receipt, or (b) date of refusal of such delivery.

**16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Crossing.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such

revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

**17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Right-of-Way in the Crossing occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Right-of-Way in the Crossing, and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Right-of-Way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Right-of-Way occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Right-of-Way. Licensee further acknowledges that it does not have the right to occupy any portion of the Right-of-Way held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the presence of Licensee's facilities in, on, or along the Crossing, including claims for punitive or special damages.

17.5 Licensee shall not at any time own, or claim any right, title or interest in or to Licensor's property occupied by the Crossings, nor shall the exercise of this Agreement for any

length of time give rise to any right title or interest in License, to said property other than the license herein created.

**18. GENERAL PROVISIONS:**

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Pipeline and Crossing are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

Dancy T. Reynolds

CSX TRANSPORTATION, INC.

By: Judith A. Vaughn

Print/Type Name: Judith A. Vaughn  
Director

Print/Type Title: Corridor & Contract Administration

Witness for Licensee:

Deggy Bowen  
City Clerk

CITY OF VANDALIA

By: Ricky J. Gottman

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: Ricky J. Gottman

Print/Type Title: Mayor

Tax ID No. 37-6000799

Authority under Ordinance or  
Resolution No. 2006-12-4-E,  
dated December 4, 2006



APPLICATION FOR PIPELINE CROSSING OR PARALLELING  
PROPERTIES AND TRACK

Submit one original and one copy of both the application and drawing along with a \$750.00 **nonrefundable** Application Fee to CSX Transportation, Property Services J180, 500 Water Street, Jacksonville, FL 32202.

Application and plans must be approved and written authority received from the Railroad before construction is begun. Your proposal and construction must be in accordance with CSXT's Specifications and any current governing laws or regulations. Note: Specifications furnished in the Application Package are to be used as a guideline only. CSXT reserves the right to approve or decline any application.

**PLEASE SIGN BEFORE COMPLETING:**

Agreement No.: CSX-056775

I affirm the information I am furnishing in this application will comply with the current CSX Standards, governing laws or regulations, and accurately reflects the proposed construction plans:

Signature: Butch W Cheatham

Application Date: 11-2-2006

<b>Project Owner Information:</b>	<input type="checkbox"/> Check here if agreement should be mailed to this address
1. Complete <u>Legal Name of applicant as it would appear in a legal document (inaccurate information will delay your request):</u> <u>City of Vandalia</u>	
2. Company Contact Name: <u>Ron Neibert</u> Title: <u>Vandalia City Administrator</u>	
3. Telephone: <u>(618) 283-1152</u> Fax: <u>(618) 283-3642</u> E-Mail: <u>Vandalia @swetlandcom.com</u> Company Emergency Contact Number (in case of derailment, pipe failure, etc.): <u>(618) 283-1296</u>	
4. Street Address: <u>City Hall, 219 South Fifth Street</u> City: <u>Vandalia</u> State: <u>IL</u> Zip: <u>62471</u>	
5. Type of business: <input type="checkbox"/> Corporation (State of incorporation _____) <input type="checkbox"/> Partnership (Type and State of Partnership _____) <input type="checkbox"/> Individual <input type="checkbox"/> Developer <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Other _____	

<b>Engineer/Consultant Information:</b>	<input checked="" type="checkbox"/> Check here if agreement should be mailed to this address
6. Company Name: <u>Henry, Meisenheimer &amp; Gende, Inc.</u>	
7. Company Contact Name: <u>Butch W. Cheatham</u> Title: <u>Project Engineer</u>	
8. Telephone: <u>(618) 594-3711</u> Fax: <u>(618) 594-8217</u> E-Mail: <u>bcheatham@hmgengineers.com</u>	
9. Street Address: <u>1075 Lake Road, P. O. Box 70</u> City: <u>Carlyle</u> State: <u>IL</u> Zip: <u>62231</u>	

<b>Project Information:</b>	<i>(Note: Metric Information will <b>NOT</b> be accepted.)</i>
10. Is this installation: <input checked="" type="checkbox"/> New <input type="checkbox"/> Revision to existing <input type="checkbox"/> Attachment to existing <input type="checkbox"/> Upgrade to existing	
11. If not a new installation, furnish existing Agreement Number: <u>N/A</u>	
12. If this installation is to be a supplement to your master (general) agreement, furnish: Agreement Number: <u>N/A</u> Date: _____	
13. Your Reference Number: <u>N/A</u>	
14. Work to be performed by: <input type="checkbox"/> Applicant's employees <input type="checkbox"/> Contractor Name: _____ <input checked="" type="checkbox"/> Contractor Is Applicant an Aegis member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contractor Name: <u>Construction will be advertised for bids</u>	
15. Town Location: <u>Vandalia</u> County: <u>Fayette</u> State/Province: <u>IL</u>	

(Form continued on Page 2)

6th Street Storm Sewer/RR Crossing

11/2/06

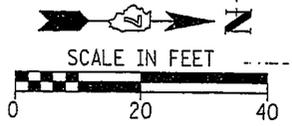
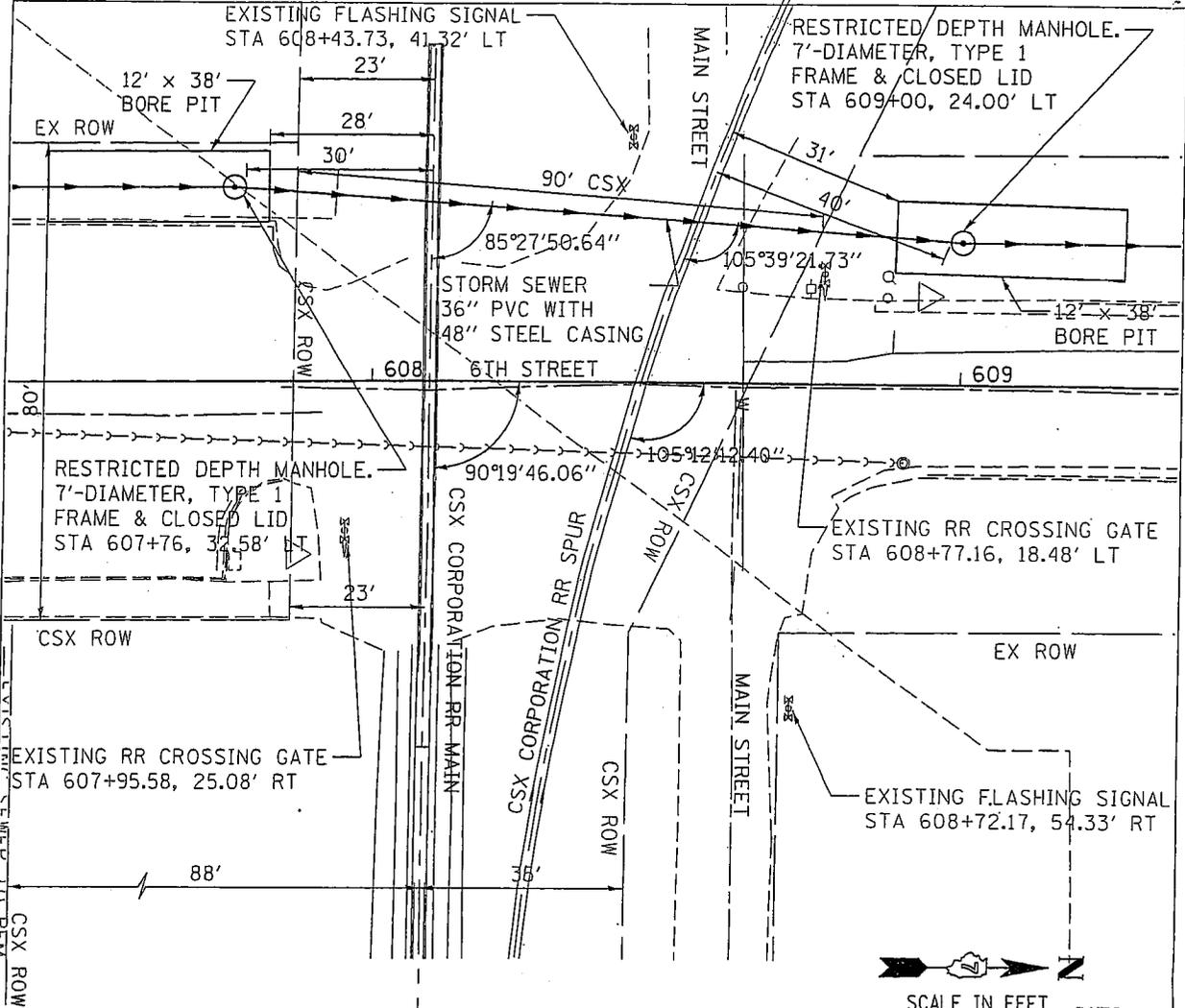
**Project Information Cont'd:**

16. Product to be Conveyed: Storm Water Flammable:  Yes  No  
 Temperature: 60°F
17. Maximum Working Pressure: N/A Field Test Pressure: N/A Type Test: N/A
18. Location of Shut-Off Valves: N/A
19. Number:  Manholes  Other (describe) None  
 to be located within Railroad corridor. **Manholes shall be flush with top of ground and dimensions of ancillary structures are required on drawing.**
20. Distance from manholes/other to nearest track: 26 Ft.
21. Angle of Crossing: 85°27'51" Number of Tracks to be crossed: 2 (1 main, 1 spur)
22. **PIPE SPECIFICATIONS:**
- |  | <b>CARRIER PIPE:</b>  | <b>CASING PIPE:</b>    |
|--|---|------------------------|
| Material                               | <u>Plastic</u>  | <u>Steel</u>           |
| Material Specifications & Grade        | <u>ANSI/AWWA C905 DR51</u>  | <u>ASTM A139, GR B</u> |
| Minimum Yield Strength of Material PSI | <u>Pressure Rating 80 psi</u>   | <u>35,000 psi</u>      |
| Inside Diameter                        | <u>36" Nominal</u>  | <u>48" Nominal</u>     |
| Wall Thickness                         | <u>0.751"</u>   | <u>0.688"</u>          |
| Outside Diameter                       | <u>38.300"</u>  | <u>49.376"</u>         |
| Type of Seam                           | <u>Gasketed</u>   | <u>Welded</u>          |
| Kind of Joints                         | <u>Restrained</u>   | <u>Butt</u>            |
| Total Length Within Railroad R/W       | <u>90 Ft.</u>   | <u>90 Ft.</u>          |
| Tunneling (Liner Plates)               | <i>Note: <b>Attach manufacturer's shop detail and computations that include plate thickness and gage.</b></i> |                        |
- Vents: Number N/A Size \_\_\_\_\_ Height above ground \_\_\_\_\_
- Seals:  One End  Both Ends
- Bury depth: Base of rail to top of casing: 6 feet 6 inches  
 Not beneath tracks: 5 feet 9 inches  
 (Below ditches) N/A feet, \_\_\_\_\_ inches
- Cathodic Protection:  Yes  No Protective Coating:  Yes (Kind) \_\_\_\_\_  No
23. Method of installation: Bore and Jack (Note: Directional boring is prohibited. See specs)
24. Location of boring pits from adjacent track @ 90°: Launching Pit: 31 ft., Receiving Pit: 28 ft.
25. Temporary track support or rippapping required?  Yes  No (Describe and Detail on Drawing)
26. Wires, poles, obstructions to be relocated?  Yes  No (Describe and Detail on Drawing)
27. Is this both a Crossing and Parallelism?  Yes  No
28. Crossing location: 1053 feet West (direction) from Railroad Milepost: 172  
 If known: Valuation Station: Unknown Valuation Map Number: Unknown  
 If known: Latitude/Longitude: Unknown  
 If known: Street Address of Crossing/Parallelism: 6th Street
29. Parallelism location: Beginning: N/A feet \_\_\_\_\_ (direction) from RR Milepost: \_\_\_\_\_  
 and Ending: \_\_\_\_\_ feet \_\_\_\_\_ (direction) from RR Milepost: \_\_\_\_\_
30. Total length on Railroad R/W: 90 Ft. Length Crossing: 90 Ft. Length Paralleling: 0
31. Will line be entirely within a public road R/W?  Yes  No DOT/AAR Crossing No.: 546 495N  
 \*\* If you answered yes, road name, number, and width of public right-of-way are required on drawing
32. a) Will this occupancy connect to an existing facility within Railroad corridor?  Yes  No  
 b) If Yes, name facility owner(s): \_\_\_\_\_

**Railroad Use Only:**

Division Western Subdivision St. Louis Line No. of Crossings: 1  
 Absolute No.: V64070 Valuation Section/Map No.: V5/24.5  
 Valuation Station: 9092 + 20  
 Milepost: 05-172.30 CSX-056775

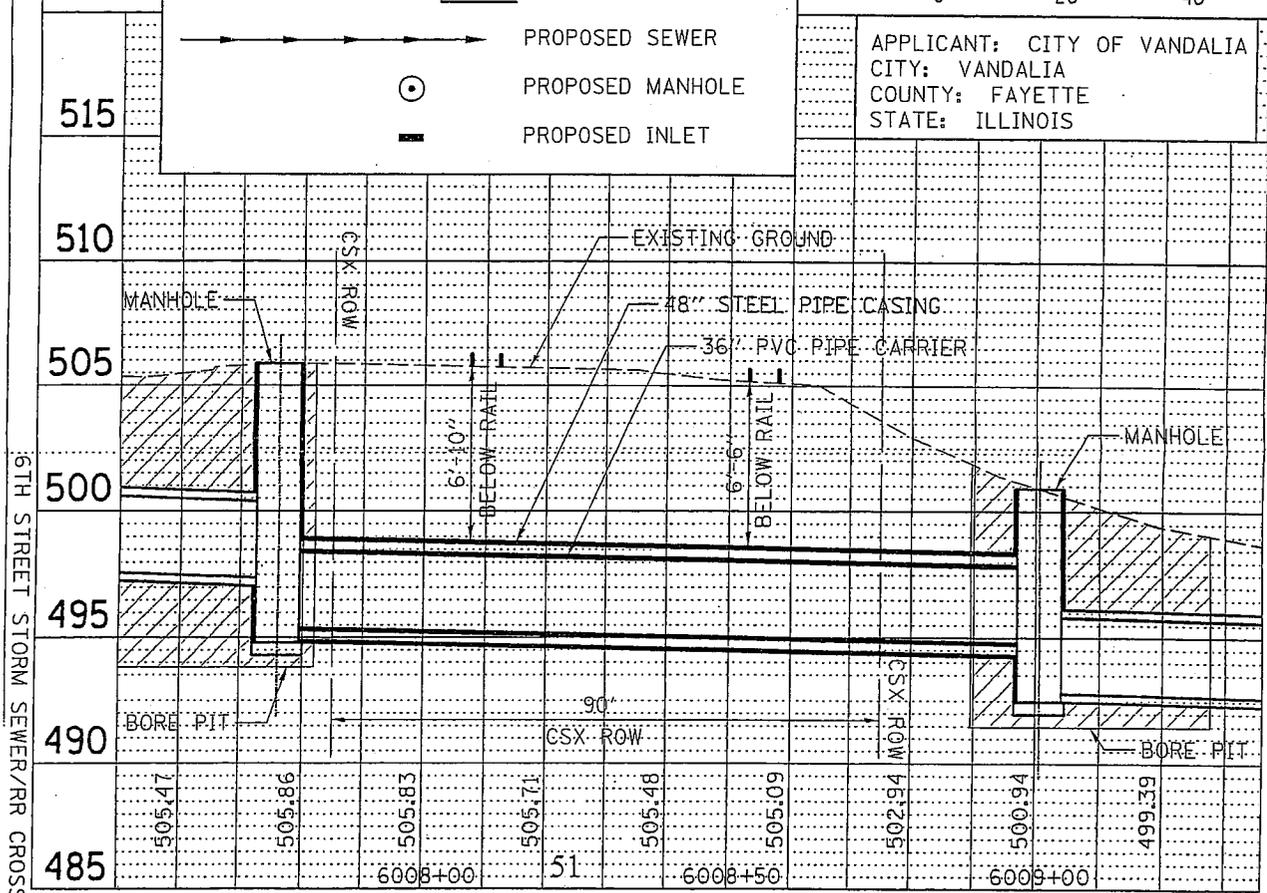
Roadmaster No.: 166 Contr. Type: PIPRW Fiber? N



**LEGEND**

PROPOSED SEWER  
 PROPOSED MANHOLE  
 PROPOSED INLET

APPLICANT: CITY OF VANDALIA  
 CITY: VANDALIA  
 COUNTY: FAYETTE  
 STATE: ILLINOIS



6TH STREET STORM SEWER/RR CROSSING

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

SPECIAL PROVISION  
FOR  
INSURANCE

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

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

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

City of Vandalia

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Henry, Meisenheimer & Gende, Inc.

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

**APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS  
INSIDE ILLINOIS STATE BORDERS (BDE)**

Effective: November 1, 2008

Revise the title of Article 107.22 of the Standard Specifications to read:

**"107.22 Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside  
Illinois State Borders."**

Add the following sentence to the end of the first paragraph of Article 107.22 of the Standard  
Specifications:

"Proposed borrow areas, use areas, and/or waste areas outside of Illinois shall comply with  
Article 107.01."

80207

## CEMENT (BDE)

Effective: January 1, 2007

Revised: November 1, 2007

Revise Section 1001 of the Standard Specifications to read:

### "SECTION 1001. CEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

80166

**CONCRETE JOINT SEALER (BDE)**

Effective: January 1, 2009

Add the following to the end of the second paragraph of Article 503.19 of the Standard Specifications:

"After the surface is clean and before applying protective coat, joints being sealed according to Section 588 shall be covered with a masking tape."

Revise Section 588 of the Standard Specifications to read:

**"SECTION 588. CONCRETE JOINT SEALER**

**588.01 Description.** This work shall consist of sealing the transverse joint in the bridge roadway slab.

**588.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Hot-Poured Joint Sealer .....	1050.02
(b) Preformed Flexible Foam Expansion Joint Filler.....	1051.09

**CONSTRUCTION REQUIREMENTS**

**588.03 General.** The faces of all joints to be sealed shall be free of foreign matter, curing compound, oils, grease, dirt, free water, and laitance. Concrete joints to be sealed shall be free of cracked or spalled areas. Any cracked areas shall be chipped back to sound concrete before placing joint sealer.

The hot-poured joint sealer shall be placed when the air temperature in the shade is 40 °F (5 °C) or higher, unless approved by the Engineer.

A continuous length of expansion joint filler of the size designated on the plans, shall be placed in the joint opening at the depth below the finished surface of the joint shown on the plans. Hot-poured joint sealer shall be stirred during heating to prevent localized overheating. The sealing material shall be applied to each joint opening according to the details shown on the plans or as directed by the Engineer, without spilling on the exposed concrete surfaces.

All bridge joints shall be filled to 1/4 in. (6 mm) below the finished surface of the joint. This is to be interpreted to mean that the surface of the sealant shall be level and the point of its contact with the sidewalls of the joint shall be 1/4 in. (6 mm) below the finished surface of the joint.

Any sealing compound that is not bonded to the joint wall or face 24 hours after placing shall be removed and the joint shall be cleaned and resealed.

**588.04 Basis of Payment.** This work will not be paid for as a separate item, but shall be considered as included in the unit price bid for the major item of construction involved.”

80215

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: November 1, 2008

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 or most recent addendum.

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

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

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

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE 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. This determination is

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

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

DBE LOCATOR REFERENCES. Bidders may consult the 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 web site at [www.dot.il.gov](http://www.dot.il.gov).

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

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

penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

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

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE 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 full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

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

using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

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

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

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

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

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

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

## DOWEL BARS (BDE)

Effective: April 1, 2007

Revised: January 1, 2008

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

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

80178

## EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007  
Revised: January 2, 2008

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

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

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

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

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

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

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

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

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

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

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

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

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

80189

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / EROSION AND SEDIMENT  
CONTROL DEFICIENCY DEDUCTION (BDE)**

Effective: April 1, 2007

Revised: November 1, 2008

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

“(a) National Pollutant Discharge Elimination System (NPDES) / Erosion and Sediment Control Deficiency Deduction. When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, or the Contractor's activities represents a violation of the Department's NPDES permits, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the work effort required. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the Department's NPDES permits. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

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

80180

## **PAYMENTS TO SUBCONTRACTORS (BDE)**

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

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

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

80022

**PERSONAL PROTECTIVE EQUIPMENT (BDE)**

Effective: November 1, 2008

Revise the first sentence of Article 701.12 of the Standard Specifications to read:

“All personnel on foot, excluding flaggers, within the highway right-of-way shall wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments.”

80209

**PRECAST CONCRETE HANDLING HOLES (BDE)**

Effective: January 1, 2007

Add the following to Article 540.02 of the Standard Specifications:

“(g) Handling Hole Plugs..... 1042.16”

Add the following paragraph after the sixth paragraph of Article 540.06 of the Standard Specifications:

“Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar, or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar.”

Add the following to Article 542.02 of the Standard Specifications:

“(ee) Handling Hole Plugs ..... 1042.16”

Revise the fifth paragraph of Article 542.04(d) of the Standard Specifications to read:

“Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation.”

Add the following to Article 550.02 of the Standard Specifications:

“(o) Handling Hole Plugs..... 1042.16”

Replace the fourth sentence of the fifth paragraph of Article 550.06 of the Standard Specifications with the following:

“Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation.”

Add the following to Article 602.02 of the Standard Specifications:

“(p) Handling Hole Plugs..... 1042.16(a)”

Replace the fifth sentence of the first paragraph of Article 602.07 of the Standard Specifications with the following:

“Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar.”

Add the following to Section 1042 of the Standard Specifications:

“**1042.16 Handling Hole Plugs.** Plugs for handling holes in precast concrete products shall be as follows.

- (a) **Precast Concrete Plug.** The precast concrete plug shall have a tapered shape and shall have a minimum compressive strength of 3000 psi (20,700 kPa) at 28 days.
- (b) **Polyethylene Plug.** The polyethylene plug shall have a “mushroom” shape with a flat round top and a stem with three different size ribs. The plug shall fit snugly and cover the handling hole.

The plug shall be according to the following.

Mechanical Properties	Test Method	Value (min.)
Flexural Modulus	ASTM D 790	3300 psi (22,750 kPa)
Tensile Strength (Break)	ASTM D 638	1600 psi (11,030 kPa)
Tensile Strength (Yield)	ASTM D 638	1200 psi (8270 kPa)

Thermal Properties	Test Method	Value (min.)
Brittle Temperature	ASTM D 746	-49 °F (-45 °C)
Vicat Softening Point	ASTM D 1525	194 °F (90 °C)

80171

**RAILROAD PROTECTIVE LIABILITY INSURANCE (5 and 10) (BDE)**

Effective: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

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NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
CSX Transportation, Inc. 500 Water Street Jacksonville, FL 32202	None	18 @ 50 MPH
DOT/AAR No.: 546 495N RR Division: GL	RR Mile Post: 172.30 RR Sub-Division: St. Louis Line	
For Freight/Passenger Information Contact: Hal Gibson For Insurance Information Contact: Debbie Tauro		Phone: 904-359-1048 Phone: 904-366-5088

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DOT/AAR No.:  
RR Division:

RR Mile Post:  
RR Sub-Division:

For Freight/Passenger Information Contact: Phone:  
For Insurance Information Contact: Phone:

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Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

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

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

80157

## REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

Revised: November 1, 2008

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

“At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration, and to the daytime and nighttime color requirements of ASTM D 4956.

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

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

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

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

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

80183

## REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: January 2, 2008

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

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

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

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

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

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

80151

## REINFORCEMENT BARS - STORAGE AND PROTECTION (BDE)

Effective: August 1, 2008

Revise Article 508.03 of the Standard Specifications to read:

**“508.03 Storage and Protection.** Reinforcement bars, when delivered on the job, shall be stored off the ground using platforms, skids, or other supports; and shall be protected from mechanical injury and from deterioration by exposure. Epoxy coated bars shall be stored on wooden or padded steel cribbing and all systems for handling shall have padded contact areas. The bars or bundles shall not be dragged or dropped.

When it is necessary to store epoxy coated bars outside for more than two months, they shall be protected from sunlight, salt spray, and weather exposure. The protection shall consist of covering with opaque polyethylene sheeting or other suitable opaque material. The covering shall be secured and allow for air circulation around the bars to minimize condensation under the cover.

When placed in the work the bars shall be free from dirt, detrimental scale, paint, oil, or other foreign substances. A light coating of rust will not be considered objectionable on black bars.”

80206

## RETROREFLECTIVE SHEETING, NONREFLECTIVE SHEETING, AND TRANSLUCENT OVERLAY FILM FOR HIGHWAY SIGNS (BDE)

Effective: April 1, 2007

General. This special provision covers retroreflective sheeting and translucent overlay films intended for application on new or refurbished aluminum. The sheeting serves as the reflectorized background for sign messages and as cutout legends and symbols applied to the reflectorized background. Messages may be applied in opaque black or transparent colors.

This special provision also covers nonreflective sheeting for application on new or refurbished aluminum, and as material for cutout legends and symbols applied to the reflectorized background.

All material furnished under this specification shall have been manufactured within 18 months of the delivery date. All material shall be supplied by the same manufacturer.

Retroreflective Sheeting Properties. Retroreflective sheeting shall consist of a flexible, colored, prismatic, or glass lens elements adhered to a synthetic resin, encapsulated by a flexible, transparent plastic having a smooth outer surface and shall meet the following requirements.

Only suppliers whose products have been tested and approved in the Department's periodic Sheeting Study will be eligible to supply material. All individual batches and or lots of material shall be tested and approved by the Department. The Department reserves the right to sample and test delivered materials according to Federal Specification LS-300.

- (a) Adhesive. The sheeting shall have a Class 1, pre-coated, pressure sensitive adhesive according to ASTM D 4956. The adhesive shall have a protective liner that is easily removed when tested according to ASTM D 4956. The adhesive shall be capable of being applied to new or refurbished aluminum and reflectorized backgrounds without additional adhesive.
- (b) Color. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration and to the daytime and nighttime color requirements of ASTM D 4956. Sheeting used for side by side overlay applications shall have a Hunter Lab Delta E of less than 3.
- (c) Coefficient of Retroreflection. When tested according to ASTM E 810, without averaging, the sheeting shall have a minimum coefficient of retroreflection as shown in the following tables. The brightness of the sheeting when totally wet shall be a minimum of 90 percent of the values shown when tested according to the standard rainfall test specified in Section 7.10.1 of AASHTO M 268-84.

Type A Sheeting  
Minimum Coefficient of Retroreflection  
candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type A

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Orange	Red	Green	Blue	Brown
0.2	-4	250	170	100	45	45	20	12
0.2	+30	150	100	60	25	25	12	8.5
0.5	-4	95	65	30	15	15	8	5
0.5	+30	75	50	25	10	10	5	3.5

Type AA Sheeting

Minimum Coefficient of Retroreflection  
candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AA (0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FO
0.2	-4	800	660	215	80	43	200
0.2	+30	400	340	100	35	20	120
0.5	-4	200	160	45	20	9.8	80
0.5	+30	100	85	26	10	5.0	50

Type AA (45 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	Yellow	FO
0.2	-4	550	165
0.2	+30	130	45
0.5	-4	145	70
0.5	+30	70	40

Type AP Sheeting

Minimum Coefficient of Retroreflection  
candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AP

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	Brown	FO
0.2	-4	550	425	100	75	50	30	275
0.2	+30	200	150	40	35	25	15	90
0.5	-4	300	250	60	35	25	20	150
0.5	+30	100	70	20	20	10	5	50

Type AZ Sheeting  
Minimum Coefficient of Retroreflection  
candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AZ (0 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FYG	FY
0.2	-4	430	350	110	45	20	325	240
0.2	+30	235	140	60	24	11	200	150
0.5	-4	250	200	60	25	10	235	165
0.5	+30	170	135	40	19	7	105	75
1.0	-4	70	45	10	10	4	70	30
1.0	+30	30	20	7	5	2.5	45	15

Type AZ (90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FYG	FY
0.2	-4	320	250	100	45	20	300	220
0.2	+30	235	140	40	24	11	200	150
0.5	-4	240	200	60	25	10	235	165
0.5	+30	100	85	20	10	7	80	75
1.0	-4	30	30	7	5	4	65	20
1.0	+30	15	15	5	2	2	30	10

- (d) Gloss. The sheeting surface shall exhibit a minimum 85 degree gloss-meter rating of 50 when tested according to ASTM D 523.
- (e) Durability. When processed and applied, the sheeting shall be weather resistant.

Accelerated weathering testing will be performed for 1000 hours (300 hours for orange/FO) according to ASTM G 151. The testing cycle will consist of 8 hours of light at 140 °F (60 °C), followed by 4 hours of condensation at 104 °F (40 °C). Following accelerated weathering, the sheeting shall exhibit a minimum of 80 percent of its initial minimum coefficient of retroreflection as listed in the previous tables.

Outdoor weathering will entail an annual evaluation of material placed in an outdoor rack with a 45 degree angle and a southern sun exposure. The sheeting will be evaluated for five years. Following weathering, the test specimens will be cleaned by immersing them in a five percent hydrochloric acid solution for 45 seconds, then rinsed with water and blotted dry with a soft clean cloth. Following cleaning, the applied sheeting shall show no appreciable discoloration, cracking, streaking, crazing, blistering, or dimensional change. The sheeting shall exhibit a Hunter Lab Delta E of 5 or less when compared to the original.

- (f) Shrinkage. When tested according to ASTM D 4956, the sheeting shall not shrink in any dimension more than 1/32 in. (0.8 mm) in ten minutes and not more than 1/8 in. (3 mm) in 24 hours.
- (g) Workability. The sheeting shall show no cracking, scaling, pitting, blistering, edge lifting, inter-film splitting, curling, or discoloration when processed and applied using mutually acceptable processing and application procedures.
- (h) Splices. A single roll of sheeting shall contain a maximum of four splices per 50 yd (45 m) length. The sheeting shall be overlapped a minimum of 3/16 in. (5 mm) at each splice.
- (i) Adhesive Bond. The sheeting shall form a durable bond to smooth, corrosion and weather-resistant surfaces and adhere securely when tested according to ASTM D 4956.
- (j) Positionability. Sheeting, with ASTM D 4956 Class 3 adhesive, used for manufacturing cutout legends and borders shall provide sufficient positionability during the fabrication process to permit removal and reapplication without damage to either the legend or sign background and shall have a plastic liner suitable for use on bed cutting machines. Thereafter, all other adhesive and bond requirements contained in the specification shall apply.

Positionability shall be verified by cutting 4 in. (100 mm) letters E, I, K, M, S, W, and Y out of the positionable material. The letters shall then be applied to a sheeted aluminum blank using a single pass of a two pound roller. The letters shall sit for five minutes and then a putty knife shall be used to lift a corner. The thumb and fore finger shall be used to slowly pull the lifted corner to lift letters away from the sheeted aluminum. The letters shall not tear or distort when removed.

- (k) Thickness. The thickness of the sheeting without the protective liner shall be less than or equal to 0.015 in. (0.4 mm), or 0.025 in. (0.6 mm) for prismatic material.
- (l) Processing. The sheeting shall permit cutting and color processing according to the sheeting manufacturer's specifications at temperatures of 60 to 100 °F (15 to 38 °C) and within a relative humidity range of 20 to 80 percent. The sheeting shall be heat resistant and permit forced curing without staining the applied or unapplied sheeting at temperatures recommended by the manufacturer. The sheeting shall be solvent resistant and capable of being cleaned with VM&P naphtha, mineral spirits, and turpentine.

Transparent color and opaque black inks shall be single component and low odor. The inks shall dry within eight hours and not require clear coating. After color processing on white sheeting, the sheeting shall show no appreciable discoloration, cracking, streaking, crazing, blistering, or dimensional change when tested for durability (e). The ink on the weathered, prepared panel shall exhibit a Hunter Lab Delta E of 5 or less when compared to the original.

Transparent color electronic cutting films shall be acrylic. After application to white sheeting, the films shall show no appreciable discoloration, cracking, streaking, crazing, blistering, or dimensional change when tested for durability (e). The films on the weathered, prepared panel shall exhibit a Hunter Lab Delta E of 5 or less when compared to the original.

Transparent colors screened, or transparent acrylic electronic cutting films, on white sheeting, shall have a minimum initial coefficient of retroreflection values of 50 percent for yellow and red, and a minimum 70 percent for green, blue, and brown of the 0.2 degree observation angle/-4.0 degree entrance angle values as listed in the previous tables for the color being applied. After durability testing, the colors shall retain a minimum 80 percent of the initial coefficient of retroreflection.

- (m) Identification. The sheeting shall have a distinctive overall pattern in the sheeting unique to the manufacturer. If material orientation is required for optimum retroreflectivity, permanent orientation marks shall be incorporated into the face of the sheeting. Neither the overall pattern nor the orientation marks shall interfere with the reflectivity of the sheeting.
- (n) Packaging. Both ends of each box shall be clearly labeled with the sheeting type, color, adhesive type, manufacturer's lot number, date of manufacture, and supplier's name. Material Safety Data Sheets and technical bulletins for all materials shall be furnished to the Department with each shipment.

Nonreflective Sheeting Properties. Nonreflective sheeting shall consist of a flexible, pigmented cast vinyl film having a smooth, flat outer surface and shall meet the following requirements.

The Department reserves the right to sample and test delivered materials according to Federal Specification LS-300.

- (a) Adhesive. The sheeting shall have a Class 1, pre-coated, pressure sensitive adhesive according to ASTM D 4956. The adhesive shall have a protective liner that is easily removed when tested according to ASTM D 4956. The adhesive shall be capable of being applied to new or refurbished aluminum and reflectorized backgrounds without additional adhesive.
- (b) Color. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll.
- (c) Gloss. The sheeting shall exhibit a minimum 85 degree gloss-meter rating of 40 when tested according to ASTM D 523.
- (d) Durability. Applied sheeting that has been vertically exposed to the elements for seven years shall show no appreciable discoloration, cracking, crazing, blistering, delamination, or loss of adhesion. A slight amount of chalking is permitted but the sheeting shall not support fungus growth.

(e) Testing. Test panels shall be prepared by applying the sheeting to 6 1/2 x 6 1/2 in. (165 x 165 mm) pieces of aluminum according to the manufacturer's specifications. The edges of the panel shall be trimmed evenly and aged 48 hours at 70 to 90 °F (21 to 32 °C). Shrinkage and immersion testing shall be as follows.

(1) Shrinkage. The sheeting shall not shrink more than 1/64 in. (0.4 mm) from any panel edge when subjected to a temperature of 150 °F (66 °C) for 48 hours and shall be sufficiently heat resistant to retain adhesion after one week at 150 °F (66 °C).

(2) Immersion Testing. The sheeting shall show no appreciable decrease in adhesion, color, or general appearance when examined one hour after being immersed to a depth of 2 or 3 in. (50 or 75 mm) in the following solutions at 70 to 90 °F (21 to 32 °C) for specified times.

Solution	Immersion Time (hours)
Reference Fuel (M I L-F-8799A) (15 parts xylol and 85 parts mineral spirits by weight)	1
Distilled Water	24
SAE No. 20 Motor Oil	24
Antifreeze (1/2 ethylene glycol, 1/2 distilled water)	24

(f) Adhesive Bond: The sheeting shall form a durable bond to smooth, corrosion and weather-resistant surfaces and adhere securely when tested according to ASTM D 4956.

(g) Thickness. The thickness of the sheeting without the protective liner shall be a maximum of 0.005 in. (0.13 mm).

(h) Cutting. Material used on bed cutting machines shall have a smooth plastic liner.

(i) Identification. The sheeting shall have a distinctive overall pattern in the sheeting unique to the manufacturer. If material orientation is required for optimum retroreflectivity, permanent orientation marks shall be incorporated into the face of the sheeting. Neither the overall pattern nor the orientation marks shall interfere with the reflectivity of the sheeting.

(j) Packaging. Both ends of each box shall be clearly labeled with the sheeting type, color, adhesive type, manufacturer's lot number, date of manufacture, and supplier's name. Material Safety Data Sheets and technical bulletins for all materials shall be furnished to the Department with each shipment.

**SEEDING (BDE)**

Effective: July 1, 2004

Revised: January 1, 2009

Revise the following seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

"Table 1 - SEEDING MIXTURES		
Class – Type	Seeds	lb/acre (kg/hectare)
2 Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	100 (110)
	Perennial Ryegrass	50 (55)
	Creeping Red Fescue	40 (50)
	Red Top	10 (10)
2A Salt Tolerant Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	60 (70)
	Perennial Ryegrass	20 (20)
	Red Fescue (Audubon, Sea Link, or Epic)	30 (20)
	Hard Fescue (Rescue 911, Spartan II, or Reliant IV)	30 (20)
	Fults Salt Grass 1/	60 (70)"

Revise Note 7 of Table 1 – Seeding Mixtures of Article 250.07 of the Standard Specifications to read:

"7/ In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after a period of establishment. Inspection dates for the period of establishment will be as follows: Seeding conducted in Districts 1 through 6 between June 16 and July 31 will be inspected after April 15 and seeding conducted between November 2 and March 31 will be inspected after September 15. Seeding conducted in Districts 7 through 9 between June 2 and July 31 will be inspected after April 15 and seeding conducted between November 16 and February 28 will be inspected after September 15. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department."

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

TABLE II						
Variety of Seeds	Hard Seed %	Purity %	Pure Live Seed %	Weed %	Secondary * Noxious Weeds No. per oz (kg)	Notes
	Max.	Min.	Min.	Max.	Max. Permitted	
Alfalfa	20	92	89	0.50	6 (211)	1/
Clover, Alsike	15	92	87	0.30	6 (211)	2/
Red Fescue, Audubon	0	97	82	0.10	3 (105)	-
Red Fescue, Creeping	-	97	82	1.00	6 (211)	-
Red Fescue, Epic	-	98	83	0.05	1 (35)	-
Red Fescue, Sea Link	-	98	83	0.10	3 (105)	-
Tall Fescue, Blade Runner	-	98	83	0.10	2 (70)	-
Tall Fescue, Falcon IV	-	98	83	0.05	1 (35)	-
Tall Fescue, Inferno	0	98	83	0.10	2 (70)	-
Tall Fescue, Tarheel II	-	97	82	1.00	6 (211)	-
Tall Fescue, Quest	0	98	83	0.10	2 (70)	-
Fults Salt Grass	0	98	85	0.10	2 (70)	-
Kentucky Bluegrass	-	97	80	0.30	7 (247)	4/
Oats	-	92	88	0.50	2 (70)	3/
Redtop	-	90	78	1.80	5 (175)	3/
Ryegrass, Perennial, Annual	-	97	85	0.30	5 (175)	3/
Rye, Grain, Winter	-	92	83	0.50	2 (70)	3/
Hard Fescue, Reliant IV	-	98	83	0.05	1 (35)	-
Hard Fescue, Rescue 911	0	97	82	0.10	3 (105)	-
Hard Fescue, Spartan II	-	98	83	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 (70)	3/

Revise the first sentence of the first paragraph of Article 1081.04(c)(7) of the Standard Specifications to read:

"The seed quantities indicated per acre (hectare) for Prairie Grass Seed in Classes 3, 3A, 4, 4A, 6, and 6A in Article 250.07 shall be the amounts of pure, live seed per acre (hectare) for each species listed."

80131

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

Effective: November 1, 2005

Revised: January 1, 2009

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Falsework and Forms. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall ensure the design of the falsework and forms is adequate for the additional form pressure caused by the fluid concrete. Forms shall be tight to prevent leakage of fluid concrete.

When the form height for placing the self-consolidating concrete is greater than 10.0 ft (3.0 m), direct monitoring of form pressure shall be performed according to Illinois Test Procedure SCC-10. The monitoring requirement is a minimum, and the Contractor shall remain responsible for adequate design of the falsework and forms. A minimum of one sensor will be required below each point of concrete placement to measure the maximum pressure. The first sensor below the point of concrete placement shall be approximately 12 in. (300 mm) above the base of the formwork. Additional sensors shall be installed above the bottom sensor when the form height is greater than 10.0 ft (3.0 m) above the bottom sensor. The additional sensors shall be installed at a maximum vertical spacing of 10.0 ft (3.0 m). The Contractor shall record the formwork pressure during concrete placement. This information shall be used by the Contractor to prevent the placement rate from exceeding the maximum formwork pressure allowed, to monitor the thixotropic change in the concrete during the pour, and to make appropriate adjustments to the mix design. This information shall be provided to the Engineer during the pour.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the J-ring or the L-box quality assurance split sample testing, a minimum of 80 percent of the total tests required of the Contractor will be witnessed by the Engineer per plant, which will include a minimum of one witnessed test per mix design. The Engineer reserves the right to conduct quality assurance split sample testing. The acceptable limit of precision will be 1.5 in. (40 mm) for the J-ring value and ten percent for the L-box blocking ratio.

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

80152

## SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004

Revised: January 1, 2007

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

Usage. Self-consolidating concrete may be used for precast concrete products.

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

Mix Design Criteria. The mix design criteria shall be as follows:

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

Placing and Consolidating. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer.

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

Mix Design Approval. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

80132

## **SIGN PANELS AND SIGN PANEL OVERLAYS (BDE)**

Effective: November 1, 2008

Description. This work shall consist of furnishing, fabricating, and installing sign panels and/or sign panel overlays. Work shall be according to Sections 720 and 721 of the Standard Specifications, except as modified herein.

Materials. Type AP and AZ sheeting shall meet the requirements of the special provision, "Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs". Type ZZ sheeting shall meet the requirements of the special provision, "Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs".

The sheeting for the background, legend, border, shields, and symbols shall be provided by the same manufacturer.

### CONSTRUCTION REQUIREMENTS

Fabrication. Signs shall be fabricated according to the current Bureau of Operations Policy Memorandum, "Fabrication of Highway Signs", the MUTCD, the FHWA Standard Highway Signs manual, the Illinois standard highway signs, and as shown on the plans.

Signs shall be fabricated such that the material for the background, legend, border, shields, and symbols is applied in the preferred orientation for the maximum retroreflectivity per the manufacturer's recommendation. The nesting of legend, border, shields, or symbols will not be permitted.

80212

**SILT FILTER FENCE (BDE)**

Effective: January 1, 2008

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

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

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

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

80197

**STONE GRADATION TESTING (BDE)**

Effective: November 1, 2007

Revise the first sentence of note 1/ of the Erosion Protection and Sediment Control Gradations table of Article 1005.01(c)(1) of the Standard Specifications to read:

“A maximum of 15 percent of the total test sample by weight may be oversize material.”

80191

**SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: April 2, 2005

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

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

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

80143

**TEMPORARY EROSION CONTROL (BDE)**

Effective: November 1, 2002  
Revised: January 1, 2008

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

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

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

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

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

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

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

80087

**THERMOPLASTIC PAVEMENT MARKINGS (BDE)**

Effective: January 1, 2007

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

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

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

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

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

White: Daylight Reflectance .....75 percent min.

\*Yellow: Daylight Reflectance .....45 percent min.

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

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456"

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

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

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

The cycle shall consist of four hours UV exposure at 122 °F (50 °C) followed by four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the panel shall not exceed 10 Hunter Lab Delta E units from the original material.”

80176

**VARIABLY SPACED TINING (BDE)**

Effective: August 1, 2005  
Revised: January 1, 2007

Revise the first sentence of the third paragraph of Article 420.09(e)(1) of the Standard Specifications to read:

“The metal comb shall consist of a single line of tempered spring steel tines variably spaced as shown in the table below and securely mounted in a suitable head.”

Revise the fifth sentence of the third paragraph of Article 420.09(e)(1) of the Standard Specifications to read:

“The tining device shall be operated so as to produce a pattern of grooves, 1/8 to 3/16 in. (3 to 5 mm) deep and 1/10 to 1/8 in. (2.5 to 3.2 mm) wide across the pavement. The tining device shall be operated at a 1:6 skew across the pavement for facilities with a posted speed limit of 55 mph or greater. The tining pattern shall not overlap or leave gaps between successive passes.”

Add the following table after the third paragraph of Article 420.09(e)(1) of the Standard Specifications:

"Center to Center Spacings of Metal Comb Tines in. (mm) (read spacings left to right)				
1 5/16 (34)	1 7/16 (36)	1 7/8 (47)	2 1/8 (54)	1 7/8 (48)
1 11/16 (43)	1 1/4 (32)	1 1/4 (31)	1 1/16 (27)	1 7/16 (36)
1 1/8 (29)	1 13/16 (46)	13/16 (21)	1 11/16 (43)	7/8 (23)
1 5/8 (42)	2 1/16 (52)	15/16 (24)	11/16 (18)	1 1/8 (28)
1 9/16 (40)	1 5/16 (34)	1 1/16 (27)	1 (26)	1 (25)
1 1/16 (27)	13/16 (20)	1 7/16 (37)	1 1/2 (38)	2 1/16 (52)
2 (51)	1 3/4 (45)	1 7/16 (37)	1 11/16 (43)	2 1/16 (53)
1 1/16 (27)	1 7/16 (37)	1 5/8 (42)	1 5/8 (41)	1 1/8 (29)
1 11/16 (43)	1 3/4 (45)	1 3/4 (44)	1 3/16 (30)	1 7/16 (37)
1 5/16 (33)	1 9/16 (40)	1 1/8 (28)	1 1/4 (31)	1 15/16 (50)
1 5/16 (34)	1 3/4 (45)	13/16 (20)	1 3/4 (45)	1 15/16 (50)
2 1/16 (53)	2 (51)	1 1/8 (29)	1 (25)	11/16 (18)
2 1/16 (53)	11/16 (18)	1 1/2 (38)	2 (51)	1 9/16 (40)
11/16 (17)	1 15/16 (49)	1 15/16 (50)	1 9/16 (39)	2 (51)
1 7/16 (36)	1 7/16 (36)	1 1/2 (38)	1 13/16 (46)	1 1/8 (29)
1 1/2 (38)	1 15/16 (50)	15/16 (24)	1 5/16 (33)"	

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

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**ATTACHMENTS**

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

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
  - Section I, paragraph 2;
  - Section IV, paragraphs 1, 2, 3, 4 and 7;
  - Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. Selection of Labor: During the performance of this contract, the contractor shall not:
  - a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
  - b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

evidence of discriminatory wage practices.

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached

hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

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contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

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disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

### a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been

certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll

at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of

laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

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8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall, upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

**V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In

addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

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or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractors' own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with

or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

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distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*“Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.”*

#### **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency

(EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

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any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be

entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the “Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs” (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in

paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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#### **2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “primary covered transaction,” “participant,” “person,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render

in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY  
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

**NOTICE**

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.state.il.us/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

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