

BID PROPOSAL INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID ?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

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

ADDENDA AND REVISIONS

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

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

The Internet is the Department's primary way of doing business. The subscription service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <http://www.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 DOT.D&Econtracts@illinois.gov

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

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

BID SUBMITTAL CHECKLIST

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

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

Disadvantaged Business Utilization Plan and/or Good Faith Effort – The last items in your bid should be the DBE Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SBE 2025) and supporting paperwork. If you have documentation of a Good Faith Effort, it is to follow the SBE Forms.

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

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

QUESTIONS: pre-letting up to execution of the contract

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

QUESTIONS: following contract execution

Subcontractor documentation, payments	217-782-3413
Railroad Insurance	217-785-0275

RETURN WITH BID

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Proposal Submitted By
Name
Address
City

Letting April 25, 2014

NOTICE TO PROSPECTIVE BIDDERS

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

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 89655
PEORIA County
Section 13-00002-01-LS (Elmwood)
Various Routes
Project TE-00D4(121)
District 4 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

Checked by

F

Page intentionally left blank

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 89655
PEORIA County
Section 13-00002-01-LS (Elmwood)
Project TE-00D4(121)
Various Routes
District 4 Construction Funds**

Project consists of streetscape improvements including new sidewalks, aesthetic lighting, landscaping, street signs and all other incidental items to complete the work in a 13 block area of downtown Elmwood.

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

Check box Yes
 Check box No

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

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
PEORIA	143	04	13-00002-01-LS (ELMWOOD)	TE-00D4/121/000	VARIOUS

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
C2C072G3	S-ROSA FLWR CR CG 3G	EACH	24.000 X		=		
C2C10924	S-SYRINGA MEY PAL 2'C	EACH	24.000 X		=		
K0012970	PERENNIAL PLNT BULB T	UNIT	0.600 X		=		
K0012980	P PL ORNAMENT T QRT P	UNIT	0.420 X		=		
K0012990	P PL ORNAMENT T GAL P	UNIT	7.120 X		=		
K0012993	P PL ORNAMENT T 3G P	UNIT	1.070 X		=		
XX008939	CERAMIC TILE FOR ENTR	SQ FT	35.000 X		=		
XX008940	FOUNDATION WALL REINF	EACH	1.000 X		=		
XX008941	SINGL WYT REP MAS WAL	SQ FT	8.000 X		=		
XX008942	MULTI WYT REC MAS WAL	SQ FT	37.000 X		=		
X0300635	PLANTER	EACH	6.000 X		=		
X0322102	TEMP SIDEWALK RAMP	EACH	31.000 X		=		
X0325130	TUBULAR TRAF SGN POST	EACH	22.000 X		=		
X0325225	BRICK PAVT REM & REPL	SQ FT	106.000 X		=		
X0326181	INSTALL STREET SIGN	SQ FT	21.000 X		=		

VARIOUS
13-00002-01-LS (ELMWOOD)
PEORIA

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 89655

ECMS002 DTGECM03 ECMR003 PAGE 2
RUN DATE - 03/26/14
RUN TIME - 183138

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
X0326654	ORNAM LIGHT UNIT COMP	EACH	22.000	X	=		
X0327469	MASONRY FC BRICK REPR	SQ FT	17.000	X	=		
X2010510	CLEARING & GRUBBING	L SUM	1.000	X	=		
X4240430	PC CONC SIDEWALK 5 SP	SQ FT	12,465.000	X	=		
X5030225	CONC STRUCT SPL	CU YD	240.000	X	=		
X5090810	PEDESTRIAN RAIL SPL	FOOT	537.000	X	=		
X6060505	CONC CURB SPL	FOOT	1,694.000	X	=		
X6064200	COMB CC&G TB6.12 SPL	FOOT	2,811.000	X	=		
X7010216	TRAF CONT & PROT SPL	L SUM	1.000	X	=		
Z0007126	HANDRAIL REMOVAL	FOOT	49.000	X	=		
Z0010700	COLD MILLING	SQ YD	555.000	X	=		
Z0012450	CONCRETE STEPS	CU YD	22.000	X	=		
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000	X	=		
Z0018500	DRAINAGE STR CLEANED	EACH	16.000	X	=		
Z0033028	MAINTAIN LIGHTING SYS	CAL MO	8.000	X	=		

VARIOUS
13-00002-01-LS (ELMWOOD)
PEORIA

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 89655

ECMS002 DTGECM03 ECMR003 PAGE 3
RUN DATE - 03/26/14
RUN TIME - 183138

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
20100110	TREE REMOV 6-15	UNIT	42.000 X	=			
20101100	TREE TRUNK PROTECTION	EACH	11.000 X	=			
20101700	SUPPLE WATERING	UNIT	18.000 X	=			
21101615	TOPSOIL F & P 4	SQ YD	890.000 X	=			
21101685	TOPSOIL F & P 24	SQ YD	182.000 X	=			
25000400	NITROGEN FERT NUTR	POUND	11.000 X	=			
25000500	PHOSPHORUS FERT NUTR	POUND	11.000 X	=			
25000600	POTASSIUM FERT NUTR	POUND	11.000 X	=			
25200110	SODDING SALT TOLERANT	SQ YD	890.000 X	=			
28000510	INLET FILTERS	EACH	16.000 X	=			
31101100	SUB GRAN MAT B	CU YD	893.000 X	=			
31102000	SUB GRAN MAT C	CU YD	194.000 X	=			
40600100	BIT MATLS PR CT	GALLON	63.000 X	=			
40603310	HMA SC "C" N50	TON	52.700 X	=			
42300400	PCC DRIVEWAY PAVT 8	SQ YD	321.000 X	=			

VARIOUS
13-00002-01-LS (ELMWOOD)
PEORIA

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 89655

ECMS002 DTGECM03 ECMR003 PAGE 4
RUN DATE - 03/26/14
RUN TIME - 183138

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
42400200	PC CONC SIDEWALK 5	SQ FT	10,672.000 X	=	=	=	=
42400800	DETECTABLE WARNINGS	SQ FT	494.000 X	=	=	=	=
44000100	PAVEMENT REM	SQ YD	809.000 X	=	=	=	=
44000300	CURB REM	FOOT	1,178.000 X	=	=	=	=
44000600	SIDEWALK REM	SQ FT	24,637.000 X	=	=	=	=
50102400	CONC REM	CU YD	42.000 X	=	=	=	=
50900805	PEDESTRIAN RAIL	FOOT	259.000 X	=	=	=	=
56104330	WATER VALVES 3/4	EACH	11.000 X	=	=	=	=
56104400	WATER VALVES 1	EACH	1.000 X	=	=	=	=
56104600	WATER VALVES 2	EACH	1.000 X	=	=	=	=
56500700	DOM WAT SER BOX REM	EACH	13.000 X	=	=	=	=
60250200	CB ADJUST	EACH	1.000 X	=	=	=	=
60250700	CB ADJ NEW T4F&G	EACH	1.000 X	=	=	=	=
66900200	NON SPL WASTE DISPOSL	CU YD	260.000 X	=	=	=	=
66900450	SPL WASTE PLNS/REPORT	L SUM	1.000 X	=	=	=	=

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
66900530	SOIL DISPOSAL ANALY	EACH	5.000 X			=	
67000500	ENGR FIELD OFFICE B	CAL MO	8.000 X			=	
67100100	MOBILIZATION	L SUM	1.000 X			=	
72000100	SIGN PANEL T1	SQ FT	133.000 X			=	
72400100	REMOV SIN PAN ASSY TA	EACH	56.000 X			=	
81028350	UNDRGRD C PVC 2	FOOT	2,031.000 X			=	
81400100	HANDHOLE	EACH	14.000 X			=	
81702120	EC C XLP USE 1C 8	FOOT	1,598.000 X			=	
81702130	EC C XLP USE 1C 6	FOOT	3,904.000 X			=	
81702417	EC C XLP 3-1C#6 1C#6G	FOOT	1,952.000 X			=	
81702431	EC C XLP 3-1C#8 1C#8G	FOOT	799.000 X			=	
83600200	LIGHT POLE FDN 24D	FOOT	121.000 X			=	
84200500	REM LT UNIT SALV	EACH	11.000 X			=	

TOTAL \$

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

VARIOUS
13-00002-01-LS (ELMWOOD)
PEORIA

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 89655

ECMS002 DTGECM03 ECMR003 PAGE 6
RUN DATE - 03/26/14
RUN TIME - 183138

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

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

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

I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

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

A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

RETURN WITH BID

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

B. Negotiations

Section 50-15. Negotiations.

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

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

C. Inducements

Section 50-25. Inducement.

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

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

D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

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

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

F. Confidentiality

Section 50-45. Confidentiality.

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

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

RETURN WITH BID

G. Insider Information

Section 50-50. Insider information.

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

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

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

III. CERTIFICATIONS

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH BID

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

F. Educational Loan

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

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

G. Bid-Rigging/Bid Rotating

Section 33E-11 of the Criminal Code of 2012 provides:

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

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

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

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

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

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

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

J. Disclosure of Business Operations in Iran

Section 50-36 of the Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

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

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

NA-FEDERAL

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

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

Name and address of person: _____
All costs, fees, compensation, reimbursements and other remuneration paid to said person: _____

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

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IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all bids of more than \$25,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form. **The current annual salary of the Governor is \$177,412.00.**

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

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

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

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

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

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

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ___ No ___
2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary.

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3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes ___ No ___
4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ___ No ___
2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____
-
3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess 100% of the annual salary of the Governor? Yes ___ No ___
4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes ___ No ___

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

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

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

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

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

RETURN WITH BID

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

Completed by: _____
Signature of Individual or Authorized Representative Date

NOT APPLICABLE STATEMENT

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

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

Signature of Authorized Representative Date

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$25,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

Yes No N/A (Form A disclosure(s) established 100% ownership)

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 89655
PEORIA County
Section 13-00002-01-LS (Elmwood)
Project TE-00D4(121)
Various Routes
District 4 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **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. 89655
PEORIA County
Section 13-0002-01-LS (Elmwood)
Project TE-00D4(121)
Various Routes
District 4 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP)

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

(IF A CORPORATION)

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

(IF A JOINT VENTURE)

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

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



This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on _____ and shall be valid until _____ 11:59 PM (CDST).

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)

Signed and attested before me on _____ (date)

by _____
(Name of Notary Public)

by _____
(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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

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



Item No. _____

Letting Date _____

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

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

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

(Name of Notary Public)

(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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

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. 89655
PEORIA County
Section 13-00002-01-LS (Elmwood)
Project TE-00D4(121)
Various Routes
District 4 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

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

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

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

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

Name of Subcontracting Company

Authorized Officer

Date

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the **NOT APPLICABLE STATEMENT** on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

Yes ___ No ___

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

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

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

RETURN WITH SUBCONTRACT

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?
Yes ___ No ___

4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?
Yes ___ No ___

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

Yes ___ No ___

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

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

2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?
Yes ___ No ___

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

3 Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields: Signature of Authorized Officer, Date

OWNERSHIP CERTIFICATION

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

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

Yes No N/A (Form A disclosure(s) established 100% ownership)



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (ics-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m. April 25, 2014. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 89655
PEORIA County
Section 13-00002-01-LS (Elmwood)
Project TE-00D4(121)
Various Routes
District 4 Construction Funds**

Project consists of streetscape improvements including new sidewalks, aesthetic lighting, landscaping, street signs and all other incidental items to complete the work in a 13 block area of downtown Elmwood.

- 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

Ann L. Schneider,
Secretary

CONTRACT 89655

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

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

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

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LR SD13		<input type="checkbox"/> Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR SD406		<input type="checkbox"/> RESCINDED		
LR 102-2		<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	Jan. 1, 2001	Jan. 1, 2014
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
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LR 542		<input type="checkbox"/> Pipe Culverts, Type _____ (Furnished)	Sep. 1, 1964	Jan. 1, 2007
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LR 1032-1		<input type="checkbox"/> Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1102		<input type="checkbox"/> Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

BDE SPECIAL PROVISIONS
For the April 25 and June 13, 2014 Lettings

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

<u>File Name</u>	<u>Pg.</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80240			Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274			Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
80192			Automated Flagger Assistance Device	Jan. 1, 2008	
80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2013
80241			Bridge Demolition Debris	July 1, 2009	
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80292			Coarse Aggregate in Bridge Approach Slabs/Footings	April 1, 2012	April 1, 2013
80310			Coated Galvanized Steel Conduit	Jan. 1, 2013	
80198			Completion Date (via calendar days)	April 1, 2008	
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
* 80293			Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2014
* 80294			Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	April 1, 2012	April 1, 2014
80311			Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
* 80334	102	X	Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	
80277	103	X	Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
80261			Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2014
* 80335	104	X	Contract Claims	April 1, 2014	
80029	105	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Aug. 2, 2011
80265			Friction Aggregate	Jan. 1, 2011	
80229			Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80329			Glare Screen	Jan. 1, 2014	
80303			Granular Materials	Nov. 1, 2012	
80304			Grooving for Recessed Pavement Markings	Nov. 1, 2012	Jan. 1, 2013
80246			Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80322			Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov 1, 2013	
80323			Hot-Mix Asphalt – Mixture Design Verification and Production	Nov 1, 2013	
80315			Insertion Lining of Culverts	Jan. 1, 2013	Nov 1, 2013
* 80336			Longitudinal Joint and Crack Patching	April 1, 2014	
* 80324			LRFD Pipe Culvert Burial Tables	Nov 1, 2013	April 1, 2014
80325			LRFD Storm Sewer Burial Tables	Nov 1, 2013	
80045			Material Transfer Device	June 15, 1999	Jan. 1, 2009
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
* 80337			Paved Shoulder Removal	April 1, 2014	
80330			Pavement Marking for Bike Symbol	Jan. 1, 2014	
80298			Pavement Marking Tape Type IV	April 1, 2012	
80254	114	X	Pavement Patching	Jan. 1, 2010	
80331	115	X	Payrolls and Payroll Records	Jan. 1, 2014	
80332			Portland Cement Concrete – Curing of Abutments and Piers	Jan. 1, 2014	
80326	117	X	Portland Cement Concrete Equipment	Nov 1, 2013	
* 80338			Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	

<u>File Name</u>	<u>Pg.</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80328	118	X	Progress Payments	Nov. 2, 2013	
80281	119	X	Quality Control/Quality Assurance of Concrete Mixes	Jan. 1, 2012	Jan. 1, 2014
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80306	134	X	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2014
80327	144	X	Reinforcement bars	Nov 1, 2013	
80283			Removal and Disposal of Regulated Substances	Jan. 1, 2012	Nov. 2, 2012
80319	146	X	Removal and Disposal of Surplus Materials	Nov. 2, 2012	
80307			Seeding	Nov. 1, 2012	
* 80339			Stabilized Subbase	April 1, 2014	
80127			Steel Cost Adjustment	April 2, 2004	April 1, 2009
80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80301	147	X	Tracking the Use of Pesticides	Aug. 1, 2012	
80333			Traffic Control Setup and Removal Freeway/Expressway	Jan. 1, 2014	
20338			Training Special Provisions	Oct. 15, 1975	
* 80318			Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80288			Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2013
80302	148	X	Weekly DBE Trucking Reports	June 2, 2012	
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071			Working Days	Jan. 1, 2002	

The following special provisions are in the 2014 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>
80309	Anchor Bolts	Articles 1006.09, 1070.01, and 1070.03	Jan. 1, 2013	
80276	Bridge Relief Joint Sealer	Article 503.19 and Sections 588 and 589	Jan. 1, 2012	Aug. 1, 2012
80312	Drain Pipe, Tile, Drainage Mat, and Wall Drain	Article 101.01, 1040.03, and 1040.04	Jan. 1, 2013	
80313	Fabric Bearing Pads	Article 1082.01	Jan. 1, 2013	
80169	High Tension Cable Median Barrier	Section 644 and Article 1106.02	Jan. 1, 2007	Jan. 1, 2013
80320	Liquidated Damages	Article 108.09	April 1, 2013	
80297	Modified Urethane Pavement Marking	Section 780, Articles 1095.09 and 1105.04	April 1, 2012	
80253	Moveable Traffic Barrier	Section 707 and Article 1106.02	Jan. 1, 2010	Jan. 1, 2013
80231	Pavement Marking Removal	Recurring CS #33	April 1, 2009	
80321	Pavement Removal	Article 440.07	April 1, 2013	
80022	Payments to Subcontractors	Article 109.11	June 1, 2000	Jan. 1, 2006
80316	Placing and Consolidating Concrete	Articles 503.06, 503.07, and 516.12	Jan. 1, 2013	
80278	Planting Woody Plants	Section 253 and Article 1081.01	Jan. 1, 2012	Aug. 1, 2012
80305	Polyurea Pavement Markings	Article 780.14	Nov. 1, 2012	Jan. 1, 2013
80279	Portland Cement Concrete	Sections 312, 503, 1003, 1004, 1019, and 1020	Jan. 1, 2012	Nov. 1, 2013
80218	Preventive Maintenance – Bituminous Surface Treatment	Recurring CS #34	Jan. 1, 2009	April 1, 2012
80219	Preventive Maintenance – Cape Seal	Recurring CS #35	Jan. 1, 2009	April 1, 2012
80220	Preventive Maintenance – Micro Surfacing	Recurring CS #36	Jan. 1, 2009	April 1, 2012
80221	Preventive Maintenance – Slurry Seal	Recurring CS #37	Jan. 1, 2009	April 1, 2012

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80224	Restoring Bridge Approach Pavements Using High-Density Foam	Recurring CS #39	Jan. 1, 2009	Jan. 1, 2012
80255	Stone Matrix Asphalt	Sections 406, 1003, 1004, 1030, and 1011	Jan. 1, 2010	Aug. 1, 2013
80143	Subcontractor Mobilization Payments	Article 109.12	April 2, 2005	April 1, 2011
80308	Synthetic Fibers in Concrete Gutter, Curb, Median and Paved Ditch	Articles 606.02 and 606.11	Nov. 1, 2012	
80286	Temporary Erosion and Sediment Control	Articles 280.04 and 280.08	Jan. 1, 2012	
80225	Temporary Raised Pavement Marker	Recurring CS #38	Jan. 1, 2009	
80256	Temporary Water Filled Barrier	Section 708 and Article 1106.02	Jan. 1, 2010	Jan. 1, 2013
80273	Traffic Control Deficiency Deduction	Article 105.03	Aug. 1, 2011	
80270	Utility Coordination and Conflicts	Articles 105.07, 107.19, 107.31, 107.37, 107.38, 107.39 and 107.40	April 1, 2011	Jan. 1, 2012

The following special provisions require additional information from the designer. The Special Provisions are:

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

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, the latest edition of the Manual on Uniform Traffic Control Devices for street and highways,” and the “Manual of Test Procedures for Materials” in effect on the date of invitation for bids, and the Supplemental Specifications, Recurring Special Provisions indicated on the check sheet included herein, which apply to and govern the construction of the City of Elmwood Streetscape Improvements – Phase II including the 100 block of West Main St, the 100 blocks of East and West Evergreen St, the 100 blocks of North and South Evergreen St, the 100 blocks of North and South Magnolia St and adjacent corner improvement, within Elmwood, Illinois, Peoria County. And in the case of conflict with any part, or parts, of said specifications, the said Special Provisions herein stated shall take precedence and shall govern.

LOCATION OF PROJECT

The project is located within the City of Elmwood, in Peoria County, Illinois. The proposed Streetscape Improvements include:

West Main Street from station 11+03.90 to station 15+29.10
West and East Evergreen Street from station 31+26.47 to 39+77.55
South and North and Lilac Street from station 50+87.10 to 57+45.81
South and North Magnolia Street from station 60+87.85 to 67+54.51
North Rose Street from station 72+18.93 to 74+64.36
for a total project length of 2,847.09 feet.

DESCRIPTION OF PROJECT

The work to be performed under the contract will include reconstruction of the existing sidewalks from the curb line to ROW. Work will consist of demolition and removal of existing concrete curb, sidewalk and stairs, removal of existing street lights, adjustment of utilities within the sidewalk, new curb and gutter, curb ramps, colored concrete sidewalk, pavement milling and resurfacing; new ornamental combination street/pedestrian lighting, concrete stairs, paving, planter curbs and low walls, street and traffic signage, ornamental metal handrail/guardrailings, precast concrete planter, landscaping and sod.

COMPLETION

The contractor shall schedule his/her operation so as to complete all work as noted below to the point of substantial completion no later than 11:59 PM on November 21, 2014.

Substantial Completion is defined as a completion of all hardscape, signage, and lighting, required to open the sidewalks and roadway to both pedestrian and vehicular traffic at the following locations:

- West Main Street
- North Magnolia Street (West side only)

- South Magnolia Street
- North Lilac Street

All remaining hardscape, signage, and lighting installation shall be completed no later than 11:59 PM on May 30, 2015.

Woody Plants installation shall be completed no later than 11:59 PM on June 1, 2015 and Perennials shall be completed no later than 11:59 PM on June 15, 2015.

The contractor shall schedule his/her operations so as to complete all work covered in the contract to the point of final completion no later than 11:59 PM on October 31, 2015. Final completion date is established to include planting of bulb type perennials and establishment period for Woody Plants.

Final Completion is defined as completion of all work following substantial completion necessary to ensure landscaping establishment as well as any punchlist items required by the Engineer.

Winter shutdown – All vehicle and pedestrian ways shall be free of debris and construction equipment before a winter shutdown will be allowed. All sidewalks and adjacent roadways shall be open and accessible during a winter shutdown. During a winter shutdown, any necessary traffic control devices shall remain in place and maintained, and no operations will be allowed which would affect the sidewalks or pedestrian traffic.

COOPERATION WITH UTILITY

The Contractor shall coordinate his/her operations with Ameren for the installation of the street lighting and adjustment of gas meters and valves as necessary to complete contract work. The Contractor shall coordinate his/her operations with the other utility companies affected on the project as deemed necessary.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the damage or destruction of public and private property of any character resulting from neglect, misconduct, construction activities, or omission in his/her manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of the Specifications complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at no additional cost to the Department, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the engineer may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between the Department and the Contractor.

SPECIAL EVENTS

Elmwood Strawberry Festival

The Elmwood Strawberry Festival is tentatively scheduled for the following dates:

June 7, 2014
June 6, 2015

The Contractor shall be responsible for verifying the actual dates of the Strawberry Festival. In addition to the requirements of Article 107.09, the contractor shall submit to the Engineer a schedule of the work happening during the week leading to the Elmwood Strawberry Festival, who in turn will provide it to the City of Elmwood 14 days before the aforementioned event.

No work shall be allowed the day preceding, the day of, nor the day following the Festival. During this time, Elmwood Central Park shall be made accessible for the City of Elmwood and the public to host the festival. The park shall be free of debris and construction equipment and material.

Elmwood Fall Festival

The Elmwood Fall Festival is tentatively scheduled for the following dates:

September 4 to September 6, 2014
September 10 to September 12, 2015

The Contractor shall be responsible for verifying the actual dates of the Fall Festival. In addition to the requirements of Article 107.09, the contractor shall submit to the Engineer a schedule of the work happening during the week leading to the Elmwood Fall Festival, who in turn will provide it to the City of Elmwood 14 days before the aforementioned event.

No work shall be allowed the day preceding, the days of, nor the day following the Festival. During this time, Elmwood Central Park shall be made accessible for the City of Elmwood and the public to host the festival. The park shall be free of debris and construction equipment and material.

The Contractor shall be responsible for verifying the actual dates of the Festival(s). In addition to the requirements of Article 107.09, no construction operations will be allowed which would affect the sidewalks or pedestrian traffic. All sidewalks and adjacent roadways shall be open and unimpeded.

PCC QC/QA ELECTRONIC REPORT SUBMITTAL

Effective April 26, 2013

The Contractor's QC personnel shall be responsible for electronically submitting PRO and IND MI 654 Air, Slump, Quantity and PRO MI 655 PCC Strength Reports to the Department. The format for the electronic submittals will be the PCC QC/QA reporting program, which will be provided by the Department. Microsoft Office 2007 or newer is required for this program which must be provided by the Contractor.

PCC AUTOMATIC BATCHING EQUIPMENT

Effective April 23, 2010 Revised November 8, 2013

Portland cement concrete provided shall be produced from batch plants that conform to the requirements of Article 1103.03 (a) and (b) of the Standard Specifications for Road and Bridge Construction. Semi-automatic batching will not be allowed.

In addition, the batching plant shall be a computerized plant interfaced with a printer and shall print actual batch weights, added water, tempering water, mixing time, and amount of each additive per batch. At the discretion of the Engineer, archived electronic versions of batch proportions will be acceptable. Truck delivery tickets will still be required as per Article 1020.11 (a)(7).

TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

Effective: September 30, 1985

Revised: January 1, 2012

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

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District Four Bureau of Traffic at least 72 hours in advance of beginning work. All Traffic Control and Protection procedures shall be coordinated with the City of Elmwood and approved by the Engineer prior to the start of construction.

STANDARDS

701801-05 and 701901-02

DETAILS

Maintenance of Traffic Plan

RECURRING SPECIAL PROVISIONS

LRS 3: Work Zone Traffic Control and Surveillance

SPECIAL PROVISIONS

"Traffic Control and Protection (Special)"

"Temporary Sidewalk Ramp"

TRAFFIC CONTROL AND PROTECTION

This item of work include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing vehicular and pedestrian traffic during construction or maintenance of this improvement, as well as for the protection of the Contractor's and sub-contractor's workers in the vicinity of the work area.

Traffic Control and Protection shall be provided as called for in the plans, these Special Provisions, applicable Highway Standards, and applicable sections of the Standard Specifications. Should the Contractor wish to modify the established Maintenance of Traffic and Staging Plan, the Contractor shall provide detailed CAD generated plans, to scale, to outline the proposed maintenance of traffic and staging procedures. Any modification to the established Maintenance of Traffic and Staging Plan shall be approved by the Engineer and any approved changes shall be fully enforceable in accordance with the Standard Specifications for failure to meet maintenance of traffic requirements.

The governing factor in the execution and staging of work for this project is to provide the motoring public and pedestrian public with the safest possible travel conditions through the construction zone. The Contractor shall arrange his/her operations to keep closing of lanes to a minimum.

All traffic control devices used on this project shall conform to the plans, Special Provisions, Traffic Control Standards, Traffic Specifications and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

Traffic Control Devices include signs and their supports, signals, pavement markings, barricades with sand bags, channelizing devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone.

Only signs, barricades, vertical panels, drums and cones that meet the requirements of the Department's "Quality Standard for Work Zone Traffic Control Devices – 2010" shall be used on this project. Copies of this publication are available on the IDOT website for the Contractor's use prior to the initial set-up. At the time of the initial set-up or at the time of major stage changes, 100 percent of each type of device (cones, drums, barricades, vertical panels or signs) shall be acceptable as defined by the referenced publication. Throughout the duration of the project, the percentage of acceptable devices may decrease to 75 percent only as a result of damage and/or deterioration during the course of work. Work shall not begin until a determination has been made that all traffic control devices meet the quality required in this standard.

The Contractor is required to conduct routine inspections of the worksite at a frequency that will allow for the prompt replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color, and operational requirements of the MUTCD, the Traffic Control Standards, or will no longer present a neat appearance to motorists. A sufficient quantity of placement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall immediately remove, cover, or turn from the view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, materials used shall totally block out reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet with the approval of the Engineer.

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

The Contractor shall ensure that all traffic control devices installed are operational, functional and effective 24 hours a day, including Sundays and holidays.

Signs. All signs except those referring to the daily lane closures shall be post mounted in accordance with Standard 701901 for all projects that exceed four days.

Prior to the beginning of construction operations, the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. All provisions of Article 107.25 of the Standard Specifications shall apply except the third paragraph shall be revised to read: "The Contractor shall maintain, furnish and replace at his own expense, any traffic sign or post which has been damaged or lost by the Contractor or a third party.

Placement and Removal of Signs and Barricades. Placement of all signs and barricades shall proceed in the direction of flow of traffic. Removal of all signs and barricades shall start at the end of the construction areas and proceed toward oncoming traffic unless otherwise directed by the Engineer.

Public Safety and Convenience. The Contractor shall complete IDOT form OPER 725 – Traffic Control Authorization Request prior to construction and provide the Engineer a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall dispatch workers, materials and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Engineer concerning any requests for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

The Contractor shall conduct a weekly coordination meeting with business owners in the downtown district to discuss upcoming construction activities and to coordinate ADA accessible access to each business throughout the duration of the project. Any disruption to the normal travel of pedestrian's access shall be coordinated with the building owners and Engineer at least one week in advance of beginning work. Work shall be coordinated to minimize impact to business operations.

The Contractor shall maintain pedestrian access (Minimum 5' width) to adjacent properties (where applicable), crosswalks and side streets, and building entries at all times by installing ADA compliant plywood walkways. Pedestrian access to adjacent properties shall be uninterrupted until the walkway is fully restored. Pedestrian walkways must be maintained free of any obstructions and hazards such as holes, debris, mud, construction equipment, stored materials, etc..., and must be broom swept daily or as directed by the Engineer. All hazards near or adjacent to walkways must be clearly delineated. Contractor shall submit shop drawings for plywood walkways and ramps to Engineer for review and approval prior to construction. Contractor will be responsible for the observation and protection of temporary accesses at all times throughout the duration of the project. The Contractor shall also be responsible for the installation and maintenance of signage and other items to ensure safe pedestrian access.

When traveling in lanes open to public traffic, the Contractor's vehicle shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner which will not be hazardous to, or interfere with, traffic and shall not park or stop except within designated work areas. Personal vehicles shall not park within the right of way except in specific areas designated by the Engineer.

Construction Staging.

All Parking locations for construction workers, construction equipment and staging for construction materials to be coordinated with engineer prior to the start of construction.

Stage 1 - North Side of West Main Street/ East and West Side of North Lilac Street/ West Side of North Magnolia Street/ South Side of West Evergreen Street: Contract work shall commence with

the south R.O.W. improvements within the area indicated. Existing street parking shall be maintained on the south side of the West Main Street, the east side of North Magnolia and the north side of West Evergreen Street. Additionally, access to the parking lot at the southeast corner of West Evergreen Street and North Lilac Street shall be maintained at all time during Stage 1 Construction. Curb ramps and temporary access around Stage 1 work area shall be provided in accordance with the Maintenance of Traffic Plan, Special Provisions, and the IDOT Standard Details and Specifications.

Stage 2 – South Side West Main Street/ East and West Side of South Lilac Street/ West Side of South Magnolia Street: Contract work shall not commence within the Stage 2 R.O.W. improvements area until full pedestrian access and street parking is restored for the Stage 1 work area. Curb ramps and temporary access around Stage 2 work area shall be provided in accordance with the Maintenance of Traffic Plan, Special Provisions, and the IDOT Standard Details and Specifications.

Stage 3 – East Side of North and South Magnolia Street/ South Side of East Evergreen Street/ West Side of North Rose Street: Contract work shall not commence within the Stage 3 R.O.W. improvements area until full pedestrian access and street parking is restored for the Stage 1 and 2 work areas. Curb ramps and temporary access around Stage 3 work area shall be provided in accordance with the Maintenance of Traffic Plan, Special Provisions, and the IDOT Standard Details and Specifications.

Basis of Payment. Traffic control and protection for the various applications indicated on the maintenance of traffic plans and specified in the Special Provisions, and/or required by the Engineer, will be paid for at the applicable contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL), which price shall be payment in full for all labor, materials, equipment, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required, as indicated on the plans and approved by the Engineer.

CONSTRUCTION LAYOUT

Description. The work consists of performing all surveys, measurements, and computations required by this specification.

Equipment and material. Equipment for construction surveys shall be of a quality and condition to provide the required accuracy. The equipment shall be maintained in good working order and in proper adjustment at all times. Records of repairs, calibration tests, accuracy checks, and adjustments shall be maintained and be available for inspection by the engineer. Equipment shall be checked, tested, and adjusted as necessary in conformance with manufacturer's recommendations.

Material is field notebooks, stakes, templates, platforms, equipment, spikes, steel pins, tools, and all other items necessary to perform the work specified.

Quality of work. All work shall follow recognized professional practice and the standards of the industry unless otherwise specified in this specification. The work shall be performed to the accuracy and detail appropriate for the type of job. Notes, sketches, and other data shall be complete, recorded neatly, legible, reproducible and organized to facilitate ease in review and allow reproduction of copies for job documentation. Survey equipment that requires little or no manual recording of field data shall have survey information documented as outlined in this specification.

All computations shall be mathematically correct and shall include information to identify the bid item, date, and who performed, checked, and approved the computations. Computations shall be legible, complete, and clearly document the source of all information used including assumptions and measurements collected.

If a computer program is used to perform the computations, the contractor shall provide the engineer with the software identification, vendor's name, version number, and other pertinent data before beginning survey activities. Computer generated computations shall show all input data including values assigned and assumptions made.

The elevations of permanent and temporary bench marks shall be determined and recorded to the nearest 0.01 foot. Differential leveling and transit traverses shall be of such precision that the error of vertical closure in feet shall not exceed plus or minus 0.1 times the square root of the traverse distance in miles. Linear measurements shall be accurate to within 1 foot in 5,000 feet, unless otherwise specified in this specification. The angular error of closure for transit traverses shall not exceed 1 minute times the square root of the number of angles turned.

The minimum requirements for placing slope stakes shall be at 25-foot stations for tangents, as little as 10 feet for sharp curves, breaks in the original ground surface and at any other intermediate stations necessary to ensure accurate location for construction layout and measurement. Slope stakes and cross sections shall be perpendicular to the centerline. Significant breaks in grade shall be determined for cross sections. Distances shall be measured horizontally and recorded to the nearest 0.1 foot. Side shots for interim construction stakes may be taken with a hand level.

Unless otherwise specified in this specification, measurements for stationing and establishing the location of structures shall be made to the nearest 0.1 foot.

Elevations for concrete work, pipes, and mechanical equipment shall be determined and recorded to the nearest 0.01 foot. Elevations for earth work shall be determined and recorded to the nearest 0.1 foot.

Primary control. The original survey control points for primary control, necessary to establish lines and grades needed for construction are shown on the drawings and have been located on the job site.

These control points shall be used as the origin of all surveys, layouts, and measurements to establish construction lines and grades. The contractor shall take all necessary precautions to prevent the loss or damage of primary control points. Any stakes or control points lost or damaged by construction activity will be reestablished by the contractor or at contractor expense.

Construction surveys. Before work starts that requires contractor performed surveys, the contractor shall submit in writing for the engineer's review: the name, qualifications, and experience of the individuals to be assigned to the survey tasks.

Contractor performed surveys shall include:

- checking and any supplemental or interim staking
- layout of the roadway centerline, right of way and stationing
- performing quantity surveys, measurements, and computations for progress payment

Staking. The construction staking required for the item shall be completed before work on any item starts. Construction staking shall be completed as follows or as otherwise specified in this specification:

Excavation and fill - Slope stakes shall be placed at the intersection of the specified slopes and ground line. Slope stakes and the reference stakes for slopes shall be marked with the stationing, required cut or fill, slope ratio, and horizontal distance from the centerline or other control line.

Structures - Centerline and offset reference line stakes for location, alignment, and elevation shall be placed for all structures.

Records. All survey data shall be recorded in fully identified standard hard-bound engineering survey field notebooks with consecutively numbered pages. All field notes and printed data shall include the purpose or description of the work, the date the work was performed, weather data, sketches, and the personnel who performed and checked the work. Electronically generated survey data and computations shall be bound, page numbered, and cross referenced in a bound field notebook containing the index for all survey activities. All work shall follow recognized professional practice.

The construction survey records shall be available at all times during the progress of the work for examination and use by the engineer and when requested, copies shall be made available. The original field notebooks and other records shall be provided to and become the property of the owner before final payment and acceptance of all work.

Complete documentation of computations and supporting data for progress payments shall be submitted to the engineer with each invoice for payment as specified in this specification.

Items of work and construction details. Items of work to be performed in conformance with this specification and the construction details therefore are:

Construction Surveys

- (1) Before beginning work the contractor will review with the Engineer all details involved in the proposed surveys such as: personnel performing the work; special requirements for the surveys; layout surveys; and proposed line and grade of the work.
- (2) Copies of the survey notes shall be provided each week to the Engineer as layout surveys progress.
- (3) The contractor shall be responsible for restaking any original government layout, contractor layout, or references that are removed or destroyed.
- (4) Documentation of surveys and computations shall be submitted to the Engineer.

Basis of Payment. The work under this item will be paid for at the applicable contract lump sum price for CONSTRUCTION LAYOUT, which price shall be payment in full for all labor, materials, equipment, transportation, handling and incidental work necessary to complete construction layout, as indicated on the plans and approved by the Engineer.

MULCH

This work shall be done in accordance with the applicable portion of Section 253.02 (c) and Section 1081.06 of the Standard Specifications for Road and Bridge Construction.

Description. This work shall consist of furnishing, transporting, and spreading approved shredded hardwood bark mulch to the depth specified in all shrub, perennial and ground cover plantings as shown in the plans or as directed by the Engineer.

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

- Material shall be free of sticks, leaves, stones, dirt clods, and other debris.
- Individual wood chips shall not exceed 2 inches (50 mm) in the largest dimension.

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

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

The Contractor shall remove and properly dispose of all weeds, litter and plant debris before mulching. The shredded mulch shall be placed according at the required depth as specified in the plans for planting trees, shrubs, vines and perennial plants. Care shall be taken not to bury leaves, stems, or vines under mulch material. Mulch shall not be in contact with the base of the trunk.

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

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

Method of Measurement. Mulch will not be measured separately.

Basis of Payment. This work will not be paid separately but shall be included in individual PLANTING PERENNIAL PLANTS and individual Trees, Shrubs, and Ground Cover.

SODDING, SALT TOLERANT

Add the following to Article 252.09 Supplemental Watering:

“ Water shall be applied at the rate of 5 gal/sq yd once per week from installation to Final Completion October 31, 2015”. Sod shall be installed no later than 4 weeks prior to Final Completion.

PLANTING WOODY PLANTS

Effective: January 1, 2012
Revised: August 1, 2012

Revise the second sentence of Article 253.01 of the Standard Specifications to read:

“ This work shall consist of furnishing, transporting, and planting woody plants such as trees, shrubs, evergreens, vines, and seedlings.”

Revise Article 253.02(a) of the Standard Specifications to read:

“ (a) Trees, Shrubs, Evergreens, Vines and Seedlings1081.01”

Revise the first sentence of Article 253.08(a) of the Standard Specifications to read:

“ (a) Excavation for Deciduous Trees and Evergreen Trees.”

Revise the first sentence of Article 253.08(b) of the Standard Specifications to read:

“ (b) Excavation for Deciduous Shrubs, Evergreen Shrubs, Vines, and Seedlings.”

Delete the fourth paragraphs of Article 253.10 and substitute the following:

Work each layer by hand to compact backfill and eliminate voids. Maintain plumb during backfilling. When backfill is approximately 2/3 complete, saturate backfill with water and repeat until no more water can be absorbed. Place and compact remainder of backfill and thoroughly water again. Approved watering equipment shall be at the site of the work and in operational condition PRIOR TO STARTING the planting operation and DURING all planting operations OR PLANTING WILL NOT BE ALLOWED.

Delete Article 253.11 and substitute the following:

Within 48 hours after planting, mulch shall be placed around all plants in the entire mulched bed or saucer area specified to a depth of 3 inches (76 mm). No weed barrier fabric or pre-emergent herbicide will be required for tree and shrub planting.

Revise the first sentence of Article 253.13 of the Standard Specifications to read:

“ All deciduous and evergreen trees, with the exception of multi-stem or clump form specimens, over 8 ft (2.5 m) in height shall require three 6 ft (2 m) long steel posts so placed that they are equidistant from each other and adjacent to the outside of the ball.”

Revise the first sentence of the second paragraph of Article 253.14 of the Standard Specifications to read:

“ This period of establishment for the plants shall not delay acceptance of the entire project and final payment due if the contractor requires and receives from the subcontractor a third party performance bond naming the Department as obligee in the full amount of the planting quantities subject to this period of establishment, multiplied by their contract unit prices.”

Revise the third sentence of Article 253.16 of the Standard Specifications to read:

“ Trees, shrubs, evergreens, and vines will be measured as each individual plant.”

Revise Article 253.17 of the Standard Specifications to read:

“ **253.17 Basis of Payment.** This work will be paid for at the contract unit price per each for TREES, SHRUBS, EVERGREENS, or VINES, of the species, root type, and plant size specified; and per unit for SEEDLINGS. Payment will be made according to the following schedule.

- (a) Initial Payment. Upon completion of planting, mulch covering, wrapping, and bracing, 90percent of the pay item(s) will be paid.
- (b) Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining ten percent of the pay item(s) will be paid.”

Revise the first paragraph of Article 1081.01 of the Standard Specifications to read:

“ **1081.01 Trees, Shrubs, Evergreens, Vines, and Seedlings.** Trees, shrubs, evergreens, vines, and seedlings shall be according to the current standards adopted by the ANLA.”

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PLANTING PERENNIAL PLANTS

Delete Article 254.04 (b) Planting Times and substitute the following:

The perennials and vines shall be planted after all construction work has been completed and during the time frame either between May 1 and June 15.

Refer to Plant Bed Preparation Special Provision for Layout of Planting and Planting Procedures.

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

Within 24 hours, the entire perennial plant bed shall be mulched with a total of 3 inches (75 mm) of fine grade Shredded Mulch. A mulch sample shall be submitted to the Engineer for approval 72 hours prior to placing. Care shall be taken to place the mulch so as not to smother the plants.

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

The Period of Establishment shall begin at the time of installation and continue until September 1, 2013.

Delete Article 254.09 (b) and substitute the following:

Perennial plants must undergo a 30-day period of establishment. Additional watering shall be performed not less than twice a week for four weeks following installation. Water shall be applied at the rate of 2 gallons per square foot. Should excess moisture prevail, the Engineer may delete any or all of the additional watering cycles. In severe weather, the Engineer may require additional watering.

A spray nozzle that does not damage small plants must be used when watering perennial plants. Water shall be applied at the base of the plant to keep as much water as possible off plant leaves. Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing water to flow beyond the periphery of the bed.

Add the following Article 254.09 Period of Establishment:

During the period of establishment, weeds and grass growth shall be removed from within the mulched perennial beds. This weeding shall be performed twice during the 30 day period of establishment. The Contractor will not be relieved in any way from the responsibility for unsatisfactory plants due to the extent of weeding.

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

Add the following to Article 254.11 Basis of Payment:

- a) Payment for Shredded Mulch shall be included in contract unit price of the perennial plant pay item..
- b) The unit price shall include the cost of all materials, equipment, labor, plant care, removal, disposal and incidentals required to complete the work a specified herein and to the satisfaction of the Engineer.

TOPSOIL FURNISH AND PLACE, 4”
TOPSOIL FURNISH AND PLACE, 24”

Work under this item shall be performed in accordance with Section 211 of the Standard Specifications for Road and Bridge Construction except as modified herein.

Description: This work shall consist of testing, preparing, and placing topsoil including finish grading. Topsoil Furnish and Place, 4” shall be included in all sodded areas as shown on the plans. Topsoil Furnish and Place, 24” shall be included in all street and raised planters as shown on the plans.

General Requirements: In general the soil mix shall be two (2) parts pulverized topsoil and one (1) part coarse sand. The sand shall be added and mixed during the pulverization process only. The sand shall be of an F2 gradation. A 3” layer of mushroom compost shall be added to after TOPSOIL FURNISH AND PLACE, 24” and uniformly tilled in to a depth of 12” in all street and raised planters. Mushroom compost will be included in the cost for TOPSOIL FURNISH AND PLACE, 24”.

Submittals: Soil Testing: No planting soil shall be delivered to the site until the Engineer has reviewed test results and has accepted the planting soil. The Contractor shall employ a soil testing agency acceptable to the Engineer and which uses methods approved by the Association of Agricultural Chemists. A minimum of three (3) samples shall be taken from different locations of proposed planting soil source.

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

Chemical Analysis:	HIGH	LOW
pH	7.0	6.5

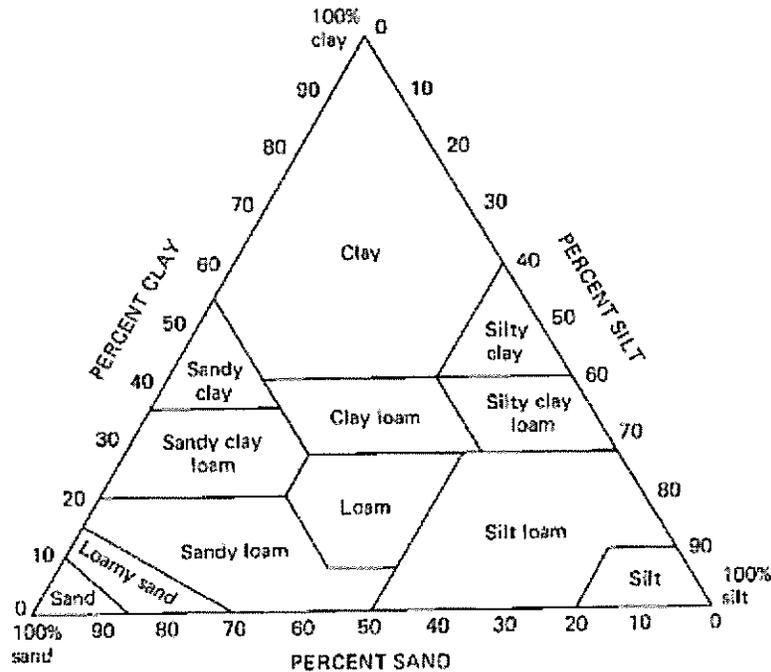
Mechanical Analysis		
% clay	25%	0%
% silt	77%	45%
% sand	33%	25%

Additionally the following variables are required.

- a. cation exchange capacity (CEC)
- b. soluble salts
- c. organic matter
- d. phosphorous
- e. available potassium
- f. nutrients
- g. residual chemicals

Recommendations to mitigate any issues from the results in items 3a through 3g.

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



Inspections:

1. The Engineer retains the right to visually inspect planting soil mix on site before placement. The Engineer may ask that material suspected of not meeting specification be removed from the site.
2. The Engineer's Bureau of Inspections may be taking samples of the planter soil after it has been placed. The same chemical and mechanical test will be performed. If the in place planting soil does not meet specification, than that area or planter will not be paid for. The Contractor will be given an opportunity to remedy the planting soil, so that full payment can be made.

Preparation and Placement:

1. Structure Adjustments: Perform or coordinate final adjustments of any utility structure.
2. Clean planters of all trash and debris before placement of soil mix. Remove and legally dispose of debris off site. Repair to the satisfaction of the Engineer any portion of the sand pre-filter under drainage fabric or layers prior to installation of soil mix.
3. Place, spread and rough grade specified planting soil to depths specified in all areas to be planted. Place planting soil mix in two level (2) lifts. The first lift shall contain 2/3 of the soil depth. After placing each lift moisten surface at a rate of one (1) gallon of water per square foot. Allow water to thoroughly percolate through the soil before placing the next lift. Allow for settling, and place additional planting soil as necessary. Allow for placement and mixing of mushroom compost, but place enough soil mix to meet finish grades within specified tolerances.

4. Rake smooth and finish grade all planted areas. The removal of excess material or the addition of planting soil maybe required prior to landscaping. This shall be considered incidental to planting soil. Grading will be to a tolerance +/- 0.10 foot of design grades. Grade disturbed by irrigation installation shall be restored to finish grade and raked smooth.
5. All debris, litter, tire tracks, dirt, and unintended materials shall be removed, swept or washed off of all landscape and hard median surfaces and pavement on a daily basis.

Method of Measurement: TOPSOIL FURNISH AND PLACE, 4" and TOPSOIL FURNISH AND PLACE, 24" will be measured for payment in place and the volume computed in square yards by method of average end area.

Basis of Payment: This work will be paid for at the contract unit price per square yard for TOPSOIL FURNISH AND PLACE, 4" and TOPSOIL FURNISH AND PLACE, 24", which prices shall include all materials, labor and equipment necessary to complete the work.

TEMPORARY SIDEWALK RAMP

Description. The Contractor must maintain pedestrian access to adjacent properties by installing ADA compliant wood frame-constructed walkways and ramps from the curb line to the property entrances, and at either end of the pedestrian path as directed by the Engineer. These ramps can be reused, if maintained in acceptable condition, throughout the project. Pedestrian access to adjacent properties must be uninterrupted until the walk is fully restored.

The Contractor must maintain disabled person pedestrian access to crosswalks across the main arterial street and side streets at all times via ADA compliant wood frame-constructed walkways and ramps through the work zones. These accesses must be observed and protected by the Contractor at all times, as shown on the M.O.T. plans and/or as directed by the Engineer.

Installation, maintenance and removal of necessary signs and barricades needed to direct pedestrians to usable sidewalks and walkways during the construction is incidental to this item. Contractor may provide temporary access with clean crushed stone as described in Maintenance of Access to Abutting Property in conjunction with wood ramps compliant with the ADA to provide walkways and access to abutting properties. A temporary chain link fence may also be used to delineate the pedestrian path in addition to being the perimeter of construction work site, however, care must be taken not to obstruct the proposed path with fence footings. All use of temporary chain link fence will first be approved in writing by the Engineer.

NOTES:

1. Illinois Standard sign R11-1102 Sign legend "Sidewalk Closed (Arrow) Use Other Side.": Size 24" x 30"; black legend on a white reflectorized background) must be placed at pedestrian crossing locations informing pedestrians of closed sidewalk sections where necessitated. Barricade shall be placed on all closed sidewalk sections.
2. Barricades shall be Type I or II.
3. Pedestrian access paths will be maintained on both sides of the street where possible. Full closures of sidewalk must be approved by Engineer.
4. At each point of closure, sufficient numbers of barricades shall be used to completely close the pathway. Use one "Sidewalk Closed" sign at each end of a sidewalk section being reconstructed.
5. Pedestrian walkways shall be maintained free of any obstructions and hazards such as holes, debris, mud, construction equipment, stored materials, etc.
6. All hazards near or adjacent to walkways shall be clearly delineated.
7. Care shall be taken to comply with the ADA Accessibility Guidelines while providing temporary pedestrian access, including: a) at minimum a 4' wide unobstructed path and a 5' wide x 5' long area at minimum every 200', b) maintain curb ramp access to open sidewalks and c) open excavations adjacent to pedestrian access paths must be protected by barricades or fence and delineated by a continuous bottom edge at least 6" high from walkway and a continuous rail or surface (fence) at 3' above the walkway.
8. In accordance with the ADA guidelines, a 4' wide unobstructed sidewalk shall be maintained adjacent to the property line. Should this sidewalk be removed, replacement must be completed within 72 hours, unless otherwise directed by the Engineer.

Maintenance of Access to Abutting Property.

Description. The contractor must at all times conduct the work in such a manner as to ensure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and

of residents along the involved streets shall be provided for in an adequate and satisfactory manner as directed by the Engineer.

Where possible, the Contractor must provide the temporary access by placing clean crushed stone fill having a CA-6 gradation meeting the requirements of Article 1004.04 of the Standard Specifications, from the street under improvement to abutting side streets, alleys, driveways, parking lots, buildings, houses, crosswalks, bus stops disturbed by the construction, including access from sidewalks to the bus stops, and to any other property where egress and ingress is required.

The contractor must provide and install steel plates to cover open trenches until pavement or sidewalk is replaced.

When permanent access has been re-established, the materials used for temporary access shall be removed by the Contractor and shall become his/her property for disposal thereof. However, the Contractor may use the same material in other locations to provide temporary access if approved by and as directed by the Engineer.

Method of Measurement. TEMPORARY SIDEWALK RAMP, which consists of all items described will be measured for payment on a per each basis.

Basis of Payment. This work will be paid for at the contract unit price per each TEMPORARY SIDEWALK RAMP, which price shall be payment in full for all labor, materials, equipment, transportation, handling and incidentals necessary to furnish, install, maintain, removing, and disposing of all materials described and as approved by the Engineer.

**PORTLAND CEMENT CONCRETE SIDEWALK, 5”
 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8”**

Description. Work under these items shall be performed in accordance with the requirements of Section 420 of the Standard Specifications except as herein modified.

This work consists of furnishing of all labor, materials, tools, and equipment necessary to install portland cement concrete pavement on a sub-base granular material, Type B, as shown on the Contract Plans or as directed by the Engineer. This work shall consist of constructing portland cement concrete at locations and of lengths, widths and grade as shown on the plans or as directed by the Engineer.

Materials. Materials shall be according to the following.
 Item Article/Section

(a) Portland Cement Concrete -----	1020
(b) Reinforcement Bars and Fabric -----	1006.10
(c) Pavement Longitudinal Metal Joints, Dowel Bars, and Dowel Bar Assemblies-----	1006.11
(d) Sub-base Granular Material, Type B -----	1004.04
(e) Poured Joint Sealer-----	1050.01, 1050.02
(d) Preformed Expansion Joint Filler-----	1051.09
(d) Protective Coat-----	1023.01
(d) Nonshrink Grout-----	1024.02

Earth Excavation Earth excavation and backfill required to meet proposed grades for sidewalk and driveway paving shall be included in the cost of PORTLAND CEMENT CONCRETE SIDEWALK, 5” and PORTLAND CEMENT DRIVEWAY PAVEMENT, 8”.

Finishing. All exposed surfaces shall be finished smooth and even, and given a light brush finish while the concrete is still workable.

Protective Coat. Protective coat shall be included in the cost of PORTLAND CEMENT CONCRETE SIDEWALK, 5” and PORTLAND CEMENT DRIVEWAY PAVEMENT, 8”

Joints. The pavement joints will be sawcut in accordance with article 420.05. The Contractor shall provide a working field drawing depicting the locations of all staging and construction joints to the Engineer for review and approval prior to placement of concrete. Both the staging and construction joints shall conform to the scoring pattern as shown on the drawings and/or in accordance with the standard specifications. In general control joints shall occur every 5’ and ½ in. (13mm) thick expansion joints every 30’ of paving. ¾ in (20 mm) thick expansion joints shall also occur between pavement and curbs, walls, structures and footings.

Method of Measurement. PORTLAND CEMENT CONCRETE SIDEWALK, 5” shall be measured in place in square feet of paving and PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8” shall be measured in square yards of pavement. SUB-BASE GRANULAR MATERIAL, TYPE B shall be measured installed per cubic yard.

Basis of Payment. PORTLAND CEMENT CONCRETE SIDEWALK, 5” and PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8” shall be paid for at the contract unit price,

which price shall include payment for patterning, sealing, furnishing and installing all required joints, furnishing and installing all required concrete, earth excavation, and backfill as required to perform the work as specified herein. SUB-BASE GRANULAR MATERIAL, TYPE B shall be paid for separately at the contract unit price per cubic yard.

DETECTABLE WARNINGS

Description: This work shall consist of providing and installing grey cast iron detectable warning surface plate at each accessible curb ramp location as shown on the plans.

Materials: Detectible warning plate shall be grey cast iron ASTM A-48 Class 308 in the following sizes: 24"x24" square, 24"x30" rectangle, or 24"x36" rectangle, that comply with the Public Right Of Way Accessibility Guidelines (PROWAG), United States Access Board ADA Accessibility Guidelines (ADAAG), and the Illinois Accessibility Code (IAC) as manufactured by NEENAH Foundry or East Jordan Iron Works or Approved Equal.

Method Of Measurement: DETECTABLE WARNINGS shall be measured in place in square feet of detectable warning plate installed.

Basis Of Payment:

DETECTABLE WARNINGS shall be paid for the contract unit price per square foot.

CLEARING AND GRUBBING

Description: This work shall be performed in accordance with the requirements of Section 201 of the Standard Specifications except as herein modified.

This work consists of furnishing of all labor, materials, tools, and equipment necessary to remove existing sod, stone and debris as necessary to allow for 4" depth of topsoil and sod installation in grass parkways. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off Owner's property.

Method of Measurement. CLEARING AND GRUBBING work will be measured as a LUMP SUM for removal of material as described above to allow for the placement of topsoil and sod.

Basis of Payment. CLEARING AND GRUBBING shall be paid for at the contract LUMP SUM price, which price shall include removal and disposal of all unsuitable material as described above to allow for the placement of topsoil and sod. TOPSOIL FURNISH AND PLACE, 4" and SODDING, SALT TOLLERANT shall be paid for separately

CURB REMOVAL

Description. Work under this item must be performed in accordance with Section 440 of the Standard Specifications for Road and Bridge Construction and subsequent special provisions, except as herein modified. This item must consist of the removal and disposal of existing concrete curb and/or combination concrete curb and gutter. Any additional excavation required to form and install the proposed curb or curb and gutter and its sub-base per the proposed cross-section and at the proposed lines and grades will be considered incidental to these items.

General Requirements. The Contractor must sawcut full depth a perpendicular clean joint between that portion of the curb and gutter to be removed and that portion of the curb and gutter or pavement, which is to remain in place. The cost of full depth sawcutting will be considered incidental to the contract unit price for CURB REMOVAL.

If the Contractor removes or damages the existing curb and gutter outside of the limits designated by the Engineer for removal the Contractor must be required to repair that portion at its own expense and to the satisfaction of the Engineer.

Concurrent with the concrete curb removal, the Contractor shall remove additional material beneath the curb to allow placement of 6 (six) inches of granular material as a sub-base. The work to remove and dispose of the additional earthen material shall be included in the price of CURB REMOVAL. If, upon removal of the existing curb and gutter and the additional 6 (six) inches of material, a soft or unstable sub-base is encountered, this material must be excavated then replaced with granular material at the discretion of the Engineer. The Contractor must not proceed with additional excavation without written permission from the Engineer.

Method of Measurement. CURB REMOVAL will be measured along the face of curb in lineal feet, which measurement will include drainage castings incorporated in various curbs and gutters.

Basis of Payment. The work under this item will be paid for at the contract unit price per lineal foot as shown in the Schedule of Unit Prices for CURB REMOVAL. The unit prices for these items will include removal and disposal of the existing curb and gutter and excavated material, or any other material required to install the proposed cross-section to the proposed line and grade and full depth sawcutting.

SIDEWALK REMOVAL

Description: Work under these items must be performed in accordance with Section 440 of the Standard Specifications, except as herein modified.

This work must consist of the removal and legal disposal of the existing sidewalk, steps, monolithic curb and sidewalk, walls and thickened edges within the limits indicated on the plans from the existing elevation to the proposed sub-base elevation for the improvements.

General Requirements: All limits of removal must be saw cut full depth prior to beginning work. Saw cuts will not be measured for payment but considered incidental to SIDEWALK REMOVAL.

The cost of satisfactory removal and disposal of excavated material and other grading necessary to construct new sidewalks to the proposed lines and grades will be considered incidental to SIDEWALK REMOVAL.

Stockpiling of excavated material on the jobsite will not be permitted. Excavated material must be removed from the jobsite and disposed of in accordance with Article 202.03.

Method of Measurement: SIDEWALK REMOVAL will be determined in place in square feet.

Basis of Payment: The work under this item will be paid for at the contract unit price per square feet as shown in the Schedule of Unit Prices for SIDEWALK REMOVAL, which price will include all labor, material and equipment costs to remove and dispose of the existing sidewalk and sub-base from existing sidewalk elevation to proposed subbase elevation and full depth saw cut.

PAVEMENT REMOVAL

Description: Work under this item must be performed in accordance with Section 440 of the Standard Specifications except as herein modified.

This work must consist of the removal and disposal of roadway pavement including asphalt pavement with concrete, cobble or stone base, stabilization stone, structures, rebar and mesh to the proposed elevations and dimensions as indicated on the plans or directed by the Engineer. Any additional excavation required to install sub-base material at the proposed elevations will be considered incidental to this item.

General Requirements: The pavement section must be saw cut full depth prior to beginning removal. All saw cutting required in the satisfactory removal of the pavement section will be considered incidental to the removal and no additional costs will be paid. If the Contractor removes or damages the existing pavement outside of the limits designated by the Owner for removal, the contractor will be required to repair that portion at its own expense to the satisfaction of the Engineer.

The pavement requiring breaking by machine must be removed in such a manner as not to disturb underlying utility structures. It must be the Contractor's responsibility to protect all existing utilities.

All pavement to be removed, must be legally disposed of off site, as specified in Article 202.03.

After excavating to the required sub-base level, the Engineer will inspect the subgrade. Prior to placing any pavement section material, the subgrade level must be compacted. The compacting will be incidental to the work and no additional compensation will be paid. The sub-base must be compacted to 95% of the maximum density as determined by AASHTO T-99.

Method of Measurement: PAVEMENT REMOVAL will be, as shown on the plans and as directed by the Engineer, measured in place and the area computed in square yards. This will include removal of all types of material between the top of the existing pavement and the proposed sub-base elevation.

Basis of Payment: The work under this item will be paid for at the contract unit price per square yard as shown in the Schedule of Unit Prices for PAVEMENT REMOVAL as measured in place. The contract unit price will include all costs of removal down to the sub-grade elevation for breaking, removing, and disposing of existing concrete pavement, pavement with concrete base and asphalt overlay, stone, stabilization stone, earth, slag of all types, abandoned structures, rebar and mesh. In addition, the unit price will include full depth saw cut and compacting the sub-base.

HANDRAIL REMOVAL

Description: The work under this item shall include furnishing all labor, materials, tools and equipment required for the selective demolition, removal and subsequent offsite disposal of existing steel hand railing as indicated on the plans.

General Requirements: The Contractor shall adhere to the standards set forth in the Standard Specifications for demolition work, and protection of structures.

Method of Measurement: HANDRAIL REMOVAL will be measured per FOOT of removed from site.

Basis of Payment: HANDRAIL REMOVAL shall be paid for per FOOT as specified on the plans and shall include all materials, labor, demolition, disposal of material and clean-up.

COLD MILLING

This item shall consist of the removal of existing hot-mix asphalt from along curb line six feet (6') wide, or as directed by the Engineer and including butt Joints at intersecting streets. The removal shall be done by the depths of one and one-half inch (1 -1 /2") at the curb line or as otherwise directed by the Engineer. The length of the butt joint at the intersection pavement shall be six feet (6').

Equipment: The machine used for surface removal shall be a grinding machine capable of removing, in one pass, a layer of hot-mix asphalt material at least six feet (6') in width and one and one-half inches (1-1/2") in depth. The grinding machine shall be capable of accurately and automatically establishing profile grades by referencing from either the existing pavement or from an independent grade control and shall have a positive means of controlling cross-slope elevations. The equipment shall meet the latest standards by the E.P.A. for noise and air pollution. The equipment shall be equipped with a dust suppression system.

Hot-mix asphalt surface removal will be measured in place and the area computed in square yards. The Contractor shall machine saw a clean cut in the existing hot-mix asphalt surfaces, at the locations of butt joints and remove the existing hot-mix asphalt surface. The square yards measured will be paid for only once regardless of the number of passes needed to remove the material.

Basis of Payment: This work shall be paid for at the contract unit price per square yard COLD MILLING, of the thickness specified.

PEDESTRIAN RAILING
PEDESTRIAN RAIL, (SPECIAL)

Description: Provide Pedestrian Railing and Pedestrian Rail, (Special) which, when installed, comply with the following minimum requirements for structural performance, unless otherwise indicated.

1. Concentrated load of 200 lbs applied at any point in any direction.
2. Uniform load of 50 lbs per linear foot applied simultaneously in both vertical and horizontal directions.
3. Concentrated and uniform loads above need not be assumed to act concurrently.

Submittals:

1. Product Data: Submit manufacturer's specifications, anchor details and installation instructions for products used in miscellaneous metal fabrications, including paint products.
2. Shop Drawings: Submit shop drawings for fabrication and erection of miscellaneous metal fabrications. Include plans, elevations and details of sections and connections. Show anchorage and accessory items. Provide templates for anchor and bolt installation.
3. Mock-up: Provide a mock-up for a typical railing panel showing posts, tubes, rails, pickets, hand railing, welds, connections and powder coat finish as it will appear in the final fabrication.

Quality Assurance:

1. Codes and Standards: Comply with provisions of following, except as otherwise indicated:
 - a. AWS D1.1 "Structural Welding Code - Steel".
2. Qualifications for Welding Work: Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure".
3. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.
4. Installer Qualifications: Engage an experienced Fabricator and Installer who has at least ten years experience and has completed at least twenty (20) similar projects with similar material and scope to that indicated for this Project with a successful construction record of in-service performance.

Steel: For fabrication of miscellaneous metal work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.

1. Steel Plates, Shapes and Bars: ASTM A-36.
2. Steel Tubing: Cold formed, ASTM A-500; or hot rolled, ASTM A-501.
3. Steel Bars for Gratings: ASTM A-569 or ASTM A-36.
4. Brackets, Flanges and Anchors: Cast or formed metal of the same type material and finish as supported rails, unless otherwise indicated.

Fasteners:

1. Provide zinc-coated fasteners. Select fasteners for the type, grade and class required.
2. Bolts and Nuts: Regular hexagon head type, ASTM A-307, Grade A.
3. Lag Bolts: Square head type, FS EF-B-561.
4. Machine Screws: Cadmium plated steel, FS FF-S-92.
5. Wood Screws: Flat head carbon steel, ES *FE-S-III*.
6. Drilled-In Expansion Anchors: Expansion anchors complying with ES EE-S-325, Group II, Type 2, Class 2, Style 1; Hilti HSL Metric Heavy-Duty Expansion Anchor by Hilti Fastening Systems.
7. Toggle Bolts: Tumble-wing type, ES EF-B-588, type, class and style as required.
8. Washers: Provide washers recommended by fastener manufacturers for applications indicated, as follows:
 - a. Plain Washers: Round, carbon steel, ES FF-W-92.
 - b. Lock Washers: Helical spring type carbon steel, ES FE-W-84.
9. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.
 - a. Water-Resistant Product: At exterior locations provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

Fabrication: Use materials of size and thickness indicated and as required producing the strength and durability in finished product for use intended. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support.

1. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges.
2. Ease exposed edges to a radius of approximately 1/32" unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
3. Shear and punch metals cleanly and accurately. Remove burrs.
4. Remove sharp or rough areas on exposed surfaces.

Connections:

1. Welded Connections: Weld corners and seams continuously, complying with AWS recommendations.
 - a. Select materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - b. Obtain fusion without undercut or overlap.
 - c. Remove welding flux immediately.
 - d. At exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing and contour of welded surface matches those adjacent.
2. Fastener Connections: Form exposed connections with hairline joints, flush and smooth.
 - a. Exposure of Fasteners: Use concealed fasteners wherever possible. Use exposed fasteners of type shown or, if not indicated, Phillips flat-head (countersunk) screws or bolts.
 - b. Exposure of Fasteners: Not permitted; use concealed fasteners.

Anchoring Posts: Core holes in cured concrete to receive posts as shown on plans. Core holes shall be 1" dia. larger than the post diameter and drilled to a depth of 5" or as shown on plans. After posts have been inserted into core holes, fill annular space between post and core hole with nonshrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions.

Shop Assembly: Assemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

1. Cut, reinforce, drill and tap miscellaneous metal work as required to receive finish hardware, screws, and similar items.

Joints: Fabricate in a manner to exclude water or provide weep holes where water may accumulate.

Finish:

1. Surface Preparation
 - a. All surfaces shall be sand blasted to prepare for the E coating and powder process. Blasting shall take place no more than 8 hours prior to the coating process. All parts shall then be cleaned in a heated two-stage process including spray washing and cleaning all areas utilizing a total immersion cleaning process. Both stages shall use a heated alkaline cleaner to remove all grease, dirt or other contaminants.
 - b. Rinsing shall be performed by totally immersing parts in a continuously overflowing rinse tank and then totally immersed in a continuously overflowing conditioner to prepare surface for phosphating.

2. Coating

- a. Phosphating shall be performed by totally immersing parts in a heated phosphate solution to provide the transition coating between the metal and the electrodeposition coating.
- b. All parts shall then be rinsed by total immersion in a continuously overflowing rinse tank to remove any excess phosphate solution.
- c. Powder coating preparation for E-Coat shall require all parts to be totally immersed in a continuously overflowing tank containing PPG Powercron 590 (or equivalent) heavy metal free cationic Electrodeposition coating. All parts shall then be rinsed by total immersion in a continuously overflowing tank to remove any excess E coat solution.
- d. All parts shall be cured by heating to the exact time and temperature requirements of the E-coat by precisely controlled gas ovens.
- e. Powder Coating shall be applied by electrostatically depositing a uniform coating on all parts to a thickness of 8 mils minimum in two applications utilizing the E Coat preparation and 2.5-3 Mils utilizing the hot dip galvanizing preparation.
- f. All parts shall be cured by heating to the exact time and temperature requirements of the powder in a precisely controlled oven.
- g. An acceptable alternate to the above phosphating process is hot dip galvanizing all parts to ASTM 123 followed by and etch priming to prepare for powder coating.

Preparation: Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, such as concrete inserts, sleeves, anchor bolts and miscellaneous items having integral anchors, which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

Installation:

1. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing metal fabrications to in-place construction; including threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws and other connectors as required.
2. Cutting, Fitting and Placement: Perform cutting, drilling and fitting required for installation of miscellaneous metal fabrications. Set work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels.
3. Items Built Into Concrete or Masonry: Provide temporary bracing or anchors in formwork.
4. Fit exposed connections accurately together to form tight hairline joints. Weld connections which are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations. Grind exposed joints smooth and touch-up shop paint coat.

5. Field Welding: Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance and quality of welds made, and methods used in correcting welding work.

Clean and Adjust:

1. Touch-Up Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting. Apply by brush or spray to provide a minimum dry film thickness of 2.5 mils.
2. Clean all fabricated metal items at time of Substantial Completion.

Method of Measurement: PEDESTRIAN RAILING and PEDESTRIAN RAIL (SPECIAL) will be measured per Lineal Foot basis.

Basis of Payment: The work under this item will be paid for at the contract unit price per Lineal Foot for PEDESTRIAN RAILING and PEDESTRIAN RAIL (SPECIAL) which price will include all labor, anchor bolt and bolt installation, equipment, materials and incidental work necessary to complete the work as specified and indicated on the drawings.

CATCH BASINS TO BE ADJUSTED

This work shall consist of the adjustment of existing catch basins, manholes, inlets and domestic water service vaults. The work will be done in accordance with Section 565, 603 and applicable portions of Section 602 of the Standard Specifications and the Standard Detail for Frame Adjustment shown in the plans, except as herein modified.

Description: This work shall include all those existing catch basins, manholes, inlets water service vaults or other structures which are to be adjusted to grade where masonry will be either added, removed or rebuilt to bring the specified casting to the finished grade of the proposed improvement.

General Requirements: Prior to starting construction, an inspection of all the existing structures, will be made by the Engineer and the Contractor to determine the amount of existing debris in these structures. Upon completion of the work, the Contractor shall clean all structures of all construction debris and existing debris shall be removed to one foot below the half trap, inlets and storm sewer manholes shall be cleaned of all construction and existing debris, valve vaults for mains less than 24" in diameter shall be cleaned of all construction debris and existing debris shall be removed to the top of the main, valve vaults for mains 24" or greater in diameter shall be cleaned of all construction debris and all existing shall be removed to 12" below the "button". This work will not be paid for separately, but shall be considered incidental to the contract.

Backfilling to subbase elevation shall be done with sand as specified in Article 550.07; however, no separate payment for backfilling will be made under these items and the work will be considered incidental to these items.

Bricks shall meet the requirements of Section 1041.

If in any load of brick more than ten percent are inferior, the whole load will be rejected. If less than ten percent are inferior, the brick may be accepted, provided the Contractor will, at his expense, cut out all inferior bricks, and remove them from the site of the work at once.

With approval of the Engineer the Contractor may use precast adjusting rings. Adjustment bricks, rings and structure frames are to be set in a full mortar bed. Shimming of the frame with wood and stones shall not be allowed. The interior of the adjustment shall be "battered" to the satisfaction of the Engineer. Use of partial bricks will not be allowed. Bricks shall be laid in full header courses only.

Existing frames and lids that are obsolete or damaged shall be replaced when ordered by the Engineer in writing, except that existing frames and lids damaged by the Contractor's operations during construction shall be replaced by the Contractor at his expense.

Removal and patching of pavement around a structure shall be considered as part of the adjustment or reconstruction of that structure, and no additional compensation will be made. Patching of pavement with bituminous concrete shall not be allowed. Only High Early Strength Concrete meeting the requirements of Section 1001 and 1020 shall be used. Construction shall be in accordance with the applicable portions of Section 503 of the Standard Specifications.

Under no circumstance shall an adjustment not be completed in the same day as it is started.

Under no circumstance shall debris be left in the street over night.

The Contractor shall stage adjustment work so that the traffic flows in a safe manner.

Method of Measurement: This work will be measured on a per each basis.

Basis of Payment: This work will be paid for at the contract unit price per each for CATCH BASINS TO BE ADJUSTED, MANHOLES TO BE ADJUSTED, VALVE VAULTS TO BE ADJUSTED as the case may be, which price shall be payment in full for excavation, construction, backfilling, concrete, brick, mortar and disposal of surplus excavation, cleaning as specified, formwork and all labor and materials including reinforcement bars, and ladder rungs.

DRAINAGE STRUCTURES TO BE CLEANED

General: This item shall consist of furnishing all labor, materials, tools and equipment required for cleaning catch basins, manholes, and inlets.

Any catch basin, manhole or inlet within the limits of construction which is not to be adjusted, shall be cleaned at the direction of the Engineer. The cleaning shall consist of the removal of any accumulations of silt, debris, or foreign matter of any kind down to one foot below the invert of the outfall pipe. The cleaning shall be done after the placing of the topsoil and sod is completed.

If the need for cleaning is the result of the contractor's construction work, that entire section of sewer between manholes shall be thoroughly cleaned and rodded at no additional cost.

Method of Measurement: This work is to be measured on an each basis.

Basis of Payment: This work shall be paid for at the contract unit price per each for basins, manholes, water valves and inlets to be cleaned, which price shall include removing and disposing of the existing debris.

WATER VALVES, 3/4”
WATER VALVES, 1”
WATER VALVES, 2”

Description: Work under this item must be performed in accordance with Sections 565, 603 and applicable portions of Section 602 of the Standard Specifications for Road and Bridge Construction and subsequent special provisions, except as herein modified. This work must consist of new water service shut-off valves and valve boxes, installation PVC flex water pipe from the existing valve, brass connection fittings, reconnection of the water service at the ROW, and backfill in the vicinity of locations indicated on the plans or as directed by the Engineer.

Water valves, 3/4”, must be curb stops fabricated of brass and provided with outlets suitable for copper connections. Curb stops must be of the round-way type conforming to AWWA Standard C800-89 Underground Service Line Valves and Fittings.

This item includes excavation, furnishing and installing the PVC Black Flex Pipe, and trench backfill from the valve assembly to the water meter in vault or ROW and reconnection of new and existing water lines with brass fittings.

Excavation must be in accordance with applicable portions of Section 202 of Standard Specifications. Excavation must be limited to the area shown on the plans and details. All shoring required will be considered incidental to this item.

Trench Backfill placed and compacted in accordance Section 208 of the Standard Specification and will be included in the cost of this item. Trench backfill must be FA 2 gradation.

Curb Stops must be housed in curb boxes. Curb boxes must be screwed type, with the base threaded to attach to the curb stop or must be Buffalo or "arch" type, and of such construction that it must be capable of extension to finished grade. Base sections and lids must be cast of heavy, high grade iron. "Water" must be marked on lid. Curb stop and box must be equipped with a shut-off rod, typically 460 mm shorter than the curb box at its maximum extension.

Earth Excavation and Backfill: Earth excavation, backfill and removal of excess or unsuitable material required to meet proposed grades shall be included in the cost of WATER VALVE, 3/4”, 1” or 2”.

Method of Measurement: A curb stop and curb box with associated fittings and appurtenances constitutes a water valve assembly at the size indicated. A valve assembly will be measured per each unit specified furnished and installed.

Basis of Payment: WATER VALVE, 3/4”, WATER VALVE, 1”, WATER VALVE, 2” will be paid for at the contract unit price per each valve assembly which price will include excavation, disposal of excavated material, connections and adjustments, PVC Black Flex pipe, and sand backfill, as directed by the Engineer.

DOMESTIC WATER SERVICE BOXES TO BE REMOVED

Description: Work under this item must be performed in accordance with Section 565, 603, and 603 of the Standard Specifications, except as herein modified.

General Requirements: Existing domestic water service boxes designated to be removed must be removed in their entirety including the associated water valve.

All material resulting from the removal of existing water serviced boxes must be disposed of by the Contractor in accordance with the requirements of Article 202.03. Stockpiling of materials on the project site must not be allowed.

Basis of Payment: The work under this item will be paid for at the contract unit price per each for as shown in the Schedule of Unit Prices for DOMESTIC WATER SERVICE BOXES TO BE REMOVED, which price will be payment in full for removing and disposing of the existing valve and box, and backfilling.

COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)

Description. Work under these items shall be performed in accordance with Section 606 of the Standard Specifications as herein modified, and with the details shown on the plans for Combination Curb and Gutter, Special. This work shall consist of constructing six (6) inches height concrete curb and twelve (12") gutter.

General Requirements. Concrete shall be placed on a sub-base granular material, Type B that is to be installed on a prepared sub-grade. Sub-base granular material, Type B shall be paid for separately.

Joints in concrete curb and combination curb and gutter shall be prolongations of the joints in the adjacent PCC pavement or base course. Expansion joints adjacent to drainage castings may be placed in prolongation with other joint types. Utility and drainage structures must be properly adjusted prior to pouring concrete curb or combination curb and gutter. Shimming of structures with wood or stones to facilitate pouring will not be allowed. A 10 foot gap shall be left in the curb or curb and gutter at locations of non-adjusted structures.

Also included in the item is the backfilling of the curb or curb and gutter to the required elevation with suitable material as shown on the drawings, compacted and neatly graded to the satisfaction of the Engineer. Locations where sidewalk, driveway or alley pavement is to be placed adjacent to the curb or curb and gutter shall be backfilled with material meeting the requirements of Article 1003.04, however, no separate payment will be made for this material but the cost shall be considered incidental to COMBINATION CURB AND GUTTER, TYPE B-6.12 SPECIAL.

Concrete shall be Class SI conforming to the requirements of Section 1020. Membrane curing will not be permitted where a protective coat is to be applied. Concrete at these locations shall be cured by another method specified in Article 1020.13 at no additional cost.

Earth Excavation: Earth excavation, backfill and removal of excess or unsuitable material required to meet proposed grades shall be included in the cost of COMBINATION CURB AND GUTTER, TYPE B-6.12 SPECIAL.

Pavement Patching: All roadway pavement damage or pavement removal required for formwork for the installation of COMBINATION CURB AND GUTTER, TYPE B-6.12 SPECIAL shall be repaired at no additional cost. Pavement patching shall be in accordance with the Standard Specifications and include excavation, sub-grade preparation, sub-base material to match existing roadway profile, 2 ½" (min) bituminous binder course, and 1 ½" (min) surface course or as directed by the Engineer.

Method of Measurement. COMBINATION CURB AND GUTTER, TYPE B-6.12 SPECIAL will be measured for payment in feet in the flow line of the gutter and along the face of concrete curb or as detailed in the plans, which measurement will include drainage castings incorporated in various curbs and curbs and gutters. All concrete curb and gutter transitions and depressed curb and gutter will be measured and paid for at the contract unit price per foot.

Basis of Payment. This work will be paid for at the contract unit price per foot, measured as specified, for COMBINATION CURB AND GUTTER, TYPE B-6.12 SPECIAL which price shall include payment for all work, including but not limited to the costs for furnishing and installing joints, tie bars, and curing as required. Placement of sub-base granular material, Type B and

preparation of the sub-grade shall be paid for as SUB-BASE GRANULAR MATERIAL, TYPE B.
Pavement to patching as described herein shall be considered incidental.

COMBINATION CONCRETE CURB AND GUTTER, TYPE M (MODIFIED)

Description. Work under these items shall be performed in accordance with Section 606 of the Standard Specifications as herein modified, and with the details shown on the plans for Combination Curb and Gutter, Type M (Modified). This work shall consist of constructing concrete curb and gutter with a mountable curb height of three (3) inches as directed by the Engineer.

General Requirements. Concrete shall be placed on a sub-base granular material, Type B that is to be installed on a prepared sub-grade. Preparation of the sub-grade is incidental to the cost of the sub-base granular material, Type B.

Joints in concrete curb and combination curb and gutter shall be prolongations of the joints in the adjacent PCC pavement or base course. Expansion joints adjacent to drainage castings may be placed in prolongation with other joint types. Utility and drainage structures must be properly adjusted prior to pouring concrete curb or combination curb and gutter. Shimming of structures with wood or stones to facilitate pouring will not be allowed. A 10 foot gap shall be left in the curb or curb and gutter at locations of non-adjusted structures.

Also included in the item is the backfilling of the curb or curb and gutter to the required elevation with suitable material as shown on the drawings, compacted and neatly graded to the satisfaction of the Engineer. Locations where sidewalk, driveway or alley pavement is to be placed adjacent to the curb or curb and gutter shall be backfilled with material meeting the requirements of Article 1003.04, however, no separate payment will be made for this material but the cost shall be considered incidental to COMBINATION CONCRETE CURB AND GUTTER, TYPE M (MODIFIED).

Concrete shall be Class SI conforming to the requirements of Section 1020.

Membrane curing will not be permitted where a protective coat is to be applied. Concrete at these locations shall be cured by another method specified in Article 1020.13 at no additional cost.

Earth Excavation: Earth excavation and backfill required to meet proposed grades shall be included in the cost of COMBINATION CONCRETE CURB AND GUTTER, TYPE M.

Pavement Patching : All roadway pavement damage or pavement removal required for formwork or curb and gutter installation of COMBINATION CONCRETE CURB AND GUTTER, TYPE M shall be repaired at no additional cost. Pavement patching shall include excavation, sub-grade preparation, sub-base material to match existing roadway profile, 2 ½" (min) bituminous binder course, and 1 ½" (min) surface course or as directed by the Engineer.

Method of Measurement. COMBINATION CONCRETE CURB AND GUTTER, TYPE M (MODIFIED) will be measured for payment in feet in the flow line of the gutter and along the face of concrete curb or as detailed in the plans, which measurement will include drainage castings incorporated in various curbs and curbs and gutters. All concrete curb and gutter transitions and depressed curb and gutter will be measured and paid for at the contract unit price per foot.

Basis of Payment. This work will be paid for at the contract unit price per foot, measured as specified, for COMBINATION CONCRETE CURB AND GUTTER, TYPE M (MODIFIED) which

price shall include payment for all work, including but not limited to the costs for furnishing and installing joints, tie bars, and curing as required. Placement of sub-base granular material, Type B and preparation of the sub-grade shall be paid for as SUB-BASE GRANULAR MATERIAL, TYPE B. Pavement to patching as described herein shall be considered incidental.

CONCRETE CURB (SPECIAL)

Description. This work shall consist of all materials and labor to construct raised concrete planter curb, barrier curb at curb ramp returns, and paver boarder as specified and at the locations indicated in the plans.

Materials. Materials shall be according to the following.

Item Article/Section

(a) Portland Cement Concrete -----1020

(b) Reinforcement Bars and Fabric -----1006.10

Equipment. Equipment shall be according to the following.

Item Article/Section

Forms 1103.05

Excavation. The sub-grade shall be excavated according to the cross section shown on the plans. All unsuitable material shall be removed and replaced with suitable material, and the sub-grade shall be compacted and finished to a firm, smooth surface. Excavation and backfill required to meet proposed grades shall be included in the cost of CONCRETE CURB (SPECIAL).

Forms. Forms shall be securely staked, braced and held firmly to the required line and grade, and shall be tight. All forms shall be cleaned and oiled before the concrete is placed against them. The concrete slump shall be adjusted to meet the tolerances for the type of work being performed.

Placing Concrete. The improved sub-grade shall extend to the back of the curb. The sub-grade and forms will be checked and approved by the Engineer before the concrete is placed. The sub-grade shall be moistened prior to concrete placement. The concrete shall be thoroughly tamped and spaded or mechanically vibrated and finished smooth and even. Before the concrete is given the final finish, the surface of the curb will be checked with a 10 feet long straightedge, and any irregularities of more than 1/4 in. in 10 ft. shall be eliminated.

At points where a proposed or existing sidewalk or driveway pavement occupies the entire space between the proposed curb and an adjacent building or permanent structure, 3/4" in. preformed expansion joint shall be placed between the sidewalk, building, or driveway pavement and the proposed curb. The expansion joint material shall extend the entire depth of the sidewalk, or driveway pavement, or to such depth as will allow 3/4" expansion between the proposed curb and adjacent sidewalk, building or driveway pavement.

Steel reinforcement and dowel bars for expansion and contraction joints in the raised concrete curb shall be spaced as shown on the plans.

Transverse contraction and longitudinal construction joints shall be sealed according to Article 420.12, except transverse joints in concrete curb shall be sealed with polysulfide joint sealant.

Finishing. All exposed surfaces shall be finished smooth and even, and given a light brush finish while the concrete is still workable. The edges shall be formed to make 3/4" continuous bevel. Forms shall be removed within 24 hours after the concrete has been placed and minor defects shall be filled with mortar consisting of one part portland cement to two parts fine aggregate. Where Concrete Curb (Special) is used as a planter curb all exposed surfaces shall receive a

rubbed finish in accordance with Article 503.15(b). Rubbed finish be included in the cost of Concrete Curb (Special).

Protective Coat. Protective coat will be applied according to Article 420.20 and shall be included in the cost of CONCRETE CURB (SPECIAL)

Backfill. After the concrete has obtained the specified strength, the spaces in front and back of the construction shall be backfilled to the required elevation with suitable material, compacted, and neatly graded. Backfilling shall be conducted in accordance with Article 502.10. Backfill material and placement shall be included in the cost of CONCRETE CURB (SPECIAL).

Method of Measurement. Concrete curbs will be measured per lineal foot of CONCRETE CURB (SPECIAL).

Basis of Payment. Concrete curbs will be paid for at the contract unit price per foot of CONCRETE CURB (SPECIAL). The prices for raised curbs and shall include the required excavations and backfill as well as the epoxy coated reinforcement bars, framing, finish and beveling. All labor and material is also included.

CONCRETE STRUCTURES (SPECIAL)

Description. Work under these items shall be performed in accordance with the requirements of Section 503 of the Standard Specifications except as herein modified. This work shall consist of all materials and labor to construct raised concrete planters, concrete walls and thickened concrete ramp structures, with and without footings at the locations indicated on the plans.

Materials. Materials shall be according to the following.

Item Article/Section

(a) Portland Cement Concrete -----	1020
(b) Reinforcement Bars and Fabric -----	1006.10
(c) Dowel Bars and Dowel Bar Assemblies-----	1006.11

Equipment. Equipment shall be according to the following.

Item Article/Section

Forms	1103.05
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Excavation. The sub-grade shall be excavated according to the cross section shown on the plans. All unsuitable material shall be removed and replaced with suitable material, and the sub-grade shall be compacted and finished to a firm, smooth surface in accordance with Article 301.08 of the Standard Specifications for Road and Bridge Construction except as modified herein. Excavation, backfill and removal of excess or unsuitable material required to meet proposed grades shall be included in the cost of CONCRETE STRUCTURES (SPECIAL).

Forms. Forms shall be securely staked, braced and held firmly to the required line and grade, and shall be tight. All forms shall be cleaned and oiled before the concrete is placed against them. The concrete slump shall be adjusted to meet the tolerances for the type of work being performed.

Placing Concrete. The compacted sub-grade shall extend to the back of the curb. The sub-grade and forms will be checked and approved by the Engineer before the concrete is placed. The sub-grade shall be moistened prior to concrete placement. The concrete shall be thoroughly tamped and spaded or mechanically vibrated and finished smooth and even. Before the concrete is given the final finish, the surface of the wall will be checked with a 10 feet long straightedge, and any irregularities of more than 1/4 in. in 10 ft shall be eliminated.

At points where a proposed or existing sidewalk or driveway pavement occupies the entire space between the proposed concrete structure and an adjacent building or permanent structure, a 3/4 in. pre-formed expansion joint shall be placed between the sidewalk, building, or driveway pavement and the proposed concrete structure. The expansion joint material shall extend the entire depth of the sidewalk, or driveway pavement as shown on plans.

Steel reinforcement and dowel bars for expansion and contraction joints in the concrete structures shall be spaced as shown on the plans.

Transverse contraction and longitudinal construction joints shall be sealed according to Article 420.12, except transverse joints in concrete curb shall be sealed with polysulfide joint sealant.

Concrete Finishing. All exposed surfaces shall be finished smooth and even, and given a light brush finish while the concrete is still workable. The edges shall be formed to make 3/4" continuous bevel. Forms shall be removed within 24 hours after the concrete has been placed

and minor defects shall be filled with mortar consisting of one part portland cement to two parts fine aggregate. All exposed surfaces shall receive a rubbed finish in accordance with Article 503.15(b). Rubbed finish be included in the cost of Concrete Structures (Special).

Protective Coat. Protective coat will be applied according to Article 420.20 and shall be included in the cost of CONCRETE STRUCTURES (SPECIAL).

Backfill. After the concrete has obtained the specified strength, the spaces in front and back of the construction shall be backfilled to the required elevation with suitable material, compacted, and neatly graded. Backfilling shall be conducted in accordance with Article 502.10. Backfill material and placement shall be included in the cost of CONCRETE STRUCTURES (SPECIAL).

Basis of Measurement. The planter wall will be measured per cubic yard of CONCRETE STRUCTURES (SPECIAL).

Basis of Payment. The planter wall will be paid for at the contract unit price per cubic yard of CONCRETE STRUCTURES (SPECIAL). The prices for CONCRETE STRUCTURES (SPECIAL) shall include the required excavation and backfill as well as the epoxy coated reinforcement bars, framing, finishes and beveling.

CONCRETE STEPS

General: This item shall consist of furnishing all labor, materials, tools, and equipment required to construct reinforced concrete steps and thickened sidewalks. In addition to the cast-in-place concrete, the work shall include, but is not limited to, the furnishing and installation of all dowel bars, necessary reinforcement, excavation and backfill to meet proposed grades, sub-grade preparation and other appurtenant items required for construction of the concrete steps.

Except as modified herein, the work shall be done in accordance with applicable articles of Section 503 and 504 of the Standards Specifications and Standard Construction Details, at the heights and locations as shown on the plans or as directed by the Engineer.

The concrete steps shall conform to the latest edition of the Illinois Accessibility Code and PROWAG requirement.

Excavation. The sub-grade shall be excavated according to the cross section shown on the plans. All unsuitable material shall be removed and replaced with suitable material, and the sub-grade shall be compacted and finished to a firm, smooth surface in accordance with Article 301.08 of the Standard Specifications for Road and Bridge Construction except as modified herein. Excavation and backfill required to meet proposed grades shall be included in the cost of CONCRETE STEPS.

Backfill. After the concrete has obtained the specified strength, the spaces in front and back of the construction shall be backfilled to the required elevation with suitable material, compacted, and neatly graded. Backfilling shall be conducted in accordance with Article 502.10. Backfill material and placement shall be included in the cost of CONCRETE STEPS.

Forms. Forms shall be securely staked, braced and held firmly to the required line and grade, and shall be tight. All forms shall be cleaned and oiled before the concrete is placed against them. The concrete slump shall be adjusted to meet the tolerances for the type of work being performed.

Concrete Finishing. All exposed surfaces shall be finished smooth and even, and given a light brush finish while the concrete is still workable. Forms shall be removed within 24 hours after the concrete has been placed and minor defects shall be filled with mortar consisting of one part portland cement to two parts fine aggregate.

Protective Coat. Protective coat will be applied according to Article 420.20 and shall be included in the cost of CONCRETE STEPS.

Method of Measurement: Concrete Steps will be measured as the cubic yards, including vertical walls, footings and reinforced concrete slab, dowel bars, reinforcement steel, finishing, and grooved tactile surface where indicated on the drawing. Payment for this item includes the cost of concrete, reinforcement and the other work and materials set forth in this item, including and utility relocation and/or adjustment.

Basis of Payment: This item of work shall be paid for at the contract unit price per cubic yard, for CONCRETE STEPS and shall include the required excavation and backfill as well as the epoxy coated reinforcement bars, framing, finishes and beveling.

PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL

Description. Work shall be performed in accordance with Section 420, 421 and 424 of the Standard Specifications for Road and Bridge Construction and subsequent special provisions except as modified herein.

This work consists of furnishing all labor, materials, tools, and equipment necessary to install reinforced integral color portland cement concrete pavement on a sub-base granular material, Type B, as shown on the Contract Plans or as directed by the Engineer. This work shall consist of constructing portland cement concrete at locations and of lengths, widths and grade as shown on the plans or as directed by the Engineer.

Submittals.

1. Concrete Mix Designs: Certified report identifying the design mixes, mix proportions, and additional design information meeting the requirements of Section 1020 of the Standard Specifications and this special provision.
2. Preformed Fiber Joint filler meeting the requirements of Section 1051.04 of the Standard Specifications.
3. Joint Sealant product data and color chart
4. Product Data: For each product indicated.
5. Samples for Initial Selection: Manufacturer's color charts.
6. Sample Panels: 1 foot by 1 foot, sample panel of both color types to demonstrate finish, color, and texture of decorative concrete paving.
7. Qualification Data: For Installer and Manufacturer specified in Quality Assurance Article, including names and addresses of completed projects, Engineers, and owners.
8. Material Test Reports: From testing agency indicating compliance of concrete materials, reinforcing materials, admixtures, and similar items with requirements.

Quality Assurance.

1. Installer Qualifications: Trained or approved by Manufacturer of decorative concrete systems.
2. Manufacturer's Qualifications: Three year's experience manufacturing products required.
3. Source limitations: Obtain products from same source throughout Project.
4. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - a. Build mockups of full-thickness sections of integral color portland cement concrete pavement to demonstrate range of finishes and workmanship, including typical joints

- and sealants; integral color; pattern and texture; curing; and protective coat.
Approved mockups set quality standards for comparison with remaining work.
- b. Build mockups of integral color portland cement concrete pavement in the location and of the size indicated or, if not indicated, build mockups where directed by Engineer and not less than 5 feet by 10 feet.
 - c. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Engineer specifically approves such deviations in writing.
 - d. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
5. Pre-installation Conference: Conduct conference at Project Field Office. Review methods and procedures related to decorative concrete paving, including but not limited to, the following:
- a. Concrete mixture design.
 - b. Placement procedures.
 - c. Quality control of concrete materials and decorative concrete paving construction practices.
 - d. Require representatives of each entity directly concerned with decorative concrete paving to attend, including the following:
 - i. Contractor's superintendent.
 - ii. QC testing agency responsible for concrete design mixtures.
 - iii. Ready-mix concrete manufacturer.
 - iv. Manufacturer's representative of decorative concrete paving system

Admixtures.

1. Integral Concrete Colorant: ASTM C 979, factory pre-measured powdered mix in self dissolving packaging, consisting of non-fading finely-ground synthetic mineral-oxide coloring pigments and water reducing wetting agent.
 - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - i. Butterfield Color Decorative Concrete.
2. Color: As selected by Engineer from manufacturer's full range.
 - a. PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL - TYPE A shall be Uni-Mix® Integral Colorant Sandstone (U21).
 - b. PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL - TYPE B shall be Uni-Mix® Integral Colorant Sienna (U37).
3. Do not use calcium chloride or admixtures containing calcium chloride.

Integral Concrete Mixes.

1. Class SI Concrete shall conform to article 1020.04 of the Standard Specifications for Road and Bridge Construction, and as follows:

- a. Minimum Portland Cement Content: Five sacks of cement per cubic yard.
 - b. Maximum Slump: 4 inches.
 - c. Air Content: 6 percent plus or minus 1 percent.
2. All admixtures proposed in the concrete mix shall be coordinated with decorative concrete manufactures requirements.
 3. Add integral concrete colorant according to manufacturer's instructions.
 4. Maintain mix characteristics for all concrete required to have matching finish.

Earth Excavation. Earth excavation and backfill required to meet proposed grades for sidewalk and driveway paving shall be included in the cost of PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL.

Placing Of Concrete. Placing of concrete will be in accordance with Section 424.06 of the Standard Specifications for Road and Bridge Construction. Do not add water once placing has begun. Do not retemper concrete that has started to set. After placing and initial bull-floating, no further finishing should be performed until the bleed water has dissipated, after which final finishing can take place. Reinforcement shall be as shown on the plans and in accordance with Section 421 of the Standard Specifications for Road and Bridge Construction

Finish. All exposed surfaces of PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL shall be finished smooth and even, and given a light brush finish while the concrete is still workable. Finishing techniques must be consistent. Differing finishing techniques will change the appearance of the color.

Joints. The pavement joints shall be sawcut in accordance with article 420.05. The Contractor shall provide a working field drawing depicting the locations of all staging and construction joints to the Engineer for review and approval prior to placement of concrete. Both the staging and construction joints shall conform to the scoring pattern as shown on the drawings and/or in accordance with the standard specifications. The joint pattern shall be established and approved by the Engineer prior to pouring of the concrete. ¾ in (20 mm) thick expansion joints shall also occur between pavement and curbs, walls, structures and footings.

Expansion Joints. Expansion joints shall be in accordance with Section 424.07 of the Standard Specifications for Road and Bridge Construction and as shown on the plans. Joint sealer shall be self-leveling cold-poured joint sealer with performance complying with the following products or equal:

1. Sikaflex-2C NS TG
2. Basf sonolastic SL2
3. Tremco THC-900/901

Sealant color shall match the color of PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL – TYPE B. Sealant color shall be selected by the Engineer from the manufacturer's available colors.

Protective Coat. Cure integral color portland cement concrete pavement according to decorative concrete manufacturer's instructions. After curing, protect integral color portland cement concrete with a silane/siloxane sealer. Uniformly apply sealing compound in continuous

operation by sprayer or short nap roller according to manufacturer's instructions. After initial application is dry and tack free, apply a second coat. Do not over apply or apply in a single heavy coat.

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Prosoco Salt Guard.

Field Quality Control. Remove and replace concrete which does not satisfy the performance requirements of this specification, which does not conform to grades and profiles shown on the Drawings, contains cracks, spalling or other defects which impairs the strength, safety or appearance of the work, or has been damaged or discolored during construction. Protect the Work from damage until accepted.

The contractor is responsible for protecting fresh concrete. Any damage to the new sidewalk from graffiti, footsteps, rain, etc. should be corrected immediately. No payment for the sidewalk will be made until the corrections are made. All corrections including removal and replacement will be at the contractor's expense. Skim patches, grinding, and cover coats will not be permitted as an acceptable means for repairing defects in concrete finish.

Method of Measurement. PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL shall be measured in place in square feet of paving. SUB-BASE GRANULAR MATERIAL, TYPE B shall be measured installed per cubic yard.

Basis of Payment. PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL shall be paid for at the contract unit price, which price shall include payment for mock ups, applying protective coat, furnishing and installing all required reinforcement, joints including bituminous preformed joint filler with joint sealant, furnishing and installing all required concrete including integral color, earth excavation, and backfill as required to perform the work as specified herein. SUB-BASE GRANULAR MATERIAL, TYPE B shall be paid for separately at the contract unit price per cubic yard.

BRICK PAVEMENT REMOVAL AND REPLACEMENT

Description: The work shall include carefully removing existing brick pavers within the Central Park temporary easement area, stockpiling existing pavers in a secure location, regrading the area to meet new grades for ADA accessible walkway, furnishing and installing an 8" depth aggregate base course, sand leveling bed, and reinstalling the brick pavers in accordance with the details on the plans. The aggregate base course shall be Type B meeting the requirements as specified in Section 311 of the Standard Specifications and shall be compacted to a thickness of 8 inches. The sand for the leveling bed shall be constructed to a compacted thickness of 1-inch. Brick pavers shall be contained with a rigid heavy duty plastic edging staked in place into the compacted base 12" o.c with a 10" length galvanized steel spike. Contractor is responsible for additional pavers, if needed to complete the sidewalk. New pavers shall be of the same material and dimension and shall match the existing paver color.

Submittals: Prior to installation, Contractor shall submit samples and manufacturer's specifications of new brick pavers as needed to complete the sidewalk construction.

Excavation. The sub-grade shall be excavated according to the cross section shown on the plans. All unsuitable material shall be removed and replaced with suitable material, and the sub-grade shall be compacted and finished to a firm, smooth surface in accordance with Article 301.08 of the Standard Specifications for Road and Bridge Construction except as modified herein. Sideslopes adjacent to the paver walkway shall be regraded within the temporary easement to so that slopes do not exceed 4:1. Excavation, grading and backfill required to meet proposed grades shall be included in the cost of BRICK PAVEMENT REMOVAL AND REPLACEMENT.

General Requirements: Prior to the installation of the aggregate base course, the sub-grade shall be prepared in accordance with Section 301 of the Standard Specifications. After installation of the aggregate base course, the sand leveling bed shall be placed, vibrated, and screeded to the desired elevation. The existing brick pavers shall then be placed as close together as possible matching the existing sidewalk paving pattern, and leveled and compacted with a mechanical vibrator until the pavers are uniformly level, true to grade, and free of any movement. All outside edges shall be formed by use of edging stone where possible or by cutting with a masonry saw. All paver joints shall then be filled with sand by thorough sweeping.

Basis of Payment: This work shall be paid for at the contract unit price per SQUARE FOOT for BRICK PAVEMENT REMOVAL AND REPLACEMENT, measured in place, which price shall include all necessary material, equipment, excavation, grading and labor to perform the operation as specified herein. SUBBASE GRANULAR MATERIAL, TYPE B will be paid for separately.

PLANTER

Description: This work must consist of furnishing and installing precast concrete planters at the locations shown on the plans or as directed by the Engineer.

General Requirements: Precast concrete planters shall be Biltmore Planters as manufactured by Dura Art Stone or approved equal with the following dimensions: round 4'-0" o.d. x 2'-6" tall. Planters shall be a "Sand Buff" color with acid etched finish and have a 2" dia. drain hole centered in the bottom.

Submit manufacturer's technical data, including certification that each product complies with specified requirements.

Method of Measurement: PLANTER will be measured in place per each installed.

Basis of Payment: The work under this item will be paid for at the contract unit price per each as shown for PLANTER, which price will include all labor, installation, equipment, materials and incidental work necessary to complete the work as specified.

INSTALL STREET SIGN

Description. This work shall consist of fabricating and installing the street name signs where indicated on the plans. This work shall be done in accordance with the Standard Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways," and the details shown on the plans.

Submittals. The Contractor shall submit shop drawings indicating profiles, sizes, connection statements, anchorage size and type of fasteners, welds and accessories as applicable.

Materials. Signs shall be ¼" extruded aluminum with 3M High-intensity Prismatic street signs – 2 sided. Sign shall be 9" height with 6" lettering (series 'B' lettering - first letter capital & 4.5" lower case all other letters). Sign length to vary to accommodate roadway name. Lettering shall be white on a green field or background

Method of Measurement. This work shall be measured per square foot for INSTALL STREET SIGN.

Basis of Payment. This work shall be paid for at the contract unit price per square foot for INSTALL STREET SIGN, which price shall include all materials, equipment, installation and labor as specified herein. Sign posts will be paid for separately as TUBULAR TRAFFIC SIGN POST.

TUBULAR TRAFFIC SIGN POST

Description. This work shall consist of fabricating and installing the steel tubular sign posts for mounting Sign Panels – Type 1 and Street Name Signs where indicated on the plans. This work shall be done in accordance with the Standard Specifications, the “Illinois Manual on Uniform Traffic Control Devices for Streets and Highways,” and the details shown on the plans.

Materials. Tubular traffic sign posts shall be .080 thickness, 2 3/8” dia. galvanized steel with black powder coating finish.

Method of Measurement. This work shall be measured per each TUBULAR TRAFFIC SIGN POST installed.

Basis of Payment. This work shall be paid for at the contract unit price for TUBULAR TRAFFIC SIGN POST, which price shall include all materials, footings, mounting plate, equipment, installation and labor as specified herein. Sign Panels and Street Name Signs shall be paid for separately as SIGN PANEL – TYPE 1 and INSTALL STREET SIGN.

GENERAL ELECTRICAL REQUIREMENTS

Effective: January 1, 2007

Add the following to Article 801 of the Standard Specifications:

“Maintenance transfer and Preconstruction Inspection:

General. Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall request a maintenance transfer and preconstruction site inspection, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting and/or traffic control systems which may be affected by the work. The request for the maintenance transfer and preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date. The maintenance transfer and preconstruction inspection shall:

Establish the procedures for formal transfer of maintenance responsibility required for the construction period.

Establish the approximate location and operating condition of lighting and/or traffic control systems which may be affected by the work

Marking of Existing Cable Systems. The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). The markings shall be taken to have a horizontal tolerance of at least 304.8 mm (one (1) foot) to either side.. The request for the cable locations and marking shall be made at the same time the request for the maintenance transfer and preconstruction inspection is made. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The markings of existing systems are made strictly for assistance to the Contractor and this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. Note that the contractor shall be entitled to only one request for location marking of existing systems and that multiple requests may only be honored at the contractor's expense. No locates will be made after maintenance is transferred, unless it is at the contractor's expense.

Condition of Existing Systems. The Contractor shall conduct an inventory of all existing electrical system equipment within the project limits, which may be affected by the work, making note of any parts which are found broken or missing, defective or malfunctioning. Megger and load readings shall be taken for all existing circuits which will remain in place or be modified. If a circuit is to be taken out in its entirety, then readings do not have to be taken. The inventory and test data shall be reviewed with and approved by the Engineer and a record of the inventory shall be submitted to the Engineer for the record. Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition.”

Revise the 6th paragraph of Article 801.05(a) of the Standard Specifications to read:

“Resubmittals. All submitted items reviewed and marked ‘APPROVED AS NOTED’, or ‘DISAPPROVED’ are to be resubmitted in their entirety with a disposition of previous comments to verify contract compliance at no additional cost to the state unless otherwise indicated within the submittal comments.”

Revise Article 801.11(a) of the Standard Specifications to read:

“Lighting Operation and Maintenance Responsibility. The scope of work shall include the assumption of responsibility for the continuing operation and maintenance the of existing, proposed, temporary, sign and navigation lighting, or other lighting systems and all appurtenances affected by the work as specified elsewhere herein. Maintenance of lighting systems will be paid for separately”

Add the following to Section 801.11(a) of the Standard Specifications:

“Energy and Demand Charges. The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not, (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance.”

Add the following to Section 801 of the Standard Specifications:

“Lighting Cable Identification. Each wire installed shall be identified with its complete circuit number at each termination, splice, junction box or other location where the wire is accessible.”

“Lighting Cable Fuse Installation. Standard fuse holders shall be used on non-frangible (non-breakaway) light pole installations and quick-disconnect fuse holders shall be used on frangible (breakaway) light pole installations. Wires shall be carefully stripped only as far as needed for connection to the device. Over-stripping shall be avoided. An oxide inhibiting lubricant shall be applied to the wire for minimum connection resistance before the terminals are crimped-on. Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations. The exposed metal connecting portion of the assembly shall

be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot. The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side) and the receptacle side of the holder is connected to the line side.”

Revise the 2nd and 3rd sentences of the second paragraph of Article 801.02 of the Standard Specifications to read:

“Unless otherwise indicated, materials and equipment shall bear the UL label, or an approved equivalent, whenever such labeling is available for the type of material or equipment being furnished.”

WIRE AND CABLE

Effective: January 1, 2007

Revise the second sentence of the first paragraph of Article 1066.02(a) to read:

“The cable shall be rated at a minimum of 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals.”

Revise the second paragraph of Article 1066.02(b) to read:

“Uncoated conductors shall be according to ASTM B3, ICEA S-95-658/NEMA WC70, and UL Standard 44. Coated conductors shall be according to ASTM B 33, ASTM B 8, ICEA S-95-658/NEMA WC70 and UL Standard 44.”

Revise the third paragraph of Article 1066.02(b) to read:

“All conductors shall be stranded. Stranding meeting ASTM B 8, ICEA S-95-658/NEMA WC70 and UL Standard 44. Uncoated conductors meeting ASTM B 3, ICEA S-95-658/NEMA WC70 and UL Standard 44.”

Revise the first sentence of Article 1066.03(a)(1) to read:

“General. Cable insulation designated as XLP shall incorporate cross-linked polyethylene (XLP) insulation as specified and shall meet or exceed the requirements of ICEA S-95-658, NEMA WC70, U.L. Standard 44.”

Add the following to Article 1066.03(a)(1) of the Standard Specifications:

“The cable shall be rated 600 volts and shall be UL Listed Type RHH/RHW/USE.”

Revise the Aerial Electric Cable Properties table of Article 1066.03(a)(3) to read:

Aerial Electric Cable Properties

Phase Conductor		Messenger wire			
Size AWG	Stranding	Average Insulation Thickness		Minimum Size AWG	Stranding
		mm	mils		
6	7	1.1	(45)	6	6/1
4	7	1.1	(45)	4	6/1
2	7	1.1	(45)	2	6/1
1/0	19	1.5	(60)	1/0	6/1

2/0	19	1.5	(60)	2/0	6/1
3/0	19	1.5	(60)	3/0	6/1
4/0	19	1.5	(60)	4/0	6/1

Revise the first paragraph of Article 1066.03(b) to read:

“EPR Insulation. Cable insulation shall incorporate ethylene propylene rubber (EPR) as specified and the insulation shall meet or exceed the requirements of ICEA S-95-658, NEMA Standard Publication No. WC70, and U.L. Standard 44, as applicable.”

Add the following to Article 1066.03(b) of the Standard Specifications:

“Cable sized No. 2 AWG and smaller shall be U.L. listed Type RHH/RHW and may be Type RHH/RHW/USE. Cable sized larger than No. 2 AWG shall be U.L. listed Type RHH/RHW/USE.”

Revise Article 1066.04 to read:

“Aerial Cable Assembly. The aerial cable shall be an assembly of insulated aluminum conductors according to Section 1066.02 and 1066.03. Unless otherwise indicated, the cable assembly shall be composed of three insulated conductors and a steel reinforced bare aluminum conductor (ACSR) to be used as the ground conductor. Unless otherwise indicated, the code word designation of this cable assembly is “Palomino”. The steel reinforced aluminum conductor shall conform to ASTM B-232. The cable shall be assembled according to ANSI/ICEA S-76-474.”

Revise the second paragraph of Article 1066.05 to read:

“The tape shall have reinforced metallic detection capabilities consisting of a woven reinforced polyethylene tape with a metallic core or backing.”

Revise Article 1066.08 to read:

“Electrical Tape. Electrical tape shall be all weather vinyl plastic tape resistant to abrasion, puncture, flame, oil, acids, alkalies, and weathering, conforming to Federal Specification MIL-I-24391, ASTM D1000 and shall be listed under UL 510 Standard. Thickness shall not be less than 0.215 mm (8.5 mils) and width shall not be less than 20 mm (3/4-inch).”

REMOVAL OF LIGHTING UNIT, SALVAGE

Description: This work will consist of disconnecting and removing existing mast arm and luminaire from existing light poles as shown in drawings. Existing concrete or wood poles shall be removed and salvaged at the City of Elmwood's discretion or legally disposed of by the Contractor. This work shall include, but not limited to, coordination with City of Elmwood maintenance personnel, removal of luminaires, mast arms, all unused lighting circuit conductors, and seal all holes/openings as applicable. The luminaires shall be delivered to the City of Elmwood storage facility as directed and contractor shall remove all other equipment from the site.

Method of Measurement: The removal will be measured as each.

Basis of Payment: This work will be paid for at the contract unit price each for REMOVAL OF LIGHTING UNIT, SALVAGE. Such price will be payment in full for disconnecting, removing, and delivery of luminaires and mast arms to City of Elmwood storage facility, and will include all material, labor, and incidentals necessary to complete the work as per the contract plans.

ORNAMENTAL LIGHT UNIT COMPLETE

Description: This item shall consist of furnishing, testing as required, and installing a complete assembly of ornamental decorative 27 ft pole, arms, and luminaires suitable for permanent roadway lighting as specified ORNAMENTAL LIGHT UNIT COMPLETE.

General: The lighting pole, ornamental base, anchor base, luminaire arms and luminaries shall be a complete assembly and be the same as the complete lighting unit installed as part of the Elmwood Streetscape Phase I construction completed on East Main Street. The pole and luminaire assembly shall be designed for a minimum wind speed of 80 mph with a 1.3 gust factor and is in accordance with the latest edition of the American Association of State and Highway Officials (AASHTO) specifications for luminaire supports and assemblies.

Pole: The pole assembly shall consist of an aluminum pole shaft and decorative cast aluminum base, an ornamental shroud, luminaire arms as detailed on the plans. The pole shaft shall be fabricated from round aluminum tubing in accordance with AA6083-t8. The tube profile will consist of three (3) pieces .250" thick with a top diameter of 4.50" and a bottom diameter of 8.00". The bottom tube will be welded to an 11 ¼" square slotted cast aluminum base. The pole shaft will have two (2) 4" x 8" reinforced handholes with a 1 ½-13 grounding lug and a gasketed handhole cover with stainless steel core nylon hex head screws. Four (4) 1" x 40" long galvanized steel anchor bolts with two (2) each hex nuts and flat washers for leveling will be supplied to anchor the pole. The bolt circle shall be 11" and the anchor bolt projection from the foundation shall be 5". The anchor bolts shall conform to ASTM F1554 GR 55.

An ornate cast aluminum split base with two (2) doors @180 degree and with internal stainless steel "invisajoint" hardware shall be supplied. Luminaire bracket arms consisting of aluminum tubing on the top and side of the pole as detailed in the plans shall be supplied. The mounting bracket arms will be designed to properly secure and orient the luminaries. Each pole shall have a 110 volt weatherproof receptacle.

Each pole shall be equipped with a flag pole bracket that is to be bolted to the pole – no strapping allowed. Each bracket shall be mounted opposite the pedestrian side pole luminaire bracket.

Luminaire: The luminaries will consist of two sizes. The pole top luminaire shall be fabricated from cast aluminum and be 25" high and 33" wide. It will come complete with cast aluminum plumb housing, spun aluminum brim, stainless steel socket set screw, cast aluminum ballast housing with quick disconnect plug, HID ballast assembly, porcelain socket assembly, mogul base with copper alloy nickel plated screw shell and center contact, high power factor core and coil regulator ballast and a faceted aluminum reflector assembly with hinged aluminum lens ring and quick disconnect plug. The lens shall be clear flat glass and the complete optical assembly shall be cutoff. The luminaire shall be 250 or 150 WATT as determined by photometric calculation prepared by the ornamental lighting unit manufacturer and submitted by the Contractor. The luminaire shall be metal halide and included in the cost of Ornamental Light Unit Complete.

The side of pole luminaire shall be a post mount type 17" wide and 40.5" high, die-cast aluminum with bottom hinge door providing 180 degree access. Heavy cast aluminum post fitter

for mounting on 3" o.d. post tenon. The side pole luminaire shall use 50 WATT LED light source with 64 emitters at 4000K color temperature.

Ornamental Lighting Unit Manufacturer:

1. Sternberg
Contact: Sharon Olson
(630) 887-7632

Finish: All Ornamental Lighting Units including the pole, ornamental base, 110V receptacle cover, luminaries, and bracket arm assemblies shall all have a black powder coat finish and shall follow all requirements as specified by the manufacturer. The powder coat finish procedures shall be submitted with catalog cuts at the time of contract award.

Warranty: Five-year limited warranty. See product and finish warranty guide for details.

Listings:

1. UL listed, suitable for wet locations.
2. Dark Sky Friendly certified by the International Dark Sky Association.

Shop Drawings: The details included in the drawing package are provided for basic design intent. The lighting manufacturer shall submit design drawings for approval by the Engineer for the Ornamental Light Units. The lighting manufacturer shall be looked on to provide their expertise in developing final design drawings and details that produce the desired lighting effect. Design shop drawings shall include but not be limited to;

1. plans, elevations, component details, and attachment to other work.
2. materials and profiles of each housing component, fitting, joinery, finishes, fasteners, anchorages, and accessory materials.
3. connections, sealing methods, mounting of internal LED lighting emitters and wiring diagrams.

Submittals: Provide manufacturers technical data for lighting components and finish.

Photometric Calculations: Photometric calculations shall be prepared by Ornamental Lighting Unit Manufacturer in accordance with IDOT standards and RP-8-00 guidelines for Medium roadway classification with high pedestrian conflict and include AGi calculations and Roadway Optimizer report. Photometric calculations shall be provided by the Contractor as part of the lighting submittals.

Guarantee: The Vendor shall provide a written guarantee for materials, and workmanship for a period of 6 months after final acceptable of the lighting system.

Documentation: All instruction sheets required to be furnished by the manufacturer for materials and supplies and for operation of the equipment shall be delivered to the Engineer.

The manufacturer shall have been incorporated for at least five years and shall have at least five years in the design and manufacturing of roadway lighting. The manufacturer shall provide evidence of financial strength to finance the production of the project by submitting the name of at least three projects completed in the previous calendar year of greater than \$250,000 each. All steel used in the project shall be certified to be provided domestically, and all fixture components used shall be manufactured domestically.

Method of Measurement: The assembly furnished and installed will be measured as each.

Basis of Payment: This item shall be paid at the contract unit price each for **ORNAMENTAL LIGHT UNIT COMPLETE** which shall be payment in full for the material and work described herein. Foundations for the each light shall be paid for separately as LIGHT POLE FOUNDATION, 24" DIAMETER.

**IDOT DISTRICT 4 LUMINAIRE PERFORMANCE TABLE
2 Lane Cross Section**

GIVEN CONDITIONS		
ROADWAY DATA	Pavement Width	54 ft
	Number of Lanes	2
	I.E.S. Surface Classification	R3
	Q-Zero Value	.07
LIGHT POLE DATA	Mounting Height	27ft (roadway)/15ft (sidewalk)
	Mast Arm Length	8 ft (roadway)/ 1ft (sidewalk)
	Pole Set-Back From Edge of Curb	4 ft
LUMINAIRE DATA	Lamp Type	MH
	Lamp Lumens	23750(roadway)/ 5500(sidewalk)
	I.E.S. Vertical Distribution	Medium
	I.E.S. Control Of Distribution	Cutoff
	I.E.S. Lateral Distribution	III (Roadway)/ II (sidewalk)
	Total Light Loss Factor	0.70
LAYOUT DATA	Spacing	145 ft
	Configuration	Staggered
	Luminaire Overhang over edge of pavement	4 ft

NOTE: Variations from the above specified I.E.S. distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

PERFORMANCE REQUIREMENTS		
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NOTE: These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

ILLUMINATION	Ave. Horizontal Illumination, E_{AVE}	1.3 fc
	Uniformity Ratio, E_{AVE}/E_{MIN}	3.0:1
LUMINANCE	Average Luminance, L_{AVE}	0.9 Cd/m ²
	Uniformity Ratio, L_{AVE}/L_{MIN}	3.0 :1
	Uniformity Ratio, L_{MAX}/L_{MIN}	5.0 :1
	Veiling Luminance Ratio, L_v/L_{AVE}	0.3 :1

STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987

Revised: July 1, 1994

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

<u>Name of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Dates for Start and Completion of Relocation or Adjustments</u>
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The above represents the best information available to the Department and is included for the convenience of the bidder. The applicable portions of Articles 105.07 and 107.31 of the Standard Specifications shall apply.

Based upon the best available information, the project has been designed to avoid vertical conflicts with existing underground utilities. It is anticipated that temporary support will be required for some of the underground existing utilities during construction. Adjustments to the vertical elevation of several existing utility structure frames and lids during construction are required to match the proposed surface grade elevation.

COOPERATION WITH UTILITIES

The Contractor is responsible for verifying the nature and status of all utility adjustment relocation work and coordinate this work with the responsible utility representatives prior to beginning construction.

The Engineer shall be notified in writing by the Contractor at least ten (10) days prior to the start of any such operation.

Where the Contractor is constructing new facilities for a utility, the utility shall be notified 5 days prior to start of this work.

The following utilities are known to own and operate within the right of way limits for this project. All known data from these agencies has been incorporated into the plans. It is, however, the Contractor's responsibility to confirm or establish the existence of all utility facilities and their exact locations, whether contained in the data submitted by these agencies or not, and to safely schedule all utility relocations.

1. Ameren Illinois
 Contact: Sherri Lindley
 Telephone Number: 309-693-4719
 Cell: 309-360-5193

2. City of Elmwood
 Contact: Dan Bybee
 Telephone Number: 309-657-0317

3. Joint Utility Locating Information for Excavators
 (JULIE)
 Telephone Number: 800-892-0123 or 811

MAINTENANCE OF LIGHTING SYSTEMS

Effective: January 1, 2007

Replace Article 801.11 and 801.12 of the Standard Specifications with the following:

Effective the date the Contractor's activities (electrical or otherwise) at the job site begin, the Contractor shall be responsible for the proper operation and maintenance of all existing and proposed lighting systems which are part of, or which may be affected by the work until final acceptance or as otherwise determined by the Engineer.

Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall initiate a request for a maintenance transfer and preconstruction inspection, as specified elsewhere herein, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting systems which may be affected by the work. The request for the maintenance preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date.

Existing lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and shall not be construed as an exact representation of the field conditions. It remains the Contractor's responsibility to visit the site to confirm and ascertain the exact condition of the electrical equipment and systems to be maintained.

Maintenance of Existing Lighting Systems

Existing lighting systems. Existing lighting systems shall be defined as any lighting system or part of a lighting system in service prior to this contract. The contract drawings indicate the general extent of any existing lighting, but whether indicated or not, it remains the Contractor's responsibility to ascertain the extent of effort required for compliance with these specifications and failure to do so will not be justification for extra payment or reduced responsibilities.

Extent of Maintenance.

Partial Maintenance. Unless otherwise indicated, if the number of circuits affected by the contract is equal to or less than 40% of the total number of circuits in a given controller and the controller is not part of the contract work, the Contractor needs only to maintain the affected circuits. The affected circuits shall be isolated by means of in-line waterproof fuse holders as specified elsewhere and as approved by the Engineer.

Full Maintenance. If the number of circuits affected by the contract is greater than 40% of the total number of circuits in a given controller, or if the controller is modified in any way under the contract work, the Contractor shall maintain the entire controller and all associated circuits.

Maintenance of Proposed Lighting Systems

Proposed Lighting Systems. Proposed lighting systems shall be defined as any lighting system or part of a lighting system which is to be constructed under this contract.

The Contractor shall be fully responsible for maintenance of all items installed under this contract. Maintenance shall include, but not be limited to, any equipment failures or malfunctions as well as equipment damage either by the motoring public, Contractor operations, or other means. The potential cost of replacing or repairing any malfunctioning or damaged equipment shall be included in the bid price of this item and will not be paid for separately.

Lighting System Maintenance Operations

The Contractor's responsibility shall include all applicable electrical maintenance of all lighting installed as part of the Elmwood Streetscape Phase 1 contract as well as maintaining adequate lighting of roadway throughout construction. These responsibilities shall include the maintenance of lighting units, cable runs and lighting controls. In the case of a pole knockdown or sign light damage caused by normal vehicular traffic, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service.

Responsibilities shall also include weekly night-time patrol of the lighting system, with patrol reports filed immediately with the Engineer and with deficiencies corrected within 24 hours of the patrol. Patrol reports shall be presented on standard forms as designated by the Engineer. Uncorrected deficiencies may be designated by the Engineer as necessitating emergency repairs as described elsewhere herein.

The following chart lists the maximum response, service restoration, and permanent repair time the Contractor will be allowed to perform corrective action on specific lighting system equipment.

INCIDENT OR PROBLEM	SERVICE RESPONSE TIME	SERVICE RESTORATION TIME	PERMANENT REPAIR TIME
Control cabinet out	1 hour	4 hours	7 Calendar days
Hanging mast arm	1 hour to clear	na	7 Calendar days
Radio problem	1 hour	4 hours	7 Calendar days
Motorist caused damage or leaning light pole 10 degrees or more	1 hour to clear	4 hours	7 Calendar days
Circuit out – Needs to reset breaker	1 hour	4 hours	na
Circuit out – Cable trouble	1 hour	24 hours	21 Calendar days
Outage of 3 or more successive lights	1 hour	4 hours	na
Outage of 75% of lights on one tower	1 hour	4 hours	na
Outage of light nearest RR crossing approach, Islands and gores	1 hour	4 hours	na
Outage (single or multiple) found on night outage survey or reported to EMC	na	na	7 Calendar days
Navigation light outage	na	na	24 hours

- **Service Response Time** -- amount of time from the initial notification to the Contractor until a patrolman physically arrives at the location.
- **Service Restoration Time** – amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)
- **Permanent Repair Time** – amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Local Agency reserves the right to assign any work not completed within this timeframe to an electrical maintenance contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Damage caused by the Contractor's operations shall be repaired at no additional cost to the Contract.

Operation of Lighting

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Lighting systems shall not be kept in operation during long daytime periods. The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request.

Basis of Payment. Maintenance of lighting systems shall be paid for at the contract unit price per calendar month or fraction thereof for **MAINTENANCE OF LIGHTING SYSTEM**, which shall include all work as described herein.

FOUNDATION WALL REINFORCEMENT, LOCATION 1

Description: Provide structural reinforcements to supplement the existing masonry foundation wall structure as indicated in the construction drawings. All work shall conform to the 2006 edition of the International Building Code and all applicable state and local codes, ordinances, and requirements.

Quality Assurance:

1. Codes and Standards: All work shall comply with provisions of following, except as otherwise indicated:
 - a. International Building Code 2006.
 - b. AWS D1.1 "Structural Welding Code - Steel".
 - c. IDOT Standard Specifications for Road and Bridge Construction
2. Qualifications for Welding Work: Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure".
3. Field Measurements: Take field measurements and verify all field conditions and dimensions prior to proceeding with work and prior to fabrication of structural steel. Notify Engineer immediately of any significant discrepancies in the existing conditions from what is indicated on the construction drawings.
4. Contractor shall take all precautions necessary to protect the building owner's operation and property from damage caused by the execution of this work. Contractor shall protect existing surfaces, finishes, utilities and equipment to remain and restore to existing condition at the completion of work.
5. Contractor shall give all necessary notices and obtain all necessary permits at his expense.
6. Contractor shall coordinate all work with other trades and the building tenant's operations.
7. Workmanship shall be of the highest quality by trained, experienced personnel. Construction work shall follow all manufacturer's specifications, industry standards, and common construction practice.

Materials: Materials shall conform to the following standards and requirements:

1. Structural Steel shall conform to the following:
 - a. Steel Plates, Shapes and Bars: ASTM A36.
 - b. Steel Wide Flange Shapes: ASTM A992.
2. Portland Cement Concrete shall conform to the requirements contained in Article 1020 of the Standard Specifications for Road and Bridge Construction.
3. Reinforcing Steel Bars shall conform to the requirements contained in Article 1006.10 of the Standard Specifications for Road and Bridge Construction.

4. Non-shrink Grout shall conform to the requirements contained in Article 1024.02 of the Standard Specifications for Road and Bridge Construction.
5. Structural sawn lumber shall be Spruce-Pine-Fir or Douglas Fir-Larch, Grade No. 2 or better.
6. Preformed Expansion Joint Filler shall conform to the requirements contained in Article 1051.09 of the Standard Specifications for Road and Bridge Construction.

Fasteners:

1. Welded connections shall be made using E70 series electrodes in accordance with AWS D1.1 of the American Welding Society.
2. Lag Screws: Standard hexagon type, ANSI/ ASME Standard B18.2.1.
3. Drilled-In Expansion Anchors: Expansion anchors complying with federal specification FF-S-325, Group II, Type 2, Class 2, Style 1; Hilti Kwik Bolt III Expansion Anchor by Hilti Fastening Systems or approved equal. Unless otherwise indicated on the Drawings, provide carbon steel anchors conforming to ASTM A307 with zinc plating in accordance with ASTM B633, Type III Fe/Zn 5 (SC1). Carbon and alloy steel nuts shall conform to ASTM A563. Carbon steel washers shall conform to ASTM F436.

Structural Steel Fabrication: Fabricate and assemble in shop to the greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC's "Specification for Structural Steel Buildings – Allowable Stress and Plastic Design."

1. Complete structural steel assemblies, including welding of units, before starting shop-priming operations.
2. Bolt Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
3. Holes: Provide holes required for securing other work to structural steel. Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.

Finish: Shop prime all steel surfaces using the fabricator's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer. Surfaces to be field welded shall not be shop primed.

Preparation: Examine the existing field conditions for compliance with requirements of this work. Notify Engineer immediately of any significant discrepancies from what is indicated on the construction drawings. Assure that all field conditions are in compliance with any product manufacturer requirements.

1. Remove and dispose of the existing bricks forming the basement floor in the location where the new concrete footing is to be poured. Excavate earth as required for the new concrete footing. Dispose of excavated materials off site.
2. Adjust or relocate any existing utilities or piping that may interfere with the new construction. Protect these items from damage during construction work.

Installation:

1. **Fastening to In-Place Construction:** Provide anchorage devices and fasteners where necessary for securing new structural members to in-place construction; including threaded fasteners for concrete and masonry inserts, lag screws and other connectors as required. Install preformed expansion joint filler as indicated on the drawings.
2. Concrete shall be constructed and cured in accordance with Article 503 of the Standard Specifications. Concrete for the new footing shall be poured directly against the earth below the existing bricks forming the floor of the basement.
3. **Cutting, Fitting and Placement:** Perform cutting, drilling and fitting required for installation of miscellaneous metal fabrications and wood members. Set work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels.
4. Set structural steel assemblies accurately in locations and to elevations indicated. Place each steel pilaster in a plumb position in contact with the nearest projecting surface of the wall. Level, plumb, align and adjust members forming part of the assembly before permanently fastening.
5. **Base Plates:** Clean concrete and base plate surfaces. Set base plate for structural members on wedges, shims or setting nuts as required.
6. **Expansion Anchors:** Install expansion anchors in accordance with manufacturer's requirements and specifications after concrete has cured. Snug-tighten anchors after supported members have been positioned and plumbed
7. **Grout:** Promptly pack grout solidly between concrete bearing surfaces and base plates and between foundation wall surfaces and steel beam flanges so that no voids remain. Neatly finish exposed surfaces. Protect grout and allow to cure. Comply with manufacturer's installation instructions for shrinkage-resistant grouts.
8. **Field Welding:** Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance and quality of welds made, and methods used in correcting welding work.

Clean and Adjust:

1. **Touch-Up Painting for Structural Steel:** Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting. Apply by brush or spray to provide a minimum dry film thickness of 2.5 mils.
2. Clean any excess concrete or grout from any exposed surfaces.
3. Remove temporary coverings and protection of adjacent work areas.

Basis of Payment: The work under this item will be paid for at the contract unit price per Each at the location specified for FOUNDATION WALL REINFORCEMENT which price will include all labor, anchor bolt installation, equipment, materials and incidental work necessary to complete the

work as specified and indicated on the drawings. The cost for the protection of existing items and property to remain from damage, removal of bricks, earth excavation, disposal of removed brick and excavated earth, and adjustment or relocation of utilities and piping is included in the contract unit price per Each at the location specified.

REPOINTING MASONRY WALLS

Description: This work includes removing deteriorated mortar from the joints of a masonry wall and replacing it with new mortar to restore the physical integrity of the wall. All work shall conform to the 2006 edition of the International Building Code and all applicable state and local codes, ordinances, and requirements.

Quality Assurance:

1. Codes and Standards: All work shall comply with provisions of following, except as otherwise indicated:
 - a. International Building Code 2006.
 - b. ACI 530-05/ ASCE 5-05/ TMS 402-05 "Building Code Requirements for Masonry Structures."
2. Field Measurements: Take field measurements and verify all field conditions and dimensions prior to proceeding with work. Notify Engineer immediately of any significant discrepancies in the existing conditions from what is indicated on the construction drawings.
4. Contractor shall take all precautions necessary to protect the building owner's operation and property from damage caused by the execution of this work. Contractor shall protect existing surfaces, utilities, finishes and equipment to remain and restore to existing condition at the completion of work.
5. Contractor shall give all necessary notices and obtain all necessary permits at his expense.
6. Contractor shall coordinate all work with other trades and the building tenant's operations.
7. Workmanship shall be of the highest quality by trained, experienced personnel. Construction work shall follow all manufacturer's specifications, industry standards, and common construction practice.

Materials: Materials shall conform to the following standards and requirements:

1. Masonry cement mortar shall conform to ASTM C270, Type M, and shall have an average compressive strength at 28 days of 2500 psi. As much as practicable, match the existing mortar in color, texture and detailing.
2. Cement shall conform to ASTM C150, Type I, low alkali, non-staining Portland cement.
3. Sand shall conform to ASTM C144 to ensure proper gradation and freedom from impurities. Sand color, size and texture should match the original as closely as possible.
4. Water shall be clean and free from significant amounts of acids, alkalis, or organic material.

Deterioration Investigation: The locations indicated on the construction drawings to require repointing of the masonry foundation walls were observed to have a significant loss of mortar

due to weathering over the years. The sidewalk should be removed prior to starting any repointing work so that more wall area is visible to assess the condition of the mortar joints. The Masonry Contractor shall perform the necessary field investigation to determine the appropriate repair type and repair area required for damaged areas, in coordination with and as approved by the Engineer. It is possible that a different area quantity of repointing will be required during a field investigation after the removal of the existing sidewalk.

Preparation: Remove all old caulking, grout or non-original mortar from joints to a minimum depth of 2.5 times the width of the joint. Cut all joints (unless otherwise noted) back to sound, solid back up material. Leave a clean, square face at the back of the joint to provide for maximum contact of repointing mortar.

1. Shallow or feather edging is not permitted. Remove loose particles from joints. Clean joints, followed by blowing with dry compressed air or vacuum.
2. Existing horizontal mortar joints (bed joints) that are filled with a hard Portland mortar may be cut using a diamond blade that is narrower than the joint width. The middle one-third of the mortar joint may be cut using a rotary power saw. The remaining mortar shall be removed from the masonry joints by hand using masonry chisels or pneumatic carving tools.
3. Vertical joints (head joints) shall not be cut out using rotary power saws. All vertical head joints shall be removed by hand using a pneumatic carving tool, or hammer and chisel.
4. Do not widen the existing masonry joints. The surrounding masonry edges shall not be spalled or chipped in the process of mortar removal. Replace all masonry units damaged during mortar removal with replacement units that match the original units.

Installation and Curing:

1. Soak exposed surfaces of masonry adjacent to the joint with water prior to repointing. Allow time for excess water to run off and evaporate prior to repointing. Joint surfaces shall be damp but free of standing water.
2. The mortar material shall have just enough water to make a damp, stiff mix which will retain its form when pressed in a ball during installation. After 1 to 2 hours, add sufficient water to bring it to the proper consistency.
3. Point joints in layers or "lifts" where the joints are deeper than 1.25 inches. Apply in layers not less than half of the depth but not more than 1.25 inches until a uniform depth is formed.
4. Compress each layer thoroughly and allow it to become thumbprint hard before applying the next layer.
5. When mortar is thumbprint hard at the surface of the wall, finish joints to match the original joint profile.
6. Cure in accordance with code requirements and with manufacturer's instructions. Adjust curing methods to ensure that the repointing mortar is damp without eroding the surface of the mortar.

7. Cold weather construction provisions of TMS 602/ ACI 530.1/ ASCE 6, Article 1.8C, shall be implemented when the ambient air temperature falls below 40 degrees F. Hot weather construction provisions of TMS 602/ ACI 530.1/ ASCE 6, Article 1.8D, shall be implemented when the ambient air temperature exceeds 100 degrees F.

Cleaning:

1. After mortar joints have attained their initial set, but prior to hardening, completely remove mortar daubs or splashings from masonry unit surfaces that will be exposed.
2. Masonry surfaces shall be left clean, free of mortar daubs, dirt, stain and discoloration, and with tight mortar joints throughout.

Method of Measurement: REPOINTING MASONRY WALLS will be measured per Square Foot basis.

Basis of Payment: The work under this item will be paid for at the contract unit price per Square Foot for REPOINTING MASONRY WALLS which price will include all labor, equipment, materials and incidental work necessary to complete the work as specified and indicated on the drawings.

SINGLE WYTHE REPAIR OF MASONRY WALLS

Description: This work includes removing deteriorated, damaged, leaning or loose masonry units and mortar from the existing masonry foundation wall and replacement with new similar materials to restore the physical integrity of the wall. All work shall conform to the 2006 edition of the International Building Code and all applicable state and local codes, ordinances, and requirements.

Quality Assurance:

1. Codes and Standards: All work shall comply with provisions of following, except as otherwise indicated:
 - a. International Building Code 2006.
 - b. ACI 530-05/ ASCE 5-05/ TMS 402-05 "Building Code Requirements for Masonry Structures."
2. Field Measurements: Take field measurements and verify all field conditions and dimensions prior to proceeding with work. Notify Engineer immediately of any significant discrepancies in the existing conditions from what is indicated on the construction drawings.
3. Contractor shall take all precautions necessary to protect the building owner's operation and property from damage caused by the execution of this work. Contractor shall protect existing surfaces, utilities, finishes and equipment to remain and restore to existing condition at the completion of work.
4. Contractor shall give all necessary notices and obtain all necessary permits at his expense.
5. Contractor shall coordinate all work with other trades and the building tenant's operations. Verify and coordinate the need, size and location of any required holes or sleeves through the masonry walls.
6. Workmanship shall be of the highest quality by trained, experienced personnel. Construction work shall follow all manufacturer's specifications, industry standards, and common construction practice.

Materials: Materials shall conform to the following standards and requirements:

1. Brick masonry units shall conform to ASTM C62, Grade SW, and shall be solid clay bricks with no voids present. Brick size shall be the nominal size of 3-5/8 inches thick, 2-1/4 inches high, and 8 inches long. Minimum compressive strength of brick shall be 2500 psi. The color and texture of the brick masonry units shall match the original units as closely as possible.
2. Brick masonry may be reused provided reused bricks are used for small areas of patching or repairs, reused brick is whole, intact and free of cracks and other defects, and if the reused brick is cleaned prior to installation by completely removing old mortar and debris.

3. Masonry cement mortar shall conform to ASTM C270, Type M, and shall have an average compressive strength at 28 days of 2500 psi. As much as practicable, match the existing mortar in color, texture and detailing.
4. Cement shall conform to ASTM C150, Type I, low alkali, non-staining Portland cement.
5. Sand shall conform to ASTM C144 to ensure proper gradation and freedom from impurities. Sand color, size and texture should match the original as closely as possible.
6. Water shall be clean and free from significant amounts of acids, alkalis, or organic material.
7. Joint reinforcement and wire ties shall be cold-drawn steel wire conforming to ASTM A82, with a zinc coating in conformance with ASTM A641, Class B or with ASTM A153, Class B.
8. Structural sawn lumber shall be Spruce-Pine-Fir or Douglas Fir-Larch, Grade No. 2 or better.

Deterioration Investigation: The locations indicated on the construction drawings that require reconstruction of a portion of the masonry foundation walls were observed to have leaning, damaged, loose or missing bricks. The sidewalk should be removed prior to starting any reconstruction work so that more wall area is visible to assess the condition of the top of the foundation wall. The Masonry Contractor shall perform the necessary field investigation to determine the appropriate repair type and repair area required for damaged areas, in coordination with and as approved by the Engineer. It is possible that a different quantity of reconstruction will be required during a field investigation after the removal of the existing sidewalk.

Preparation and Removal: Before removing any deteriorated or loose masonry units, establish bonding patterns, levels, coursings and ties between wythes. Remove masonry that has deteriorated, is loose or is damaged, as determined through investigation and evaluation. Support and protect remaining masonry work that surrounds the removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition. Notify Engineer of unforeseen detrimental conditions including voids, cracks, bulges, rusted metal and other deteriorated items.

1. Contractor shall provide any necessary temporary shoring or support of existing items to remain prior to beginning demolition and removal.
2. Carefully demolish or remove entire units from joint to joint, without damaging surrounding units in a manner that permits replacement with full size units. Remove as many whole masonry units as possible without damage.
3. If a few isolated masonry units are to be replaced, remove each without disturbing the surrounding masonry. Remove deteriorated masonry units and mortar requiring replacement by hand chiseling. Do not damage adjoining masonry units during removal of deteriorated units and mortar.
4. Remove all deteriorated mortar and loose particles from joints. Clean joints, followed by blowing with dry compressed air or vacuum.

5. Do not widen the existing masonry joints. The surrounding masonry edges shall not be spalled or chipped in the process of mortar removal. Replace all masonry units damaged during masonry and mortar removal with replacement units.

Installation: Support and protect the remaining masonry work that surrounds repair areas. Examine adjoining remaining masonry surfaces and correct any conditions detrimental to the repair work. The replacement areas shall be reconstructed to match the existing bonding patterns, levels and coursings of the existing masonry. Maintain flashing, reinforcement, lintels and adjoining construction in an undamaged condition. Maintain, reconstruct or replace ties to existing wythes.

1. Install built-in items, appurtenances, attachments or ties that bond or support the new masonry units as required by building code or as specified herein.
2. Units being laid and surfaces to receive units shall be free of water, film or ice. Solid units shall be laid in a nonfurrowed full bed of mortar, and vertical joints shall be completely filled up with mortar for the full width. Vertical joints shall be kept plumb.
3. Full units of the proper size shall be used wherever possible, in lieu of cut units. Cutting and fitting, including that required to accommodate built-in items, shall be done using power masonry saws. Cut edges shall be clean, true and sharp.
4. Lay masonry plumb, level, square, and true to line, matching existing workmanship, joints and bond. Keep wall face plumb. Brick should be saturated-surface dry at time of laying. When being laid, brick shall have a suction sufficient to hold mortar and absorb excess moisture, yet leave mortar sufficiently damp so it remains plastic enough to permit brick to be leveled and plumbed after being laid without breaking mortar bond.
5. Construct mortar joint sizes to match existing joint style. Provide full head and bed joints and completely fill joints. Properly butter masonry unit edges to fill joints. Align and plumb vertical joints in alternate courses.
6. When fresh masonry adjoins existing masonry or when brick laying has been delayed for more than one hour, clean masonry of exposed mortar, then wet by water spray when necessary.
7. Do not tool or finish joints prematurely before initial mortar set. Tool or finish joints without damaging mortar.
8. Clean all surfaces during work and immediately upon completion. Clean mortar droppings from brick, sills, or other projections.
9. When the wythe to be repaired is the interior wythe at the top of the foundation wall at the elevation of the floor joists, the Contractor shall install solid wood blocking between the rim joist and the first three interior joists at a maximum horizontal spacing of three feet, unless solid wood blocking is already present and is not disturbed by the repair work. The size of solid blocking shall be either the same size or as close as possible to the same size as the existing floor joists. Offset blocking in adjacent spaces to allow for nailing.

10. Cold weather construction provisions of TMS 602/ ACI 530.1/ ASCE 6, Article 1.8C, shall be implemented when the ambient air temperature falls below 40 degrees F. Hot weather construction provisions of TMS 602/ ACI 530.1/ ASCE 6, Article 1.8D, shall be implemented when the ambient air temperature exceeds 100 degrees F.

Cleaning:

1. Cut out any defective joints in exposed masonry and repoint with mortar in accordance with the repointing special provision.
2. Masonry surfaces shall be left clean, free of mortar daubs, dirt, stain and discoloration, and with tight mortar joints throughout.
3. Dispose of all removed brick and mortar off site.

Method of Measurement: SINGLE WYTHE REPAIR OF MASONRY WALLS will be measured per Square Foot basis.

Basis of Payment: The work under this item will be paid for at the contract unit price per Square Foot for SINGLE WYTHE REPAIR OF MASONRY WALLS which price will include all labor, equipment, materials and incidental work necessary to complete the work as specified and indicated on the drawings.

MULTI WYTHE RECONSTRUCTION OF MASONRY WALLS

Description: This work includes removing deteriorated, damaged, leaning or loose masonry units and mortar from the existing masonry foundation wall and replacement with new similar materials to restore the physical integrity of the wall. All work shall conform to the 2006 edition of the International Building Code and all applicable state and local codes, ordinances, and requirements.

Quality Assurance:

1. Codes and Standards: All work shall comply with provisions of following, except as otherwise indicated:
 - a. International Building Code 2006.
 - b. ACI 530-05/ ASCE 5-05/ TMS 402-05 "Building Code Requirements for Masonry Structures."
4. Field Measurements: Take field measurements and verify all field conditions and dimensions prior to proceeding with work. Notify Engineer immediately of any significant discrepancies in the existing conditions from what is indicated on the construction drawings.
5. Contractor shall take all precautions necessary to protect the building owner's operation and property from damage caused by the execution of this work. Contractor shall protect existing surfaces, utilities, finishes and equipment to remain and restore to existing condition at the completion of work.
6. Contractor shall give all necessary notices and obtain all necessary permits at his expense.
7. Contractor shall coordinate all work with other trades and the building tenant's operations. Verify and coordinate the need, size and location of any required holes or sleeves through the masonry walls.
8. Workmanship shall be of the highest quality by trained, experienced personnel. Construction work shall follow all manufacturer's specifications, industry standards, and common construction practice.

Materials: Materials shall conform to the following standards and requirements:

1. Brick masonry units shall conform to ASTM C62, Grade SW, and shall be solid clay bricks with no voids present. Brick size shall be the nominal size of 3-5/8 inches thick, 2-1/4 inches high, and 8 inches long. Minimum compressive strength of brick shall be 2500 psi. The color and texture of the brick masonry units shall match the original units as closely as possible.
2. Brick masonry may be reused provided that reused brick is only used for small areas of patching or repair, reused brick is whole, intact, and free of cracks and other defects, and the reused brick is cleaned prior to installation by completely removing old mortar and debris.

3. Masonry cement mortar shall conform to ASTM C270, Type M, and shall have an average compressive strength at 28 days of 2500 psi. As much as practicable, match the existing mortar in color, texture and detailing.
4. Cement shall conform to ASTM C150, Type I, low alkali, non-staining Portland cement.
5. Sand shall conform to ASTM C144 to ensure proper gradation and freedom from impurities. Sand color, size and texture should match the original as closely as possible.
6. Water shall be clean and free from significant amounts of acids, alkalis, or organic material.
7. Joint reinforcement and wire ties shall be cold-drawn steel wire conforming to ASTM A82, with a zinc coating in conformance with ASTM A641, Class B or with ASTM A153, Class B.
8. Structural sawn lumber shall be Spruce-Pine-Fir or Douglas Fir-Larch, Grade No. 2 or better.

Deterioration Investigation: The locations indicated on the construction drawings that require reconstruction of a portion of the masonry foundation walls were observed to have leaning, damaged, loose or missing bricks. The sidewalk should be removed prior to starting any reconstruction work so that more wall area is visible to assess the condition of the top of the foundation wall. The Masonry Contractor shall perform the necessary field investigation to determine the appropriate repair type and repair area required for damaged areas, in coordination with and as approved by the Engineer. It is possible that a different quantity of reconstruction will be required during a field investigation after the removal of the existing sidewalk or interior wall coverings.

Preparation and Removal: Before removing any deteriorated or loose masonry units, establish bonding patterns, levels, coursings and ties between wythes. Remove masonry that has deteriorated, is loose or is damaged, as determined through investigation and evaluation. Support and protect remaining masonry work that surrounds the removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition. Notify Engineer of unforeseen detrimental conditions including voids, cracks, bulges, rusted metal and other deteriorated items.

1. Contractor shall provide any necessary temporary shoring or support of existing items to remain prior to beginning demolition and removal. Contractor shall not remove more than approximately three feet of length of wall at a time for reconstruction.
2. Carefully demolish or remove entire units from joint to joint, without damaging surrounding units in a manner that permits replacement with full size units. Remove as many whole masonry units as possible without damage.
3. Remove deteriorated masonry units and mortar requiring replacement by hand chiseling. Do not damage adjoining masonry units during removal of deteriorated units and mortar.
4. Remove all deteriorated mortar and loose particles from joints. Clean joints, followed by blowing with dry compressed air or vacuum.

5. Do not widen the existing masonry joints. The surrounding masonry edges shall not be spalled or chipped in the process of mortar removal. Replace all masonry units damaged during masonry and mortar removal with replacement units.

Installation: Support and protect the remaining masonry work that surrounds repair areas. Examine adjoining remaining masonry surfaces and correct any conditions detrimental to the repair work. The replacement areas shall be reconstructed to match the existing bonding patterns, levels and coursings of the existing masonry. Maintain flashing, reinforcement, lintels and adjoining construction in an undamaged condition. Maintain, reconstruct or replace ties to existing wythes.

1. Install built-in items, appurtenances, attachments or ties that support the new masonry units and ties for bonding between wythes as required by building code or as specified herein.
2. Units being laid and surfaces to receive units shall be free of water, film or ice. Solid units shall be laid in a nonfurrowed full bed of mortar, and vertical joints shall be completely filled up with mortar for the full width. Vertical joints shall be kept plumb.
3. Full units of the proper size shall be used wherever possible, in lieu of cut units. Cutting and fitting, including that required to accommodate built-in items, shall be done using power masonry saws. Cut edges shall be clean, true and sharp.
4. Lay masonry plumb, level, square, and true to line, matching existing workmanship, joints and bond. Keep wall face plumb. Brick should be saturated-surface dry at time of laying. When being laid, brick shall have a suction sufficient to hold mortar and absorb excess moisture, yet leave mortar sufficiently damp so it remains plastic enough to permit brick to be leveled and plumbed after being laid without breaking mortar bond.
5. Construct mortar joint sizes to match existing joint style. Provide full head and bed joints and completely fill joints. Properly butter masonry unit edges to fill joints. Align and plumb vertical joints in alternate courses.
6. When fresh masonry adjoins existing masonry or when brick laying has been delayed for more than one hour, clean masonry of exposed mortar, then wet by water spray when necessary.
7. Do not tool or finish joints prematurely before initial mortar set. Tool or finish joints without damaging mortar.
8. Clean all surfaces during work and immediately upon completion. Clean mortar droppings from brick, sills, or other projections.
9. When the reconstruction is for the interior wythe at the top of the foundation wall at the elevation of the floor joists, the Contractor shall install solid wood blocking between the rim joist and the first three interior joists at a maximum horizontal spacing of three feet, unless solid wood blocking is already present and is not disturbed by the repair work. The size of solid blocking shall be either the same size or as close as possible to the same size as the existing floor joists. Offset blocking in adjacent spaces to allow for nailing.

10. Cold weather construction provisions of TMS 602/ ACI 530.1/ ASCE 6, Article 1.8C, shall be implemented when the ambient air temperature falls below 40 degrees F. Hot weather construction provisions of TMS 602/ ACI 530.1/ ASCE 6, Article 1.8D, shall be implemented when the ambient air temperature exceeds 100 degrees F.

Cleaning:

1. Cut out any defective joints in exposed masonry and repoint with mortar in accordance with the repointing special provision.
2. Masonry surfaces shall be left clean, free of mortar daubs, dirt, stain and discoloration, and with tight mortar joints throughout.
3. Dispose of all removed brick and mortar off site.

Method of Measurement: MULTI WYTHE RECONSTRUCTION OF MASONRY WALLS will be measured per Square Foot basis.

Basis of Payment: The work under this item will be paid for at the contract unit price per Square Foot for MULTI WYTHE RECONSTRUCTION OF MASONRY WALLS which price will include all labor, equipment, materials and incidental work necessary to complete the work as specified and indicated on the drawings.

CERAMIC TILE FOR ENTRYWAY

Description: Provide new ceramic quarry tile to be placed on top of an existing exterior concrete entryway slab to accommodate a change in surface elevation as indicated in the construction drawings. Also included in this work is preparation of the concrete slab surface to serve as the substrate for the new tile. This preparation of the concrete slab surface will also include grinding down the top of part of the existing slab to achieve the desired proposed surface elevations.

Submittals:

1. Product Data: Submit manufacturer's product data, specifications and installation instructions for exterior ceramic quarry tile, grout and sealant products.
2. Maintenance Data to include methods for maintaining installed products and precautions against cleaning materials and methods detrimental to finishes and performance.

Quality Assurance:

1. Codes and Standards: Comply with provisions of following, except as otherwise indicated:
 - a. International Building Code 2006.
 - b. ANSI A108 Series Specifications for Installation of Ceramic Tile and Dimensional Tile
 - c. ANSI A118 Series Specifications for Ceramic Tile Mortars and Grouts
 - d. The Tile Council of North America Handbook for Installation of Ceramic Tile
3. Field Measurements: Take field measurements prior to ordering materials.
4. Contractor shall take all precautions necessary to protect the building owner's operation and property from damage caused by the execution of this work. Contractor shall protect existing surfaces, finishes and equipment to remain and restore to existing condition at the completion of work.
5. Contractor shall give all necessary notices and obtain all necessary permits at his expense.
6. Installer Qualifications: Engage an experienced installer, as determined by the Contractor, in performing the work of this section, who has specialized in the installation of work similar to that required for this project and who is acceptable to the product manufacturer.

Materials: Materials shall conform to the following standards and requirements.

1. Ceramic Tile:
 - a. Metro Tread Quarry Tile as manufactured by Metropolitan Ceramics, by Ironrock Capital, Inc. or approved equal.
 - b. Unglazed, relieved edge tile with treads on wearing surface running length of each tile. Dynamic coefficient of friction meets or exceeds 0.60.
 - c. Tile with nominal face dimensions 6"x6", thickness 1/2". Color to be chosen by the City of Elmwood.

- d. The body composition shall be of the finest shales and clays producing a uniform dense body with a slip resistant texture.
2. Medium-bed thinset mortar shall be a latex Portland cement mortar in conformance with ANSI A118.4.
3. Grout shall be suitable for exterior use and of a compatible color for the color of ceramic tile chosen, conforming to ANSI A118.6.
4. Mortar for mortar bed shall be a latex Portland cement mortar in conformance with ANSI A118.4.
5. Waterproofing membrane shall be a load bearing, bonded, waterproof membrane for thin set ceramic tile and in conformance with ANSI A118.10. The membrane shall also have the capability to serve as a crack isolation membrane.
6. Protective sealant shall be a water based penetrating sealer suitable for exterior use for both tile and grout.
7. Preformed Expansion Joint Filler shall conform to the requirements in Article 1051.09 of the Standard Specifications for Road and Bridge Construction.

Preparation:

1. Surface Preparation
 - a. Grind down the top surface of the existing concrete slab as required to allow for a minimum thickness of mortar of ¼ inch and to achieve the required elevation for the proposed surface of the entryway. Grind down any areas of the existing slab surface so that the maximum variation in elevation is ¼ inch in 10 feet from the required plane.
 - c. Concrete surface shall be free of all contaminants such as sealers, cleaning compounds, coatings, oil and dust.
 - d. Prepare substrates to receive quarry tile in accordance with ANSI installation standards and manufacturer's installation instructions.
2. Temperature and Environment
 - a. Do not apply tile setting materials to surfaces that contain frost.
 - b. Do not install tile in areas where the temperature is not maintained above 50 degrees F or where the temperature of the backing is above 100 degrees F.
6. Assure that all products to be installed for the tile work are compatible for use with each other.

Installation:

1. Verify that the surfaces to receive tile and accessories are clean, dry and free of all contaminants such as sealers, cleaning compounds, coatings, oil and dust. Verify that

substrate conditions are acceptable for product installation in accordance with manufacturer's instructions.

2. Install the preformed expansion joint filler where indicated on the drawings.
3. Apply the waterproofing membrane to substrate in accordance with ANSI A108.13 and with the manufacturer's instructions. Follow manufacturer's instructions for curing time and conditions after application of the membrane.
4. Mix latex Portland cement mortar in accordance with ANSI A108.5 and with manufacturer's instructions.
5. Apply mortar in accordance with ANSI A108.1, ANSI A108.5, and in accordance with the manufacturer's instructions. The thickness of mortar bed will vary as required to achieve final proposed surface elevations. The medium bed thinset mortar method and the mortar bed method will both be required to accommodate the required variation in thickness required.
6. All mortar bed surfaces shall be placed as required to achieve the proposed surface slope and elevations. Maximum variation from the required plane shall be ¼ inch in 10 feet.
7. Install and set ceramic tile in accordance with ANSI A108.1, ANSI A108.5, and in accordance with the manufacturer's instructions. Use 5/8 inch joint widths.
8. Before grouting, all tiles must be firmly set, and all spacers, strings, ropes and pegs removed. Consult manufacturer's recommendations prior to grouting.
9. Install and cure grout in accordance with ANSI A118.6, and the manufacturer's instructions. See appropriate grout ANSI specification and/or manufacturer's recommendation for cleaning of tile after grouting.
10. Prior to installation of the penetrating sealer, allow new grout installation to cure for a minimum of 48 hours. Surface must be dry and free of contaminants and dirt. Surface and sealer temperatures shall be between 50 degrees and 80 degrees F for application of the penetrating sealer. Follow the manufacturer's instructions for application and curing time and conditions for the penetrating sealer.
11. Keep tiled area closed until the tile is firmly set.
12. Do not walk on, nor work on, newly tiled surfaces without using kneeling boards or equivalent protection of the tiled surface. Keep traffic off the tile installation for at least 72 hours.

Clean and Protection:

1. Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions.

Method of Measurement: CERAMIC TILE FOR ENTRYWAY will be measured on a per Square Foot basis.

Basis of Payment: The work under this item will be paid for at the contract unit price per Square Foot for CERAMIC TILE FOR ENTRYWAY, which price will include all labor, equipment, materials and incidental work necessary to complete the work as specified and indicated on the drawings. Protection of the existing construction to remain, grinding of the existing concrete slab surface, and all new materials required for the installation of the new ceramic tile will be included in the contract unit price per Square Foot for CERAMIC TILE FOR ENTRYWAY.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

Revise Article 669.01 of the Standard Specifications to read:

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

Revise Article 669.08 of the Standard Specifications to read:

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

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

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

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

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

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

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:
- (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. Such soil excavated for storm sewers can be placed back into the excavated trench as backfill, when suitable, unless trench backfill is specified. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
 - (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as “uncontaminated soil” at a CCDD facility or an uncontaminated soil fill operation within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as “uncontaminated soil” at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as “uncontaminated soil” at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (5) When the Engineer determines soil cannot be managed according to Articles 669.09(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC, the excavated soil can be utilized within the construction limits or managed and disposed of off-site as “uncontaminated soil” according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation for the following reason.

- (1) The pH of the soil is less than 6.25 or greater than 9.0.
 - (2) The soil exhibited elevated photoionization detector (PID) utilizing a lamp of 10.6eV or greater or a flame ionization detector (FID) readings.
- (c) Soil Analytical Results Exceed Most Stringent MAC but Do Not Exceed TACO Residential. When the soil analytical results indicate that detected levels exceed the most stringent MAC but do not exceed TACO Tier 1 Soil Remediation Objectives for Residential Properties pursuant to 35 IAC 742 Appendix B Table A, the excavated soil can be utilized within the right-of-way or managed and disposed of off-site as “uncontaminated soil” according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation.
- (d) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste.

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

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

Revise Article 669.14 of the Standard Specifications to read:

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

- (a) Measures taken to identify, monitor, handle, and dispose of soil or groundwater containing regulated substances, to prevent further migration of regulated substances, and to protect workers,

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

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

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

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

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

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

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

- Station 40+60 to Station 41+00 (South Lilac Street) 0 to 50 feet LT (Mobil Gasoline Station, PESA Site 2424-3, 202 West Main Street). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. Contaminants of concern

- sampling parameters: Benzo(a)Anthracene, Benzo(a)Pyrene, Benzo(b)Fluoranthene, Dibenzo(a,h)Anthracene, and Indeno(1,2,3-cd)Pyrene.
- Station 11+75 to Station 12+70 (West Main Street) 0 to 50 feet LT (Vacant Commercial Building, PESA Site 2424-13, 117 West Main Street). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
 - Station 13+50 to Station 14+30 (West Main Street) 0 to 50 feet LT (Commercial Building, PESA Site 2424-11, 105-107 West Main Street). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
 - Station 32+25 to Station 33+00 (West Evergreen Street) 0 to 50 feet RT (Municipal Parking Lot, PESA Site 2424-14, southeast corner of Lilac Street and Evergreen Street). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Arsenic.
 - Station 33+00 to Station 34+35 (Evergreen Street) 0 to 50 feet RT (Commercial Building, PESA Site 2424-10, 102-116 North Magnolia Street). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Methylene Chloride, Benzo(a)Anthracene, Benzo(a)Pyrene, and Benzo(b)Fluoranthene..
 - Station 53+30 to Station 54+00 (North Magnolia Street) 0 to 50 feet LT (Commercial Building, PESA Site 2424-10, 102-116 North Magnolia Street). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
 - Station 54+90 to Station 55+60 (North Magnolia Street) 0 to 50 feet LT (Commercial Building, PESA Site 2424-10, 102-116 North Magnolia Street). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Methylene Chloride.
 - Station 56+10 to Station 56+60 (North Magnolia Street) 0 to 50 feet LT (Elmwood Fire Department, PESA Site 2424-16, 200 North Magnolia Street). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Arsenic and Manganese.
 - Station 50+60 to Station 52+00 (North Magnolia Street) 0 to 50 feet RT (Commercial Building, PESA Site 2424-23, 117 South Magnolia Street). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)Pyrene, Arsenic, and Manganese.
- Station 43+80 to Station 44+60(North Lilac Street) 0 to 50 feet RT (Vacant Commercial Building, PESA Site 2424-13, 117 West Main Street). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)Pyrene.

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 Elmwood

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

CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE)

Effective: April 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

“(i) Polyurethane Joint Sealant1050.04”

Revise the fifth paragraph of Article 606.07 of the Standard Specifications to read:

“Transverse contraction and longitudinal construction joints shall be sealed according to Article 420.12, except transverse joints in concrete curb and gutter shall be sealed with polysulfide or polyurethane joint sealant.”

Add the following to Section 1050 of the Standard Specifications:

“1050.04 Polyurethane Joint Sealant. The joint sealant shall be a polyurethane sealant, Type S, Grade NS, Class 25, Use T, according to ASTM C 920.”

80334

CONCRETE MIX DESIGN – DEPARTMENT PROVIDED (BDE)

Effective: January 1, 2012

Revised: January 1, 2014

For the concrete mix design requirements in Article 1020.05(a) of the Supplemental Specifications and Recurring Special Provisions, the Contractor has the option to request the Engineer determine mix design material proportions for Class PV, PP, RR, BS, DS, SC, and SI concrete. A single mix design for each class of concrete will be provided. Acceptance by the Contractor to use the mix design developed by the Engineer shall not relieve the Contractor from meeting specification requirements.

80277

CONTRACT CLAIMS (BDE)

Effective: April 1, 2014

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

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

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

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

Level I Engineer of Construction

Level II Chief Engineer/Director of Highways or Designee

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

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

80335

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: August 2, 2011

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 6.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort

to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;

- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) if the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal if not met, evidence of good faith efforts.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
 - (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith

effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.

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

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the

DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.

- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217)785-4611. Telefax number (217)785-1524.

- (b) **TERMINATION OR REPLACEMENT.** The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.
- (c) **CHANGES TO WORK.** Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (d) **ALTERNATIVE WORK METHODS.** In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) **TERMINATION AND REPLACEMENT PROCEDURES.** The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and

the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.

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

PAVEMENT PATCHING (BDE)

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

“ In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area.”

80254

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: January 1, 2014

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

“STATEMENTS AND PAYROLLS

The payroll records shall include the worker’s name, the worker’s address, the worker’s telephone number when available, the worker’s social security number, the worker’s classification or classifications, the worker’s gross and net wages paid in each pay period, the worker’s number of hours worked each day, the worker’s starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker’s hourly wage rate, the worker’s hourly overtime wage rate, the worker’s hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee’s social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department’s form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box (“No Work”, “Suspended”, or “Complete”) checked on the form.”

STATE CONTRACTS. Revise Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

“IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of five years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll records shall include the worker’s name, the worker’s address, the worker’s telephone number when available, the worker’s social security number, the worker’s classification or classifications, the worker’s gross and net wages paid in each pay period, the worker’s number of hours worked each day, the worker’s starting and ending times of work each day. However, any contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor

organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.

3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor, or an officer, employee, or officer thereof, which avers that: (i) he or she has examined the records and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

80331

PORTLAND CEMENT CONCRETE EQUIPMENT (BDE)

Effective: November 1, 2013

Add the following to the first paragraph of Article 1103.03(a)(5) of the Standard Specifications to read:

“As an alternative to a locking key, the start and finish time for mixing may be automatically printed on the batch ticket. The start and finish time shall be reported to the nearest second.”

80326

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

“(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics’ Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”

80328

QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (BDE)

Effective: January 1, 2012

Revised: January 1, 2013

Add the following to Section 1020 of the Standard Specifications:

"1020.16 Quality Control/Quality Assurance of Concrete Mixtures. This Article specifies the quality control responsibilities of the Contractor for concrete mixtures (except Class PC and PS concrete), cement aggregate mixture II, and controlled low-strength material incorporated in the project, and defines the quality assurance and acceptance responsibilities of the Engineer.

A list of quality control/quality assurance (QC/QA) documents is provided in Article 1020.16(g), Schedule D.

A Level I Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete testing.

A Level II Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete proportioning.

A Level III Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete mix design.

A Concrete Tester shall be defined as an individual who has successfully completed the Department's training to assist with concrete testing and is monitored on a daily basis.

Aggregate Technician shall be defined as an individual who has successfully completed the Department's training for gradation testing involving aggregate production and mixtures.

Mixture Aggregate Technician shall be defined as an individual who has successfully completed the Department's training for gradation testing involving mixtures.

Gradation Technician shall be defined as an individual who has successfully completed the Department's training to assist with gradation testing and is monitored on a daily basis.

- (a) Equipment/Laboratory. The Contractor shall provide a laboratory and test equipment to perform their quality control testing.

The laboratory shall be of sufficient size and be furnished with the necessary equipment, supplies, and current published test methods for adequately and safely performing all required tests. The laboratory will be approved by the Engineer according to the current Bureau of Materials and Physical Research Policy Memorandum "Minimum Private Laboratory Requirements for Construction Materials Testing or Mix Design". Production of a mixture shall not begin until the Engineer provides written approval of the laboratory.

The Contractor shall refer to the Department's "Required Sampling and Testing Equipment for Concrete" for equipment requirements.

Test equipment shall be maintained and calibrated as required by the appropriate test method, and when required by the Engineer. This information shall be documented on the Department's "Calibration of Concrete Testing Equipment" form.

Test equipment used to determine compressive or flexural strength shall be calibrated each 12 month period by an independent agency, using calibration equipment traceable to the National Institute of Standards and Technology (NIST). The Contractor shall have the calibration documentation available at the test equipment location.

The Engineer will have unrestricted access to the plant and laboratory at any time to inspect measuring and testing equipment, and will notify the Contractor of any deficiencies. Defective equipment shall be immediately repaired or replaced by the Contractor.

- (b) Quality Control Plan. The Contractor shall submit, in writing, a proposed Quality Control (QC) Plan to the Engineer. The QC Plan shall be submitted a minimum of 45 calendar days prior to the production of a mixture. The QC Plan shall address the quality control of the concrete, cement aggregate mixture II, and controlled low-strength material incorporated in the project. The Contractor shall refer to the Department's "Model Quality Control Plan for Concrete Production" to prepare a QC Plan. The Engineer will respond in writing to the Contractor's proposed QC Plan within 15 calendar days of receipt.

Production of a mixture shall not begin until the Engineer provides written approval of the QC Plan. The approved QC Plan shall become a part of the contract between the Department and the Contractor, but shall not be construed as acceptance of any mixture produced.

The QC Plan may be amended during the progress of the work, by either party, subject to mutual agreement. The Engineer will respond in writing to a Contractor's proposed QC Plan amendment within 15 calendar days of receipt. The response will indicate the approval or denial of the Contractor's proposed QC Plan amendment.

- (c) Quality Control by Contractor. The Contractor shall perform quality control inspection, sampling, testing, and documentation to meet contract requirements. Quality control includes the recognition of obvious defects and their immediate correction. Quality control also includes appropriate action when passing test results are near specification limits, or to resolve test result differences with the Engineer. Quality control may require increased testing, communication of test results to the plant or the jobsite, modification of operations, suspension of mixture production, rejection of material, or other actions as appropriate. The Engineer shall be immediately notified of any failing tests and subsequent remedial action. Passing tests shall be reported no later than the start of the next work day.

When a mixture does not comply with specifications, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work, according to Article 105.03.

- (1) Personnel Requirements. The Contractor shall provide a Quality Control (QC) Manager who will have overall responsibility and authority for quality control. The jobsite and plant personnel shall be able to contact the QC Manager by cellular phone, two-way radio or other methods approved by the Engineer.

The QC Manager shall visit the jobsite a minimum of once a week. A visit shall be performed the day of a bridge deck pour, the day a non-routine mixture is placed as determined by the Engineer, or the day a plant is anticipated to produce more than 1000 cu yd (765 cu m). Any of the three required visits may be used to meet the once per week minimum requirement.

The Contractor shall provide personnel to perform the required inspections, sampling, testing and documentation in a timely manner. The Contractor shall refer to the Department's "Qualifications and Duties of Concrete Quality Control Personnel" document.

A Level I PCC Technician shall be provided at the jobsite during mixture production and placement, and may supervise concurrent pours on the project. For concurrent pours, a minimum of one Concrete Tester shall be required at each pour location. If the Level I PCC Technician is at one of the pour locations, a Concrete Tester is still required at the same location. Each Concrete Tester shall be able to contact the

Level I PCC Technician by cellular phone, two-way radio or other methods approved by the Engineer. A single Level I PCC Technician shall not supervise concurrent pours for multiple contracts.

A Level II PCC Technician shall be provided at the plant, or shall be available, during mixture production and placement. A Level II PCC Technician may supervise a maximum of three plants. Whenever the Level II PCC Technician is not at the plant during mixture production and placement, a Concrete Tester or Level I PCC Technician shall be present at the plant to perform any necessary concrete tests. The Concrete Tester, Level I PCC Technician, or other individual shall also be trained to perform any necessary aggregate moisture tests, if the Level II PCC Technician is not at the plant during mixture production and placement. The Concrete Tester, Level I PCC Technician, plant personnel, and jobsite personnel shall have the ability to contact the Level II PCC Technician by cellular phone, twoway radio, or other methods approved by the Engineer.

For a mixture which is produced and placed with a mobile portland cement concrete plant as defined in Article 1103.04, a Level II PCC Technician shall be provided. The Level II PCC Technician shall be present at all times during mixture production and placement. However, the Level II PCC Technician may request to be available if operations are satisfactory. Approval shall be obtained from the Engineer, and jobsite personnel shall have the ability to contact the Level II PCC Technician by cellular phone, two-way radio, or other methods approved by the Engineer.

A Concrete Tester, Mixture Aggregate Technician, and Aggregate Technician may provide assistance with sampling and testing. A Gradation Technician may provide assistance with testing. A Concrete Tester shall be supervised by a Level I or Level II PCC Technician. A Gradation Technician shall be supervised by a Level II PCC Technician, Mixture Aggregate Technician, or Aggregate Technician.

- (2) Required Plant Tests. Sampling and testing shall be performed at the plant, or at

A location approved by the Engineer, to control the production of a mixture. The required minimum Contractor plant sampling and testing is indicated in Article 1020.16(g) Schedule A.

- (3) Required Field Tests. Sampling and testing shall be performed at the jobsite to control the production of a mixture, and to comply with specifications for placement. For standard curing, after initial curing, and for strength testing; the location shall be approved by the Engineer. The required minimum Contractor jobsite sampling and testing is indicated in Article 1020.16(g), Schedule B.

- (d) Quality Assurance by Engineer. The Engineer will perform quality assurance tests on independent samples and split samples. An independent sample is a field sample obtained and tested by only one party. A split sample is one of two equal portions of a field sample, where two parties each receive one portion for testing. The Engineer may request the Contractor to obtain a split sample. Aggregate split samples and any failing strength specimen shall be retained until permission is given by the Engineer for disposal. The results of all quality assurance tests by the Engineer will be made available to the Contractor. However, Contractor split sample test results shall be provided to the Engineer before Department test results are revealed. The Engineer's quality assurance independent sample and split sample testing is indicated in Article 1020.16(g), Schedule C.
 - (1) Strength Testing. For strength testing, Article 1020.09 shall apply, except the Contractor and Engineer strength specimens may be placed in the same field curing box for initial curing and may be cured in the same water storage tank for final curing.
 - (2) Comparing Test Results. Differences between the Engineer's and the Contractor's split sample test results will be considered reasonable if within the following limits:

Test Parameter	Acceptable Limits of Precision
Slump	0.75 in. (20 mm)
Air Content	0.9%
Compressive Strength	900 psi (6200 kPa)
Flexural Strength	90 psi (620kPa)
Slump Flow (Self-Consolidating Concrete (SCC))	1.5 in. (40 mm)
Visual Stability Index (SCC)	Not Applicable
J-Ring (SCC)	1.5 in. (40 mm)
L-Box (SCC)	10 %
Hardened Visual Stability Index (SCC)	Not Applicable
Dynamic Segregation Index (SCC)	1.0 %
Flow (Controlled Low-Strength Material (CLSM))	1.5 in. (40 mm)
Strength (Controlled Low-Strength Material (CLSM))	40 psi (275 kPa)
Aggregate Gradation	See "Guideline for Sample

	Comparison" in Appendix "A" of the Manual of Test Procedures for Materials.
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When acceptable limits of precision have been met, but only one party is within specification limits, the failing test shall be resolved before the material may be considered for acceptance.

(3) Test Results and Specification Limits.

a. Split Sample Testing. If either the Engineer's or the Contractor's split sample test result is not within specification limits, and the other party is within specification limits; immediate retests on a split sample shall be performed for slump, air content, slump flow, visual stability index, J-Ring, L-Box, dynamic segregation index, flow (CLSM), or aggregate gradation. A passing retest result by each party will require no further action. If either the Engineer's or Contractor's slump, air content, slump flow, visual stability index, J-Ring, L-Box, dynamic segregation index, flow (CLSM), or aggregate gradation split sample retest result is a failure; or if either the Engineer's or Contractor's strength or hardened visual stability index test result is a failure, and the other party is within specification limits; the following actions shall be initiated to investigate the test failure:

1. The Engineer and the Contractor shall investigate the sampling method, test procedure, equipment condition, equipment calibration, and other factors.
2. The Engineer or the Contractor shall replace test equipment, as determined by the Engineer.
3. The Engineer and the Contractor shall perform additional testing on split samples, as determined by the Engineer.

For aggregate gradation, jobsite slump, jobsite air content, jobsite slump flow, jobsite visual stability index, jobsite J-Ring, jobsite L-Box, jobsite dynamic segregation index, and jobsite flow (CLSM); if the failing split sample test result is not resolved according to 1., 2., or 3., and the mixture has not been placed, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work according to Article 105.03. If the mixture has already been placed, or if a failing strength or hardened visual stability index test result is not resolved according to 1., 2., or 3., the material will be considered unacceptable.

If a continued trend of difference exists between the Engineer's and the Contractor's split sample test results, or if split sample test results exceed the acceptable limits of precision, the Engineer and the Contractor shall investigate according to items 1., 2., and 3.

b. Independent Sample Testing. For aggregate gradation, jobsite slump, jobsite air content jobsite slump flow, jobsite visual stability index, jobsite J-Ring, jobsite

LBox, jobsite dynamic segregation index, jobsite flow (CLSM); if the result of a quality assurance test on a sample independently obtained by the Engineer is not within specification limits, and the mixture has not been placed, the Contractor shall reject the material, unless the Engineer accepts the material for incorporation in the work according to Article 105.03. If the mixture has already been placed or the Engineer obtains a failing strength or hardened visual stability index test result, the material will be considered unacceptable.

- (e) Acceptance by the Engineer. Final acceptance will be based on the Standard Specifications and the following:
- (1) The Contractor's compliance with all contract documents for quality control.
 - (2) Validation of Contractor quality control test results by comparison with the Engineer's quality assurance test results using split samples. Any quality control or quality assurance test determined to be flawed may be declared invalid only when reviewed and approved by the Engineer. The Engineer will declare a test result invalid only if it is proven that improper sampling or testing occurred. The test result is to be recorded and the reason for declaring the test invalid will be provided by the Engineer.
 - (3) Comparison of the Engineer's quality assurance test results with specification limits using samples independently obtained by the Engineer.

The Engineer may suspend mixture production, reject materials, or take other appropriate action if the Contractor does not control the quality of concrete, cement aggregate mixture II, or controlled low-strength material for acceptance. The decision will be determined according to (1), (2), or (3).

(f) Documentation.

- (1) Records. The Contractor shall be responsible for documenting all observations, inspections, adjustments to the mix design, test results, retest results, and corrective actions in a bound hardback field book, bound hardback diary, or appropriate Department form, which shall become the property of the Department. The documentation shall include a method to compare the Engineer's test results with the Contractor's results. The Contractor shall be responsible for the maintenance of all permanent records whether obtained by the Contractor, the consultants, the subcontractors, or the producer of the mixture. The Contractor shall provide the Engineer full access to all documentation throughout the progress of the work.

The Department's form MI 504M, form BMPR MI654, and form BMPR MI655 shall be completed by the Contractor, and shall be submitted to the Engineer weekly or as required by the Engineer. A correctly completed form MI 504M, form BMPR MI654, and form BMPR MI655 are required to authorize payment by the Engineer, for applicable pay items.

- (2) Delivery Truck Ticket. The following information shall be recorded on each delivery ticket or in a bound hardback field book: initial revolution counter reading (final reading optional) at the jobsite, if the mixture is truck-mixed; time discharged at the

jobsite; total amount of each admixture added at the jobsite; and total amount of water added at the jobsite.

- (g) Basis of Payment and Schedules. Quality Control/Quality Assurance of portland cement concrete mixtures will not be paid for separately, but shall be considered as included in the cost of the various concrete contract items.

SCHEDULE A

CONTRACTOR PLANT SAMPLING AND TESTING			
Item	Test	Frequency	IL Modified AASHTO or Department Test Method 1/
Aggregates (Arriving at Plant)	Gradation 2/	As needed to check source for each gradation number	2, 11, 27, and 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Gradation 2/	2,500 cu yd (1,900 cu m) for each gradation number 3/	2, 11, 27, and 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Moisture 4/: Fine Aggregate	Once per week for moisture sensor, otherwise daily for each gradation number	Flask, Dunagan, Pycnometer Jar, or 255
	Moisture 4/: Coarse Aggregate	As needed to control production for each gradation number	Dunagan, Pycnometer Jar, or 255
Mixture 5/	Slump Air Content Unit Weight / Yield Slump Flow (SCC) Visual Stability Index (SCC) J-Ring (SCC) 6/ L-Box (SCC) 6/ Temperature	As needed to control production	T 141 and T 119 T 141 and T 152 or T 196 T 141 and T 121 SCC-1 and SCC-2 SCC-1 and SCC-2 SCC-1 and SCC-3 SCC-1 and SCC-4 T 141 and T 309
Mixture (CLSM) 7/	Flow Air Content Temperature	As needed to control Production	Illinois Test Procedure 307

- 1/ Refer to the Department's "Manual of Test Procedures for Materials".
- 2/ All gradation tests shall be washed. Testing shall be completed no later than 24 hours after the aggregate has been sampled.
- 3/ One per week (Sunday through Saturday) minimum unless the stockpile has not received additional aggregate material since the previous test.
- One per day minimum for a bridge deck pour unless the stockpile has not received additional aggregate material since the previous test. The sample shall be taken and testing completed prior to the pour. The bridge deck aggregate sample may be taken the day before the pour or as approved by the Engineer.
- 4/ If the moisture test and moisture sensor disagree by more than 0.5 percent, retest. If the difference remains, adjust the moisture sensor to an average of two or more moisture tests. The Department's "Water/Cement Ratio Worksheet" form shall be completed when applicable.
- 5/ The Contractor may also perform strength testing according to Illinois Modified

AASHTO T 141, T 23, and T 22 or T 177; or water content testing according to Illinois Modified AASHTO T 318.

The Contractor may also perform other available self-consolidating concrete (SCC) tests at the plant to control mixture production.

- 6/ The Contractor shall select the J-Ring or L-Box test for plant sampling and testing.
- 7/ The Contractor may also perform strength testing according to Illinois Test Procedure 307.

SCHEDULE B

CONTRACTOR JOBSITE SAMPLING & TESTING ^{1/}			
Curb, Gutter, Median, Barrier, Sidewalk, Slope Wall, Paved Ditch, Fabric Formed Concrete Revetment Mat ^{10/} , Miscellaneous Items, Incidental Items	Slump ^{3/ 4/}	1 per 100 cu yd (80 cu m) or minimum 1/day	T 141 and T 119
	Air Content ^{3/ 5/ 6/}	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 and T 152 or T 196
	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	1 per 400 cu yd (300 cu m) or minimum 1/day	T 141, T 22 and T 23 or T 141, T 177 and T 23
The Item will use a Self-Consolidating Concrete Mixture	Slump Flow ^{3/} VSI ^{3/} J-Ring ^{3/ 11/} L-Box ^{3/ 11/}	Perform at same frequency that is specified for the Item's slump	SCC-1 & SCC-2 SCC-1 & SCC-2 SCC-1 & SCC-3 SCC-1 & SCC-4
The Item will use a Self-Consolidating Concrete Mixture	HvSI ^{12/}	Minimum 1/day at start of production for that day	SCC-1 and SCC-6
The Item will use a Self-Consolidating Concrete Mixture	Dynamic Segregation Index (DSI)	Minimum 1/week at start of production for that week	SCC-1 and SCC-8 (Option C)
The Item will use a Self-Consolidating Concrete Mixture	Air Content ^{3/ 5/ 6/}	Perform at same frequency that is specified for the Item's air content	SCC-1 and T 152 or T 196
The Item will use a Self-Consolidating Concrete Mixture	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	Perform at same frequency that is specified for the Item's strength	SCC-1, T 22 and T 23 or SCC-1, T 177 and T 23
All	Temperature ^{3/}	As needed to control production	T 141 and T 309
Controlled Low-Strength Material (CLSM)	Flow, Air Content, Compressive Strength (28-day) ^{13/} , and Temperature	First truck load delivered and as needed to control production thereafter	Illinois Test Procedure 307

1/ Sampling and testing of small quantities of curb, gutter, median, barrier, sidewalk, slope wall, paved ditch, miscellaneous items, and incidental items may be waived by the Engineer if requested by the Contractor. However, quality control personnel are still required according to Article 1020.16(c)(1) The Contractor shall also provide recent evidence that similar material has been found to be satisfactory under normal sampling and testing procedures. The total quantity that may be waived for testing shall not exceed 100 cu yd (76 cu m) per contract.

If the Contractor's or Engineer's test result for any jobsite mixture test is not within the specification limits, all subsequent truck loads delivered shall be tested by the Contractor until the problem is corrected.

- 2/ If one mix design is being used for several construction items during a day's production, one testing frequency may be selected to include all items. The construction items shall have the same slump, air content, and water/cement ratio specifications. For self-consolidating concrete, the construction items shall have the same slump flow, visual stability index, J-Ring, L-Box, air content, and water/cement ratio specifications. The frequency selected shall equal or exceed the testing required for the construction item.

One sufficiently sized sample shall be taken to perform the required test(s). Random numbers shall be determined according to the Department's "Method for Obtaining Random Samples for Concrete". The Engineer will provide random sample locations.

- 3/ The temperature, slump, and air content tests shall be performed on the first truck load delivered, for each pour. For self-consolidating concrete, the temperature, slump flow, visual stability index, J-Ring or L-Box, and air content tests shall be performed on the first truck load delivered, for each pour. Unless a random sample is required for the first truck load, testing the first truck load does not satisfy random sampling requirements.
- 4/ The slump random sample testing frequency shall be a minimum 1/day for a construction item which is slipformed.
- 5/ If a pump or conveyor is used for placement, a correction factor shall be established to allow for a loss of air content during transport. The first three truck loads delivered shall be tested, before and after transport by the pump or conveyor, to establish the correction factor. Once the correction is determined, it shall be re-checked after an additional 50 cu yd (40 cu m) is pumped, or an additional 100 cu yd (80 cu m) is conveyed. This shall continue throughout the pour. If the re-check indicates the correction factor has changed, a minimum of two truckloads is required to re-establish the correction factor. The correction factor shall also be re-established when significant changes in temperature, distance, pump or conveyor arrangement, and other factors have occurred. If the correction factor is >3.0 percent, the Contractor shall take corrective action to reduce the loss of air content during transport by the pump or conveyor. The Contractor shall record all air content test results, correction factors and corrected air contents. The corrected air content shall be reported on form BMPR MI654.
- 6/ If the Contractor's or Engineer's air content test result is within the specification limits, and 0.2 percent or closer to either limit, the next truck load delivered shall be tested by the Contractor. For example, if the specified air content range is 5.0 to 8.0 percent and the test result is 5.0, 5.1, 5.2, 7.8, 7.9 or 8.0 percent, the next truck shall be tested by the Contractor.
- 7/ The test of record for strength shall be the day indicated in Article 1020.04. For cement aggregate mixture II, a strength requirement is not specified and testing is not required. Additional strength testing to determine early falsework and form removal, early pavement or bridge opening to traffic, or to monitor strengths is at the discretion of the Contractor. Strength shall be defined as the average of at least two cylinder or two beam breaks for field tests.

- 8/ In addition to the strength test, a slump test, air content test, and temperature test shall be performed on the same sample. For self-consolidating concrete, a slump flow test, visual stability index test, J-Ring or L-Box test, air content test, and temperature test shall be performed on the same sample as the strength test. For mixtures pumped or conveyed, the Contractor shall sample according to Illinois Modified AASHTO T 141.
- 9/ The air content test will be required for each delivered truck load.
- 10/ For fabric formed concrete revetment mat, the slump test is not required and the flexural strength test is not applicable.
- 11/ The Contractor shall select the J-Ring or L-Box test for jobsite sampling and testing.
- 12/ In addition to the hardened visual stability index (HVSI) test, a slump flow test, visual stability index (VSI) test, J-Ring or L-Box test, air content test, and temperature test shall be performed on the same sample. The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.
- 13/ The test of record for strength shall be the day indicated in Article 1019.04. In addition to the strength test, a flow test, air content test, and temperature test shall be performed on the same sample. The strength test may be waived by the Engineer if future removal of the material is not a concern.

SCHEDULE C

ENGINEER QUALITY ASSURANCE INDEPENDENT SAMPLE TESTING		
Location	Measured Property	Testing Frequency ^{1/}
Plant	Gradation of aggregates stored in stockpiles or bins, Slump and Air Content	As determined by the Engineer.
Jobsite	Slump, Air Content, Slump Flow, Visual Stability Index, J-Ring, L-Box, Hardened Visual Stability Index, Dynamic Segregation Index and Strength	As determined by the Engineer.
	Flow, Air Content, Strength (28-day), and Dynamic Cone Penetration for Controlled Low-Strength Material (CLSM)	As determined by the Engineer

ENGINEER QUALITY ASSURANCE SPLIT SAMPLE TESTING		
Location	Measured Property	Testing Frequency ^{1/}
Plant	Gradation of aggregates stored in stockpiles or bins ^{2/}	At the beginning of the project, the first test performed by the Contractor. Thereafter, a minimum of 10% of total tests required of the Contractor will be performed per aggregate gradation number and per plant.
	Slump and Air Content	As determined by the Engineer.
Jobsite	Slump ^{2/} , Air Content ^{2/3/} , Slump Flow ^{2/} , Visual Stability Index ^{2/} , J-Ring ^{2/} and L-box ^{2/}	At the beginning of the project, the first three tests performed by the Contractor. Thereafter, a minimum of 20% of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design.
	Hardened Visual Stability Index ^{2/}	As determined by the Engineer.
	Dynamic Segregation Index ^{2/}	As determined by the Engineer.
	Strength ^{2/}	At the beginning of the project, the first test performed by the Contractor. Thereafter, a minimum of 20% of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design.
	Flow, Air Content, and Strength (28-day) for Controlled Low-Strength Material (CLSM)	As determined by the Engineer.

- 1/ The Engineer will perform the testing throughout the period of quality control testing by the Contractor.
- 2/ The Engineer will witness and take immediate possession of or otherwise secure the Department's split sample obtained by the Contractor.
- 3/ Before transport by pump or conveyor, a minimum of 20 percent of total tests required of the Contractor will be performed per mix design and per plant. After transport by pump or conveyor, a minimum of 20 percent of total tests required of the Contractor will be performed per mix design and per plant.

SCHEDULE D

CONCRETE QUALITY CONTROL AND QUALITY ASSURANCE DOCUMENTS

- (a) Model Quality Control Plan for Concrete Production (*)
- (b) Qualifications and Duties of Concrete Quality Control Personnel (*)
- (c) Development of Gradation Bands on Incoming Aggregate at Mix Plants (*)
- (d) Required Sampling and Testing Equipment for Concrete (*)
- (e) Method for Obtaining Random Samples for Concrete (*)
- (f) Calibration of Concrete Testing Equipment (BMPR PCCQ01 through BMPR PCCQ09)
(*)
- (g) Water/Cement Ratio Worksheet (BMPR PCCW01) (*)
- (h) Field/Lab Gradations (MI 504M) (*)
- (i) Concrete Air, Slump and Quantity (BMPR MI654) (*)
- (j) P.C. Concrete Strengths (BMPR MI655) (*)
- (k) Aggregate Technician Course or Mixture Aggregate Technician Course (*)
- (l) Portland Cement Concrete Tester Course (*)
- (m) Portland Cement Concrete Level I Technician Course - Manual of Instructions for
Concrete Testing (*)
- (n) Portland Cement Concrete Level II Technician Course - Manual of Instructions for
Concrete Proportioning (*)
- (o) Portland Cement Concrete Level III Technician Course - Manual of Instructions for
Design of Concrete Mixtures (*)
- (p) Manual of Test Procedures for Materials

* Refer to Appendix C of the Manual of Test Procedures for Materials for more information."

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012

Revise: April 1, 2014

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
 - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
 - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

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

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

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

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP shall pass the sieve size specified below for the mix into which the FRAP will be incorporated.

Mixture FRAP will be used in:	Sieve Size that 100% of FRAP Shall Pass
IL-25.0	2 in. (50 mm)
IL-19.0	1 1/2 in. (40 mm)
IL-12.5	1 in. (25 mm)
IL-9.5	3/4 in. (20 mm)
IL-4.75	1/2 in. (13 mm)

- (2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, HMA (High or Low ESAL), or "All Other" (as defined by Article 1030.04(a)(3)) mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise specified by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

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

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

- (a) RAP/FRAP Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.

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

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

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

- (b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to Illinois Department of Transportation Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Source".

Samples shall be collected during stockpiling at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 250 tons (225 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS or RAS blended with manufactured sand shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

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

If the sampling and testing was performed at the shingle processing facility in accordance with the QC Plan, the Contractor shall obtain and make available all of the test results from start of the initial stockpile.

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

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

Parameter	FRAP/Homogeneous /Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		$\pm 5 \%$
1/2 in. (12.5 mm)	$\pm 8 \%$	$\pm 15 \%$
No. 4 (4.75 mm)	$\pm 6 \%$	$\pm 13 \%$
No. 8 (2.36 mm)	$\pm 5 \%$	
No. 16 (1.18 mm)		$\pm 15 \%$
No. 30 (600 μm)	$\pm 5 \%$	
No. 200 (75 μm)	$\pm 2.0 \%$	$\pm 4.0 \%$
Asphalt Binder	$\pm 0.4 \%$ ^{1/}	$\pm 0.5 \%$
G_{mm}	± 0.03	

1/ The tolerance for FRAP shall be $\pm 0.3 \%$.

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, the RAP/FRAP shall not be used in HMA unless the

RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

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

- (b) Evaluation of RAS and RAS Blended with Manufactured Sand Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (600 µm)	± 4 %
No. 200 (75 µm)	± 2.0 %
Asphalt Binder Content	± 1.5 %

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, or if the percent unacceptable material exceeds 0.5 percent by weight of material retained on the # 4 (4.75 mm) sieve, the RAS or RAS blend shall not be used in Department projects. All test data and acceptance ranges shall be sent to the District for evaluation.

1031.05 Quality Designation of Aggregate in RAP/FRAP.

- (a) RAP. The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
- (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
- (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
- (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

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

(a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.

- (1) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) Surface and Binder Mixture applications.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. RAP/FRAP from Conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus #4 (4.75 mm) homogeneous RAP and FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, conglomerate, or conglomerate DQ.
- (6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given N Design.

(b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.

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

(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the Max RAP/RAS ABR table listed below for the given Ndesign.

RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures ^{1/, 2/}	RAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10
105	10	10	10

1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

(2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the FRAP/RAS table listed below for the given N design.

FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures ^{1/, 2/}	FRAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified ^{3/, 4/}
30	50	40	10

50	40	35	10
70	40	30	10
90	40	30	10
105	40	30	10

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N30, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).
- 3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.
- 4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 percent.

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

- (a) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS mix designs shall be submitted for verification. If additional RAP/FRAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP/FRAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP stockpiles may be used in the original mix design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.500 shall be used for mix design purposes.

1031.08 HMA Production. HMA production utilizing RAP/FRAP and/or RAS shall be as follows.

- (a) RAP/FRAP. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

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

If the RAP/FRAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design.

(b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.

(c) RAP/FRAP and/or RAS. HMA plants utilizing RAP/FRAP and/or RAS shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- g. Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)

(2) Batch Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.

- c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- d. Mineral filler weight to the nearest pound (kilogram).
- e. RAP/FRAP/RAS weight to the nearest pound (kilogram).
- f. Virgin asphalt binder weight to the nearest pound (kilogram).
- g. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.

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

1031.09 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders Type B shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used to construct aggregate surface course and aggregate shoulders shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

80306

REINFORCEMENT BARS (BDE)

Effective: November 1, 2013

Revise the first and second paragraphs of Article 508.05 of the Standard Specifications to read:

“508.05 Placing and Securing. All reinforcement bars shall be placed and tied securely at the locations and in the configuration shown on the plans prior to the placement of concrete. Manual welding of reinforcement may only be permitted on precast concrete products as indicated in the current Bureau of Materials and Physical Research Policy Memorandum “Quality Control / Quality Assurance Program for Precast Concrete Products”, and for precast prestressed concrete products as indicated in the Department’s current “Manual for Fabrication of Precast Prestressed Concrete Products”. Reinforcement bars shall not be placed by sticking or floating into place or immediately after placement of the concrete.

Bars shall be tied at all intersections, except where the center to center dimension is less than 1 ft (300 mm) in each direction, in which case alternate intersections shall be tied. Molded plastic clips may be used in lieu of wire to secure bar intersections, but shall not be permitted in horizontal bar mats subject to construction foot traffic or to secure longitudinal bar laps. Plastic clips shall adequately secure the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. Plastic clips may be recycled plastic, and shall meet the approval of the Engineer. The number of ties as specified shall be doubled for lap splices at the stage construction line of concrete bridge decks when traffic is allowed on the first completed stage during the pouring of the second stage.”

Revise the fifth paragraph of Article 508.05 of the Standard Specifications to read:

“Supports for reinforcement in bridge decks shall be metal. For all other concrete construction the supports shall be metal or plastic. Metal bar supports shall be made of cold-drawn wire, or other approved material and shall be either epoxy coated, galvanized or plastic tipped. When the reinforcement bars are epoxy coated, the metal supports shall be epoxy coated. Plastic supports may be recycled plastic. Supports shall be provided in sufficient number and spaced to provide the required clearances. Supports shall adequately support the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. The legs of supports shall be spaced to allow an opening that is a minimum 1.33 times the nominal maximum aggregate size used in the concrete. Nominal maximum aggregate size is defined as the largest sieve which retains any of the aggregate sample particles. All supports shall meet the approval of the Engineer.”

Revise the first sentence of the eighth paragraph of Article 508.05 of the Standard Specifications to read:

“Epoxy coated reinforcement bars shall be tied with plastic coated wire, epoxy coated wire, or molded plastic clips where allowed.”

Add the following sentence to the end of the first paragraph of Article 508.06(c) of the Standard Specifications:

"In addition, the total slip of the bars within the splice sleeve of the connector after loading in tension to 30 ksi (207 MPa) and relaxing to 3 ksi (20.7 MPa) shall not exceed 0.01 in. (254 microns)."

Revise Article 1042.03(d) of the Standard Specifications to read:

"(d) Reinforcement and Accessories: The concrete cover over all reinforcement shall be within $\pm 1/4$ in. (± 6 mm) of the specified cover.

Welded wire fabric shall be accurately bent and tied in place.

Miscellaneous accessories to be cast into the concrete or for forming holes and recesses shall be carefully located and rigidly held in place by bolts, clamps, or other effective means. If paper tubes are used for vertical dowel holes, or other vertical holes which require grouting, they shall be removed before transportation to the construction site."

80327

REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)

Effective: November 2, 2012

Revise the first four paragraphs of Article 202.03 of the Standard Specifications to read:

“ 202.03 Removal and Disposal of Surplus, Unstable, Unsuitable, and Organic Materials. Suitable excavated materials shall not be wasted without permission of the Engineer. The Contractor shall dispose of all surplus, unstable, unsuitable, and organic materials, in such a manner that public or private property will not be damaged or endangered.

Suitable earth, stones and boulders naturally occurring within the right-of-way may be placed in fills or embankments in lifts and compacted according to Section 205. Broken concrete without protruding metal bars, bricks, rock, stone, reclaimed asphalt pavement with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities may be used in embankment or in fill. If used in fills or embankments, these materials shall be placed and compacted to the satisfaction of the Engineer; shall be buried under a minimum of 2 ft (600 mm) of earth cover (except when the materials include only uncontaminated dirt); and shall not create an unsightly appearance or detract from the natural topographic features of an area. Broken concrete without protruding metal bars, bricks, rock, or stone may be used as riprap as approved by the Engineer. If the materials are used for fill in locations within the right-of-way but outside project construction limits, the Contractor must specify to the Engineer, in writing, how the landscape restoration of the fill areas will be accomplished. Placement of fill in such areas shall not commence until the Contractor's landscape restoration plan is approved by the Engineer.

Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal laws and regulations. When the Contractor chooses to dispose of uncontaminated soil at a clean construction and demolition debris (CCDD) facility or at an uncontaminated soil fill operation, it shall be the Contractor's responsibility to have the pH of the material tested to ensure the value is between 6.25 and 9.0, inclusive. A copy of the pH test results shall be provided to the Engineer.

A permit shall be obtained from IEPA and made available to the Engineer prior to open burning of organic materials (i.e., plant refuse resulting from pruning or removal of trees or shrubs) or other construction or demolition debris. Organic materials originating within the right-of-way limits may be chipped or shredded and placed as mulch around landscape plantings within the right-of-way when approved by the Engineer. Chipped or shredded material to be placed as mulch shall not exceed a depth of 6 in. (150 mm).”

80319

TRACKING THE USE OF PESTICIDES (BDE)

Effective: August 1, 2012

Add the following paragraph after the first paragraph of Article 107.23 of the Standard Specifications:

“ Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algaecides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form “OPER 2720”.”

80301

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

The Contractor shall provide a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used on the jobsite; or used for the delivery and/or removal of equipment/material to and from the jobsite. The jobsite shall also include offsite locations, such as plant sites or storage sites, when those locations are used solely for this contract.

The report shall be submitted on the form provided by the Department within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur. The report shall be submitted to the Engineer and a copy shall be provided to the district EEO Officer.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

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

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

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

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.