

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

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RETURN WITH BID

| |
|-----------------------|
| Proposal Submitted By |
| Name |
| Address |
| City |

Letting April 28, 2006

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

NOTICE TO PROSPECTIVE BIDDERS

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

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



Illinois Department
of Transportation

Springfield, Illinois 62764

Contract No. 83836
COOK County
Section 02-00073-00-SW (Hoffman Estates)
Route FAP 339 (Algonquin Road)
Project CMF-339(23)
District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

INSTRUCTIONS

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

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

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

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

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

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| Mailing of CD-ROMS | 217/782-7806 |

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PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 83836
COOK County
Section 02-00073-00-SW (Hoffman Estates)
Project CMF-339(23)
Route FAP 339 (Algonquin Road)
District 1 Construction Funds**

Improvement consists of the construction of sidewalks, curb and gutter removal and replacement, installation of a new pedestrian crosswalk with signals and all other work necessary to complete this improvement on IL Route 62 (Algonquin Road) from 500' east of Winston Drive east of Ela Road, then going north for 500' on Ela Road all located in the village of Hoffman Estates.

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

RETURN WITH BID

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

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

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

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

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

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

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

Attach Cashier's Check or Certified Check Here

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

The proposal guaranty check will be found in the proposal for:

Item _____

Section No. _____

County _____

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

BD 354 (Rev. 11/2001)

RETURN WITH BID

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

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

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

Schedule of Combination Bids

| Combination No. | Sections Included in Combination | Combination Bid | |
|-----------------|----------------------------------|-----------------|-------|
| | | Dollars | Cents |
| | | | |
| | | | |
| | | | |
| | | | |

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

STATE JOB # - C-91-152-06
 PPS NBR - 1-11002-0000

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 83836

ECMS002 DTGECM03 ECMR003 PAGE 1
 RUN DATE - 03/21/06
 RUN TIME - 183251

| COUNTY NAME | CODE | DIST | SECTION NUMBER | PROJECT NUMBER | ROUTE | | |
|-------------|-----------------------|-----------------|--------------------------------|--------------------|---------|---------------------|-----|
| COOK | 031 | 01 | 02-00073-00-SW HOFFMAN ESTATES | CMF-0339/023/000 | FAP 339 | | |
| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE DOLLARS | CENTS | TOTAL PRICE DOLLARS | CTS |
| XX005314 | BIT DR REM | SQ YD | 20.000 X | = | | | |
| X2010505 | CLEARING SPECIAL | L SUM | 1.000 X | = | | | |
| X8810610 | PED SH LED 1F BM | EACH | 6.000 X | = | | | |
| Z0051500 | REM & RESET ST SIGNS | EACH | 4.000 X | = | | | |
| Z0077900 | WD POST & RAIL FENCE | FOOT | 80.000 X | = | | | |
| 20100110 | TREE REMOV 6-15 | UNIT | 12.000 X | = | | | |
| 20200100 | EARTH EXCAVATION | CU YD | 215.000 X | = | | | |
| 21101625 | TOPSOIL F & P 6 | SQ YD | 2,140.000 X | = | | | |
| 25000400 | NITROGEN FERT NUTR | POUND | 40.000 X | = | | | |
| 25000500 | PHOSPHORUS FERT NUTR | POUND | 40.000 X | = | | | |
| 25000600 | POTASSIUM FERT NUTR | POUND | 40.000 X | = | | | |
| 25200110 | SODDING SALT TOLERANT | SQ YD | 2,140.000 X | = | | | |
| 25200200 | SUPPLE WATERING | UNIT | 3.000 X | = | | | |
| 35101600 | AGG BASE CSE B 4 | SQ YD | 1,150.000 X | = | | | |
| 42400200 | PC CONC SIDEWALK 5 | SQ FT | 9,750.000 X | = | | | |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | CTS |
|-------------|-----------------------|-----------------|----------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | | |
| 42400800 | DETECTABLE WARNINGS | SQ FT | 20.000 | = | | | |
| 44000500 | COMB CURB GUTTER REM | FOOT | 50.000 | = | | | |
| 44213200 | SAW CUTS | FOOT | 65.000 | = | | | |
| 60260100 | INLETS ADJUST | EACH | 8.000 | = | | | |
| 60605100 | COMB CC&G TB6.24 AEP | FOOT | 350.000 | = | | | |
| 67100100 | MOBILIZATION | L SUM | 1.000 | = | | | |
| 70102625 | TR CONT & PROT 701606 | L SUM | 1.000 | = | | | |
| 70102635 | TR CONT & PROT 701701 | L SUM | 1.000 | = | | | |
| 78000600 | THPL PVT MK LINE 12 | FOOT | 165.000 | = | | | |
| 81000700 | CON T 2 1/2 GALVS | FOOT | 25.000 | = | | | |
| 85000200 | MAIN EX TR SIG INSTAL | EACH | 1.000 | = | | | |
| 87301215 | ELCBL C SIGNAL 14 2C | FOOT | 405.000 | = | | | |
| 87301225 | ELCBL C SIGNAL 14 3C | FOOT | 405.000 | = | | | |
| 87502480 | TS POST GALVS 14 | EACH | 2.000 | = | | | |
| 87800100 | CONC FDN TY A | FOOT | 8.000 | = | | | |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|----------------------|-----------------|----------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 87900200 | DRILL EX HANDHOLE | EACH | 2.000 | | | | |
| 88800100 | PED PUSH-BUTTON | EACH | 2.000 | | | | |
| 89502200 | MOD EX CONTR | EACH | 1.000 | | | | |
| | | | | TOTAL \$ | | | |

NOTE:

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

RETURN WITH BID

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

I. GENERAL

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

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

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

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

RETURN WITH BID

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

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I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

C. Educational Loan

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

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

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

D. Bid-Rigging/Bid Rotating

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

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

RETURN WITH BID

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

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

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

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

E. International Anti-Boycott

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

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

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

F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. ADDENDA

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

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

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES ___ NO ___
3. Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ___ NO ___
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES ___ NO ___
(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed 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 signature box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:

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

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

D. Bidders Submitting More Than One Bid

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

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

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$90,420.00 (60% of the Governor's salary as of 7/1/01). (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

FOR INDIVIDUAL (type or print information)

NAME:

ADDRESS

Type of ownership/distributable income share:

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

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

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

Yes ___ No ___

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary.

RETURN WITH BID/OFFER

- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___

- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

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

- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 \$90,420.00, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___

- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor?

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes ___ No ___

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

Yes ___ No ___

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

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

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

APPLICABLE STATEMENT

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

Completed by: _____
Name of Authorized Representative (type or print)

Completed by: _____
Title of Authorized Representative (type or print)

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

NOT APPLICABLE STATEMENT

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

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

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date _____

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**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

| | |
|--|-------|
| _____ | |
| Name of Authorized Representative (type or print) | |
| _____ | |
| Title of Authorized Representative (type or print) | |
| _____ | _____ |
| Signature of Authorized Representative | Date |

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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. 83836
COOK County
Section 02-0073-00-SW (Hoffman Estates)
Project CMF-339(23)
Route FAP 339 (Algonquin Road)
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

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

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

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

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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. 83836
COOK County
Section 02-00073-00-SW (Hoffman Estates)
Project CMF-339(23)
Route FAP 339 (Algonquin Road)
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

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

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

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

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

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

Attest _____
Signature _____
Business Address _____

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

RETURN WITH BID



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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this day of A.D.,

PRINCIPAL SURETY
(Company Name)
By: (Signature & Title) By: (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

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

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

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

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

My commission expires Notary Public

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

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

PROPOSAL ENVELOPE



PROPOSALS

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

| Item No. | Item No. | Item No. |
|----------|----------|----------|
| | | |
| | | |
| | | |
| | | |

Submitted By:

| |
|-----------|
| Name: |
| Address: |
| |
| |
| Phone No. |

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 83836
COOK County
Section 02-00073-00-SW (Hoffman Estates)
Project CMF-339(23)
Route FAP 339 (Algonquin Road)
District 1 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., April 28, 2006. 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. 83836
COOK County
Section 02-00073-00-SW (Hoffman Estates)
Project CMF-339(23)
Route FAP 339 (Algonquin Road)
District 1 Construction Funds**

Improvement consists of the construction of sidewalks, curb and gutter removal and replacement, installation of a new pedestrian crosswalk with signals and all other work necessary to complete this improvement on IL Route 62 (Algonquin Road) from 500' east of Winston Drive east of Ela Road, then going north for 500' on Ela Road all located in the village of Hoffman Estates.

- 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

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

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FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS
Adopted March 1, 2005

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-02) (Revised 3-1-05)

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| 107-2 | "Railroad Protective Liability Insurance for Local Lettings" (Eff. 3-1-05). Developed by the Bureau of Local Roads & Streets to require insurance policies to be submitted to the letting agency rather than the department. | |
| 107-3 | "Wages of Employees on Public Works" (Eff 8-10-95)..... | |
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| 109 | "Contract Claims" (Eff. 1-1-02) (Rev. 5-1-02). Developed by the Bureau of Local Roads..... and Streets to assist local agencies in handling contract claims. | |
| 212 | "Shaping Roadway" (Eff. 8-1-69) (Rev. 1-1-02)..... | |
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| 355-3 | "Bituminous Aggregate Mixture Base Course" (6-27-66)(Rev. 1-1-02). Developed by the..... Bureau of Materials and Physical Research and the Bureau of Local Roads and Streets to construct a stabilized base course with paving grade asphalt. | |
| 400 | "Penetrating Emulsified Prime" (Eff. 4-1-84)(Rev. 1-1-02)..... | |
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| 420 | "PCC Pavement (Special)" (Eff. 5-12-64)(Rev. 1-1-02). Developed by the Bureau of Local Roads & Streets to allow local agencies to construct quality PCC pavements for low volume roads. | |
| 430 | "Paving Brick and Concrete Paver Pavements and Sidewalks" (Eff 1-1-04) Developed by the Bureau of Local Roads & Streets and the Bureau of Materials & Physical Research to provide statewide requirements for paving brick and concrete paver pavements and sidewalks. | |
| 442 | "Bituminous Patching Mixtures for Maintenance Use" (Eff 1-1-04). Developed by the Bureau of Local Roads & Streets to reference approved bituminous patching mixtures. | |
| 451 | "Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10-1-91)(Rev. 1-1-02)..... | |
| 503-1 | "Furnishing Class SI Concrete" (Eff. 10-1-73)(Rev. 1-1-02)..... | |
| 503-2 | "Furnishing Class SI Concrete (Short Load)" (Eff. 1-1-89) (Rev. 1-1-02). Developed by the Bureau of Local Roads and Streets to allow a load charge to be added when short loads are expected during the contract. | |
| 542 | "Pipe Culverts, Type (Furnished)" (Eff. 9 -1-64) (Rev. 1-1-02)..... | |
| 663 | "Calcium Chloride Applied" (Eff. 6-1-58) (Rev. 1-1-02)..... | |
| 671 | Rescinded | |
| 701 | "Flagger Certification" (Eff. 1-1-93) (Rev. 1-1-02)..... | |
| 702 | "Construction and Maintenance Signs" (Eff 1-1-04) Developed by the Bureau of Local Roads & Streets to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs. | |
| 1004 | "Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1-1-02). Developed by the Bureau of Materials & Physical Research, the Bureau of Local Roads & Streets, and Local Agencies to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt. | |
| 1013 | "Rock Salt (Sodium Chloride)" (Eff. 8-1-69) (Rev. 1-1-02)..... | |

BDE SPECIAL PROVISIONS
For The April 28, and June 16, 2006 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> |
|------------------|-----------|---|--|------------------|----------------|
| | <u>#</u> | | | | |
| 80099 | | | Accessible Pedestrian Signals (APS) | April 1, 2003 | |
| 80156 | 40 | X | Aggregate Shipping Tickets | Jan. 1, 2006 | |
| 80108 | | | Asbestos Bearing Pad Removal | Nov. 1, 2003 | |
| 72541 | | | Asbestos Waterproofing Membrane and Asbestos Bituminous Concrete Surface Removal | June 1, 1989 | June 30,1994 |
| 80128 | | | Authority of Railroad Engineer | July 1, 2004 | |
| 80065 | | | Bituminous Base Course/Widening Superpave | April 1, 2002 | Aug. 1, 2005 |
| 80050 | | | Bituminous Concrete Surface Course | April 1, 2001 | April 1, 2003 |
| 80142 | | | Bituminous Equipment, Spreading and Finishing Machine | Jan. 1, 2005 | |
| 80066 | | | Bridge Deck Construction | April 1, 2002 | April 1, 2004 |
| 50261 | | | Building Removal-Case I (Non-Friable and Friable Asbestos) | Sept. 1, 1990 | Aug. 1, 2001 |
| 50481 | | | Building Removal-Case II (Non-Friable Asbestos) | Sept. 1, 1990 | Aug. 1, 2001 |
| 50491 | | | Building Removal-Case III (Friable Asbestos) | Sept. 1, 1990 | Aug. 1, 2001 |
| 50531 | | | Building Removal-Case IV (No Asbestos) | Sept. 1, 1990 | Aug. 1, 2001 |
| 80118 | | | Butt Joints | April 1, 2004 | April 1, 2005 |
| 80031 | | | Calcium Chloride Accelerator for Portland Cement Concrete Patching | Jan. 1, 2001 | |
| 80077 | | | Chair Supports | Nov. 1, 2002 | Nov. 2, 2002 |
| 80051 | | | Coarse Aggregate for Trench Backfill, Backfill and Bedding | April 1, 2001 | Nov. 1, 2003 |
| 80094 | | | Concrete Admixtures | Jan. 1, 2003 | July 1, 2004 |
| 80112 | | | Concrete Barrier | Jan. 1, 2004 | April 2, 2004 |
| 80102 | | | Corrugated Metal Pipe Culverts | Aug. 1, 2003 | July 1, 2004 |
| 80114 | 41 | X | Curing and Protection of Concrete Construction | Jan. 1, 2004 | Nov. 1, 2005 |
| 80146 | 49 | X | Detectable Warnings | Aug. 1, 2005 | |
| 80029 | 51 | X | Disadvantaged Business Enterprise Participation | Sept. 1, 2000 | June 22, 2005 |
| 80144 | | | Elastomeric Bearings | April 1, 2005 | |
| 31578 | | | Epoxy Coating on Reinforcement | April 1, 1997 | Jan. 1, 2003 |
| 80041 | | | Epoxy Pavement Marking | Jan. 1, 2001 | Aug. 1, 2003 |
| 80055 | | | Erosion and Sediment Control Deficiency Deduction | Aug. 1, 2001 | Nov. 1, 2001 |
| 80103 | 59 | X | Expansion Joints | Aug. 1, 2003 | |
| 80101 | 60 | X | Flagger Vests | April 1, 2003 | Jan. 1, 2006 |
| 80079 | 61 | X | Freeze-Thaw Rating | Nov. 1, 2002 | |
| 80072 | | | Furnished Excavation | Aug. 1, 2002 | Nov. 1, 2004 |
| 80054 | 62 | X | Hand Vibrator | Nov. 1, 2003 | |
| 80147 | | | Illuminated Sign | Aug. 1, 2005 | |
| 80109 | | | Impact Attenuators | Nov. 1, 2003 | |
| 80110 | | | Impact Attenuators, Temporary | Nov. 1, 2003 | April 1, 2004 |
| 80104 | | | Inlet Filters | Aug. 1, 2003 | |
| 80080 | | | Insertion Lining of Pipe Culverts | Nov. 1, 2002 | Aug. 1, 2003 |
| * 80150 | | | Light Emitting Diode (LED) Pedestrian Signal Head | Nov. 1, 2005 | April 1, 2006 |
| 80067 | | | Light Emitting Diode (LED) Signal Head | April 1, 2002 | Nov. 1, 2005 |
| 80081 | | | Lime Gradation Requirements | Nov. 1, 2002 | |
| * 80133 | | | Lime Stabilized Soil Mixture | Nov. 1, 2004 | April 1, 2006 |
| * 80158 | | | Manholes | April 1, 2006 | |
| 80045 | | | Material Transfer Device | June 15, 1999 | March 1, 2001 |
| 80137 | | | Minimum Lane Width with Lane Closure | Jan. 1, 2005 | |
| 80138 | | | Mulching Seeded Areas | Jan. 1, 2005 | |
| 80082 | | | Multilane Pavement Patching | Nov. 1, 2002 | |
| 80129 | | | Notched Wedge Longitudinal Joint | July 1, 2004 | |
| 80069 | | | Organic Zinc-Rich Paint System | Nov. 1, 2001 | Aug. 1, 2003 |

| <u>File Name</u> | <u>PG</u> | | <u>Special Provision Title</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|-----------|---|--|------------------|----------------|
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| 80013 | | | Pavement and Shoulder Resurfacing | Feb. 1, 2000 | July 1, 2004 |
| 53600 | | | Pavement Thickness Determination for Payment | April 1, 1999 | Jan. 1, 2004 |
| * 80022 | 64 | X | Payments to Subcontractors | June 1, 2000 | Jan. 1, 2006 |
| 80155 | 66 | X | Payrolls and Payroll Records | Aug. 10, 2005 | |
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| 80148 | | | Planting Woody Plants | Jan. 1, 2006 | |
| 80134 | | | Plastic Blockouts for Guardrail | Nov. 1, 2004 | |
| 80073 | | | Polymer Modified Emulsified Asphalt | Nov. 1, 2002 | |
| 80119 | | | Polyurea Pavement Marking | April 1, 2004 | |
| 80124 | | | Portable Changeable Message Signs | Nov. 1, 1993 | April 2, 2004 |
| 80139 | 69 | X | Portland Cement | Jan. 1, 2005 | Nov. 1, 2005 |
| 80083 | 70 | X | Portland Cement Concrete | Nov. 1, 2002 | |
| 80036 | | | Portland Cement Concrete Patching | Jan. 1, 2001 | Jan. 1, 2004 |
| 419 | | | Precast Concrete Products | July 1, 1999 | Nov. 1, 2004 |
| 80120 | | | Precast, Prestressed Concrete Members | April 1, 2004 | |
| 80084 | 71 | X | Preformed Recycled Rubber Joint Filler | Nov. 1, 2002 | |
| 80015 | | | Public Convenience and Safety | Jan. 1, 2000 | |
| 80121 | | | PVC Pipeliner | April 1, 2004 | April 1, 2005 |
| * 80159 | | | Railroad Flaggers | April 1, 2006 | |
| 80122 | | | Railroad, Full-Actuated Controller and Cabinet | April 1, 2004 | |
| 34261 | | | Railroad Protective Liability Insurance | Dec. 1, 1986 | Jan. 1, 2006 |
| 80157 | | | Railroad Protective Liability Insurance (5 and 10) | Jan. 1, 2006 | |
| 80105 | | | Raised Reflective Pavement Markers (Bridge) | Aug. 1, 2003 | |
| 80011 | | | RAP for Use in Bituminous Concrete Mixtures | Jan. 1, 2000 | April 1, 2002 |
| * 80160 | | | Reflective Crack Control Treatment | April 1, 2006 | |
| 80151 | 72 | X | Reinforcement Bars | Nov. 1, 2005 | Nov. 2, 2005 |
| 80032 | | | Remove and Re-Erect Steel Plate Beam Guardrail and Traffic Barrier Terminals | Jan. 1, 2001 | Jan. 1, 2005 |
| 80085 | | | Sealing Abandoned Water Wells | Nov. 1, 2002 | |
| 80131 | 74 | X | Seeding and Sodding | July 1, 2004 | Aug. 1, 2005 |
| 80152 | 77 | X | Self-Consolidating Concrete for Cast-In-Place Construction | Nov. 1, 2005 | |
| 80132 | | | Self-Consolidating Concrete for Precast Products | July 1, 2004 | Nov. 1, 2005 |
| 80096 | | | Shoulder Rumble Strips | Jan. 1, 2003 | |
| 80140 | | | Shoulder Stabilization at Guardrail | Jan. 1, 2005 | |
| * 80135 | | | Soil Modification | Nov. 1, 2004 | April 1, 2006 |
| 80070 | | | Stabilized Subbase and Bituminous Shoulders Superpave | April 1, 2002 | Aug. 1, 2005 |
| 80127 | | | Steel Cost Adjustment | April 2, 2004 | July 1, 2004 |
| 80153 | | | Steel Plate Beam Guardrail | Nov. 1, 2005 | |
| 80143 | 83 | X | Subcontractor Mobilization Payments | April 2, 2005 | |
| 80086 | | | Subgrade Preparation | Nov. 1, 2002 | |
| 80136 | | | Superpave Bituminous Concrete Mixture IL-4.75 | Nov. 1, 2004 | |
| 80010 | | | Superpave Bituminous Concrete Mixtures | Jan. 1, 2000 | April 1, 2004 |
| 80039 | | | Superpave Bituminous Concrete Mixtures (Low ESAL) | Jan. 1, 2001 | April 1, 2004 |
| 80075 | | | Surface Testing of Pavements | April 1, 2002 | Nov. 1, 2005 |
| 80145 | | | Suspension of Slipformed Parapets | June 11, 2004 | |
| 80092 | | | Temporary Concrete Barrier | Oct. 1, 2002 | Nov. 1, 2003 |
| 80087 | | | Temporary Erosion Control | Nov. 1, 2002 | |
| 80008 | | | Temporary Module Glare Screen System | Jan. 1, 2000 | |
| 80106 | | | Temporary Portable Bridge Traffic Signals | Aug. 1, 2003 | |
| 80098 | | | Traffic Barrier Terminals | Jan. 1, 2003 | |
| 57291 | 84 | X | Traffic Control Deficiency Deduction | April 1, 1992 | Jan. 1, 2005 |
| * 80161 | | | Traffic Signal Grounding | April 1, 2006 | |
| 20338 | | | Training Special Provisions | Oct. 15, 1975 | |
| 80107 | | | Transient Voltage Surge Suppression | Aug. 1, 2003 | |

| <u>File Name</u> | <u>PG</u> <u>#</u> | <u>Special Provision Title</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|-----------------------|---------------------------------------|------------------|----------------|
| 80123 | | Truck Bed Release Agent | April 1, 2004 | |
| 80154 | | Turf Reinforcement Mat | Nov. 1, 2005 | |
| * 80162 | | Uninterruptable Power Supply (UPS) | April 1, 2006 | |
| 80149 | | Variable Spaced Tining | Aug. 1, 2005 | |
| * 80163 | | Water Blaster with Vacuum Recovery | April 1, 2006 | |
| 80048 | 85 | X Weight Control Deficiency Deduction | April 1, 2001 | Aug. 1, 2002 |
| 80090 | | Work Zone Public Information Signs | Sept. 1, 2002 | Jan. 1, 2005 |
| 80125 | | Work Zone Speed Limit Signs | April 2, 2004 | Jan. 1, 2006 |
| 80126 | | Work Zone Traffic Control | April 2, 2004 | Nov. 1, 2005 |
| 80097 | 87 | X Work Zone Traffic Control Devices | Jan. 1, 2003 | Nov. 1, 2004 |
| 80071 | 89 | X Working Days | Jan. 1, 2002 | |

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

80141 Additional Award Criteria This special provision is no longer required.

80113 Curb Ramps for Sidewalk Warnings. This special provision has been replaced by the BDE Special Provision, "Detectable Warnings".

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

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

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2002, (hereinafter referred to as the "Standard Specifications"), the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids and the "Supplemental Specifications and Recurring Special Provisions", indicated on the Check Sheet included herein which apply to and govern the construction of sidewalk on FAP 339, Section 02-00073-00-SW, in Hoffman Estates, Cook County, and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The improvement is located along the northern right-of-way of Algonquin Road which starts approximately 550 feet east of Winston Drive and commences east to Ela Road, then turns northbound for approximately 500 feet on Ela Road, all located in Hoffman Estates for a total distance of 1,880 feet (0.356 mile).

PROJECT DESCRIPTION

The improvements included in this Contract consist of furnishing all of the materials, labor and equipment required for the construction of sidewalks in Hoffman Estates and includes sidewalk placement on a stone base, curb and gutter removal and replacement, earth excavation, removal and disposal of excess material offsite and restoration, installation of a new pedestrian crosswalk with signal heads and push button activator, placement of thermoplastic pavement marking line for a new crosswalk, together with all other incidental work necessary to complete this improvement according to the Plans, Standard Specifications and Special Provisions.

PERMITTED HOURS OF WORK

The Hoffman Estates Municipal Code restricts all construction activity to the 12-hour period from 7:00 a.m. to 7:00 p.m. on weekdays and from 8:00 a.m. to 6 p.m. on Saturday and Sunday. No construction work is permitted on holidays.

ACCIDENT REPORTING

All accidents occurring on the job which damage public or private property, or result in injuries to worker or other persons, shall be promptly reported to the Engineering Division, phone (847) 781-2655, and/or Public Works Office, phone (847) 490-6800, or if the switchboard is closed, to the Hoffman Estates Police Department, phone (847) 882-1818. Accidents involving utilities shall also be reported to the appropriate utility. This applies to all accidents, including, but not limited to, traffic accidents, broken pipelines, power and telephone facilities, and damage to adjacent properties.

UTILITIES COORDINATION

The Contractor will be required to comply with Section 105 of the Standard Specifications and as modified herein.

Prior to commencing work, the Contractor shall contact the owners of all utilities and obtain the horizontal and vertical field locations for their utilities within the limits of the proposed construction. The utility locate number is JULIE at 1-800-892-0123 with 48 hour advance notice required.

The Contractor will be required to cooperate with all utility companies and governmental units involved in connection with the removal, temporary relocation, reconstruction or abandonment by these agencies of any and all services or facilities owned or operated by them within the limits of the construction.

Before doing any work which will damage, disturb, or leave unsupported or unprotected any utility lines or appurtenances encountered, the Contractor shall notify the respective owner thereof, who will make all arrangements for relocating, adjusting, or otherwise maintaining or abandoning service on lines that fall within the limits of the proposed construction without cost to the Contractor, including the removal of all cables, manhole covers and other appurtenances which the owner desires to salvage. After such arrangements have been made, the Contractor will proceed with the work as directed by the Engineer. All utility lines and appurtenances which are abandoned by the owner shall be removed and disposed of by the Contractor.

The Contractor shall be responsible for facilitating the prompt and timely removal, relocation, reconstruction or abandonment of facilities by the governmental unit, or any utility company involved, and the coordination of the Contractor's work with the aforementioned agencies' work shall be the responsibility of the Contractor.

PUBLIC CONVENIENCE AND SAFETY

The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall dispatch workers or laborers, materials and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Engineer concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification. When traveling in lanes open to public traffic, the Contractor's vehicles 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.

TRAFFIC CONTROL PLAN

Traffic Control shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any IDOT Highway Standards contained in the Plans, the Traffic Specifications and the Special Provisions contained herein.

Special attention is called to Articles 107.09, 107.14 and Section 700 of the Standard Specifications and the following IDOT Highway Standards and Special Provision contained herein, relating to traffic control:

STANDARDS: 701006, 701011, 701101, 701301, 702001, 701606, 701701

SPECIAL PROVISIONS:

Construction Zone Traffic Control
Traffic Control Deficiency Deduction
Work Zone Traffic Control Devices

Flaggers in Work Zones
Flagger Vests

PLANS/DETAILS

This work shall be paid for at the Contract Unit Price per lump sum for TRAFFIC CONTROL AND PROTECTION, STANDARD 701606 and TRAFFIC CONTROL AND PROTECTION, STANDARD 701701 which work shall include all labor, equipment, materials and incidentals required to complete the work described above.

PROTECTION OF PARKWAY TREES AND SHRUBS

No construction equipment shall be permitted to be parked or stored on Village parkways without prior approval from the Village. No construction material, excavation spoils or any other objects shall be permitted to be placed and/or stored on Village parkways.

Every effort shall be made by the Contractor when working near trees and shrubs outside of the construction limits to preserve same from harm. No trees or shrubs shall be removed unless so indicated on the Plans or as authorized in the field by the Engineer. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed in accordance to Article 201 of the Standard Specifications.

Wherever necessary, the Contractor shall provide lath or plank wrappers wired in place to protect tree trunks from being damaged by trench machinery, tractors or trucks. Protective wrappers shall be removed as soon as practical after the work in the vicinity has been completed. Lath or plank wrappers will not be paid for separately, but will be considered incidental to this Contract. In removing soil banks from around trees, hand work will be required as necessary to prevent trunk damage by construction machinery.

CLEARING, SPECIAL

This work shall be done in accordance to Section 201 of the Standard Specifications with special attention called for Article 201.08 with the exception that clearing of bushes as indicated on the Plans will be a pay item for this contract.

Prior to the start of construction the Engineer shall mark or otherwise indicate which bushes are designated for removal. All plant material shall be removed offsite accordingly.

This work shall be paid for at the Contract Unit Price per lump sum for CLEARING, SPECIAL, which price shall include all excavation and grading, labor, equipment, materials and incidentals required to complete the work described above.

REMOVING AND RESETTING STREET SIGNS

This work shall consist of the removal, relocation and resetting of existing street signs along Algonquin Road as shown on the Plans or where designated by the Engineer. Existing signs and posts shall be removed and reset out of the path of the proposed sidewalk. All reset signs shall be placed centered between the proposed sidewalk and the existing curb and gutter with no signs overhanging either. Any damaged components during removal or resetting shall be replaced by the contractor at his expense. Sign posts shall be reset in Class SI concrete with a minimum 24 inch bury depth to achieve proper sign mounting height.

This work shall be paid for at the Contract Unit Price per each for REMOVING AND RESETTING STREET SIGNS, which price shall include all excavation and backfill, labor, equipment, materials and incidentals required to complete the work described above.

SAW CUTS

This work shall be done in accordance to Section 442 of the Standard Specifications with the exception that the SAW CUTS will occur across an existing asphalt driveway for placement of the new PORTLAND CEMENT CONCRETE SIDEWALK, 5". The existing asphalt driveway pavement shall be removed to minimize the disturbance and deterioration of the asphalt driveway that will abut the new PORTLAND CEMENT CONCRETE SIDEWALK, 5" as indicated on the Plans.

The Contractor shall use side forms and the appropriate expansion joints with the placement of the PORTLAND CEMENT CONCRETE SIDEWALK, 5" across the asphalt driveway. The Contractor shall repair the adjacent asphalt driveway according to the discretion of the Engineer. Any pavement repairs needed due to damage from excavation shall be considered incidental to this pay item.

This work shall be paid for at the Contract Unit Price per foot for SAW CUTS, which price shall include all excavation and pavement removal, labor, equipment, materials and incidentals required to complete the work described above.

COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (ABUTTING EXISTING PAVEMENT)

The work shall be done in accordance with Section 440 and 606 of the Standard Specifications, except that no extra compensation shall be allowed for variation in the thickness or height of the curb, or in the width of the gutter or transitions. The Contractor shall sawcut between the pavement and curb and gutter to be replaced to lessen the damage to the existing pavement when removing the curb and gutter. Any pavement repairs needed due to damage from excavation shall be considered incidental to this pay item. The proposed curb and gutter shall follow the detail sheet in the Plans and Standard 424001 for a Type B ramp for accessibility to the disabled.

The Contractor is responsible for obtaining positive drainage for all curb and gutter to be replaced. The Contractor must notify the Engineer if positive drainage cannot be obtained.

Two drilled and grouted No. 5 reinforcing bars shall be used to tie the proposed curb and gutter to the existing curb and gutter on each side. Furnishing, drilling and grouting of the No. 5 reinforcing bars shall not be paid for separately, but shall be incidental to the Contract unit price for this pay item.

The Contractor shall assign an individual to protect the fresh concrete curb and gutter after finishing. The person should be in the work area at all times to guard against any possible vandalism to the fresh concrete curb and gutter. It shall be the Contractor's responsibility to clean or replace any defaced or defective concrete curb and gutter at his expense.

Any excavation or aggregate backfill required to construct the proposed curb and gutter to the proper elevations shall be considered incidental to this pay item. Any excavated material shall be properly disposed of at a suitable off-site location.

Four inches of compacted CA-6 crushed stone shall be placed on the approved subgrade prior to curb and gutter placement. This material will not be paid for separately, but will be considered incidental to this pay item.

Any ground adjacent to the curb and gutter which is removed or disturbed during the removal operations shall be restored and paid for separately, under SODDING, SALT TOLERANT. The limits of the restoration shall be 1.5 feet behind and along the length of the replaced curb and gutter. Any restoration necessary outside of the limits specified under SODDING, SALT TOLERANT, shall be considered incidental to the Contract.

This work shall be paid for at the Contract Unit Price per lineal foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (ABUTTING EXISTING PAVEMENT) which price shall include all labor, equipment, materials and incidentals to complete the work described above.

WOOD POST AND RAIL FENCE

This item of work shall include the construction of two split rail wooden fences at the locations indicated on the Plans or as directed by the Engineer. The fence is to protect the public on the proposed sidewalk from the grade changes with the existing structures. Each section is 4' high and consists of two vertical posts placed 6' to 8' on-center and three horizontal split rails. The fence is to be constructed according to the detail drawing in the plans.

This work will be measured for payment from beginning post to end post of each fence line and the unit measurement will be lineal feet of fencing. The work will be paid for at the Contract Unit Price foot for WOOD POST AND RAIL FENCE.

BITUMINOUS DRIVEWAY REMOVAL

This work shall be done in accordance to Sections 301, 440 and 442 of the Standard Specifications and as modified herein. The Contractor shall remove the bituminous driveway pavement as designated on the Plans and marked in the field by the Engineer.

The specified work shall include the marked pavement removal and disposal, grading, shaping, trimming, rolling and compacting of the existing aggregate subbase. The SAW CUTS will occur across the existing asphalt driveway for placement of the new PORTLAND CEMENT CONCRETE SIDEWALK, 5". The existing asphalt driveway pavement shall be removed to minimize the disturbance and deterioration of the asphalt driveway that will abut the new PORTLAND CEMENT CONCRETE SIDEWALK, 5" as indicated on the Plans.

The Contractor shall use side forms and the appropriate expansion joints with the placement of the PORTLAND CEMENT CONCRETE SIDEWALK, 5" across the asphalt driveway. THE Contractor shall add or remove AGGREGATE BASE COURSE, TYPE B 4" to meet the sidewalk base course. The Contractor shall repair the adjacent asphalt driveway according to the discretion of the Engineer. Any pavement repairs needed due to damage from excavation shall be considered incidental to the SAW CUTS pay item.

This work shall be paid for at the Contract Unit Price per square yard for BITUMINOUS DRIVEWAY REMOVAL, which price shall include all excavation and pavement removal, labor, equipment, materials and incidentals required to complete the work described above.

TRAFFIC SIGNAL SPECIFICATIONS

Effective: January 1, 2002

Revised: May 22, 2002

These Traffic Signal Special Provisions and the "District 1 Standard Traffic Signal Design Details" supplement the requirements of the State of Illinois "Standard Specifications for Road and Bridge Construction." The intent of these Special Provisions is to prescribe the materials and construction methods commonly used for traffic signal installations. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer. The work to be done under this contract consists of furnishing and installing all traffic signal work as specified in the Plans and as specified herein in a manner acceptable and approved by the Engineer.

SECTION 720 SIGNING

MAST ARM SIGN PANELS.

Add the following to Section 720.02 of the Standard Specifications:

Signs attached to poles or posts (such as mast arm signs) shall have mounting brackets and sign channels which are equal to and completely interchangeable with those used by the District Sign Shops. Signfix Aluminum Channel Framing System is currently recommended, but other brands of mounting hardware are acceptable based upon the Department's approval.

SECTION 800 ELECTRICAL

INSPECTION OF ELECTRICAL SYSTEMS.

Add the following to Section 802.01 of the Standard Specifications:

All cabinets including temporary traffic signal cabinets shall be assembled by an approved equipment supplier in District One. The Department reserves the right to request any controller and cabinet to be tested at the equipment supplier facilities prior to field installation, at no extra cost to this contract. All railroad interconnected (including temporary railroad interconnect) controllers and cabinets shall be new, built, tested and approved by the controller equipment vendor, in the vendor's District One facility, prior to field installation. The vendor shall provide the technical equipment and assistance as required by the Engineer to fully test this equipment.

DAMAGE TO TRAFFIC SIGNAL SYSTEM.

Revise Section 802.02 of the Standard Specifications to read:

Any damaged equipment or equipment not operating properly from any cause whatsoever shall be repaired with new equipment provided by the Contractor at no additional cost to the Contract and or owner of the traffic signal system, all as approved by the Engineer. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted. Cable splices outside the controller cabinet shall not be allowed.

RESTORATION OF WORK AREA.

Add to Section 802 of the Standard Specifications:

Restoration of the traffic signal work area shall be included in the related pay items such as foundation, conduit, handhole, trench and backfill, etc. All roadway surfaces such as shoulders, medians, sidewalks, pavement, etc. shall be replaced in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded. Restoration of the work area shall be incidental to the contract without any extra compensation allowed to the Contractor.

SUBMITTALS.

Revise Section 802.04 of the Standard Specifications to read:

The Contractor shall provide:

- a. All material approval requests shall be submitted a minimum of seven (7) days prior to the delivery of equipment to the job site, or within 30 consecutive calendar days after the contract is awarded, or within 15 consecutive calendar days after the preconstruction meeting, whichever is first.
- b. Seven (7) copies of a letter from the Traffic Signal Contractor listing the manufacturer's name and model numbers of the proposed equipment and stating that the proposed equipment meets all contract requirements. The letter will be reviewed by the Traffic Design Engineer to determine whether the equipment to be used is approvable. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.
- c. One (1) copy of material catalog cuts.
- d. Seven (7) copies of mast arm poles and assemblies.
- e. The contract number or permit number, project location/limits and corresponding pay code number must be on each sheet of the letter, material catalog cuts and mast arm poles and assemblies drawings as required in items b, c and d.
- f. Exceptions, Deviations and Substitutions. In general, exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.

MAINTENANCE AND RESPONSIBILITY.

Revise Section 802.07 of the Standard Specifications to read:

- a) Existing traffic signal installations and/or any electrical facilities at all or various locations may be altered or reconstructed totally or partially as part of the work on this Contract. The Contractor is hereby advised that all traffic control equipment, presently installed at these locations, may be the property of the State of Illinois, Department of Transportation, Division of Highways, County, Private Developer, or the Municipality in which they are located. Once the Contractor has begun any work on any portion of the project all traffic signals within the limits of this contract or those which have the item "Maintenance of Existing Traffic Signal Installation", "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation", shall

become the full responsibility of the Contractor. The Contractor shall supply the engineer and the Department's Electrical Maintenance Contractor a 24-hour emergency contact name and telephone number.

- b) When the project has a pay item for "Maintenance of Existing Traffic Signal Installation", "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation", the Contractor must notify both the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4139 and the Department's Electrical Maintenance Contractor, of their intent to begin any physical construction work on the Contract or any portion thereof. This notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance to the Contractor. If work is started prior to an inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted.
- c) Contracts such as pavement grinding or patching which result in the destruction of traffic signal loops do not require maintenance transfer, but require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the loop removal, the Contractor shall notify the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4139 and the Department's Electrical Maintenance Contractor, at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection. See additional requirements in these specifications under Inductive Loop Detector.
- d) The Contractor is advised that the existing and/or temporary traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shutdown the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.
- e) The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals. Any inquiry, complaint or request by the Department, the Department's Electrical Maintenance Contractor or the public, shall be investigated and repairs begun within one hour. Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The District's Electrical Maintenance Contractor may inspect any signaling device on the Department's highway system at any time without notification.

TRAFFIC SIGNAL INSPECTION (TURN-ON).

Revise Section 802.10 of the Standard Specifications to read:

It is the intent to have all electric work completed and equipment field tested by the vendor prior to the Department's "turn-on" field inspection. If in the event the Engineer determines work is not complete and the inspection will require more than two (2) hours to complete, the inspection shall be canceled and the Contractor will be required to reschedule at another date. The maintenance of the traffic signals will not be accepted until all punch list work is corrected and re-inspected.

When the road is open to traffic, except as otherwise provided in Section 850 of the Standard Specifications, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4139 a minimum of seven (7) working days prior to the time of the requested inspection. The Department will not grant a field inspection until notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Department's facsimile number is (847) 705-4089.

The Contractor must have all traffic signal work completed and the electrical service installation connected by the utility company prior to requesting an inspection and turn-on of the traffic signal installation. The Contractor shall be responsible to provide a police officer to direct traffic at the time of testing.

The Contractor shall provide a representative from the control equipment vendor's office to attend the traffic signal inspection for both permanent and temporary traffic signal turn-ons. Upon demonstration that the signals are operating and all work is completed in accordance with the Contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The Agency that is responsible for the maintenance of each traffic signal installation will assume the maintenance upon successful completion of this inspection.

The District requires the following from the Contractor at traffic signal turn-ons.

1. One set of signal plans of record with field revisions marked in red ink.
2. Notification from the Contractor and the equipment vendor of satisfactory field testing.
3. A knowledgeable representative of the controller equipment supplier shall be required at the traffic signal turn-on. The representative shall be knowledgeable of the cabinet design and controller functions.
4. A copy of the approved material letter.
5. One (1) copy of the operation and service manuals of the signal controller and associated control equipment.
6. Five (5) copies (280 mm X 430 mm) 11" x 17" of the cabinet wiring diagrams.
7. The controller manufacturer shall provide a printer at the turn-on to supply a printed form, not to exceed (280 mm X 430 mm) 11" x 17" for recording the traffic signal controller's timings; backup timings; coordination splits, offsets, and cycles; TBC Time of Day, Week and Year Programs; Traffic Responsive Program, Detector Phase Assignment, Type and Detector Switching; and any other functions programmable from the keyboard. The form shall include a location, date, manufacturer's name, controller model and software version. The form shall be approved by the Engineer and a minimum of three (3) copies must be furnished at each turn-on. The manufacturer must provide all programming information used within the controller at the time of turn-on.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on." If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. The Contractor shall be responsible for all traffic signal equipment and associated maintenance thereof until Departmental acceptance is granted.

All equipment and/or parts to keep the traffic signal installation operating shall be furnished by the Contractor. No spare traffic signal equipment is available from the Department.

All punch list work shall be completed within two (2) weeks after the final inspection. The Contractor shall notify the Electrical Maintenance Contractor to inspect all punch list work. Failure to meet these time constraints shall result in liquidated damage charges of \$500 per month per incident.

All cost of work and materials required to comply with the above requirements shall be included in the pay item bid prices, under which the subject materials and signal equipment are paid, and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements shall be subject to removal and disposal at the Contractor's expense.

LOCATING UNDERGROUND FACILITIES.

Revise Section 803.00 to the Standard Specifications to read:

If this Contract requires the services of an Electrical Contractor, the Contractor shall be responsible at his/her own expense for locating existing IDOT electrical facilities prior to performing any work. If this Contract does not require the services of an Electrical Contractor, the Contractor may request one free locate for existing IDOT electrical facilities from the District 1 Electrical Maintenance Contractor prior to the start of any work. Additional requests may be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.

The exact location of all utilities shall be field verified by the Contractor before the installation of any components of the traffic signal system. For locations of utilities the local Counties or Municipalities may need to be contacted, in the City of Chicago contact D.I.G.G.E.R. at (312) 744-7000 and for all other locations contact J.U.L.I.E. at 1-800-892-0123.

ELECTRIC SERVICE INSTALLATION.

Revise Section 805.00 of the Standard Specifications to read:

Description. This work shall consist of all materials and labor required to install, modify, or extend the electric service installation. All installations shall meet the requirements of the details in the "District 1 Standard Traffic Signal Design Details" and applicable portions of the Specifications.

Materials.

- a. General. The completed control panel shall be constructed in accordance with UL Std. 508, Industrial Control Panel, and carry the UL label. Wire terminations shall be UL listed.

b. Enclosures.

1. Pole Mounted Cabinet. The cabinet shall be UL 50, NEMA Type 4X, unfinished single door design, fabricated from minimum 2.03 mm (0.080-inch) thick Type 5052 H-32 aluminum. Seams shall be continuous welded and ground smooth. Stainless steel screws and clamps shall secure the cover and assure a watertight seal. The cover shall be removable by pulling the continuous stainless steel hinge pin. The cabinet shall have an oil-resistant gasket and a lock kit shall be provided with an internal O-ring in the locking mechanism assuring a watertight and dust-tight seal. The cabinet shall be sized to adequately house all required components with extra space for arrangement and termination of wiring. A minimum size of 350 mm (14-inches) high, 225 mm (9-inches) wide and 200 mm (8-inches) in depth is required. The cabinet shall be channel mounted to a wooden utility pole using assemblies recommended by the manufacturer.
 2. Ground Mounted Cabinet. The cabinet shall be UL 50, NEMA Type 3R unfinished single door design with back panel. The cabinet shall be fabricated from Type 5052 H-32 aluminum with the frame and door 3.175 mm (0.125-inch) thick, the top 6.350 mm (0.250-inch) thick and the bottom 12.70 mm (0.500-inch) thick. Seams shall be continuous welded and ground smooth. The door and door opening shall be double flanged. The door shall be approximately 80% of the front surface, with a full length tamperproof stainless steel 1.91 mm (.075-inch) thick hinge bolted to the cabinet with stainless steel carriage bolts and nylocks nuts. The locking mechanism shall be slam-latch type with a keyhole cover. The cabinet shall be sized to adequately house all required components with extra space for arrangement and termination of wiring. A minimum size of 1000 mm (40-inches high), 400 mm (16-inches) wide and 375 mm (15-inches) in depth is required. The cabinet shall be mounted upon a square Type A concrete foundation as indicated on the plans. The foundation is paid for separately.
- c. Surge Protector. Overvoltage protection, with LED indicator, shall be provided for the 120 volt load circuit by the means MOV and thermal fusing technology. The response time shall be <5n seconds and operate within a range of -40C to +85C. The surge protector shall be UL 1449 Listed.
- d. Circuit Breakers. Circuit breakers shall be standard UL listed molded case, thermal-magnetic bolt-on type circuit breakers with trip free indicating handles. 120 volt circuit breakers shall have an interrupting rating of not less than 65,000 rms symmetrical amperes. Unless otherwise indicated, the main disconnect circuit breaker for the traffic signal controller shall be rated 60 amperes, otherwise noted on the plans, 120 V and the auxiliary circuit breakers shall be rated 10 amperes, 120 V.
- e. Fuses, Fuseholders and Power Indicating Light. Fuses shall be small-dimensional cylindrical fuses of the dual element time-delay type. The fuses shall be rated for 600 V AC and shall have a UL listed interrupting rating of not less than 10,000 rms symmetrical amperes at rated voltage. The power indicating light shall be LED type with a green colored lens and shall be energized when electric utility power is present.
- f. Ground and Neutral Bus Bars. A single copper ground and neutral bus bar, mounted on the equipment panel shall be provided. Ground and neutral conductors shall be separated on the bus bar. Compression lugs, plus 2 spare lugs, shall be

sized to accommodate the cables with the heads of the connector screws painted green for ground connections and white for neutral connections.

- g. Utility Services Connection. The Contractor shall notify the Utility Company marketing representative a minimum of 30 working days prior to the anticipated date of hook-up. This 30 day advance notification will begin only after the Utility Company marketing representative has received service charge payments from the Contractor. Prior to contacting the Utility Company marketing representative for service connection, the service installation controller cabinet and cable must be installed for inspection by the Utility Company.
- h. Ground Rod. Ground rods shall be copper-clad steel, a minimum of 3.0 meters (10') in length, and 20mm (3/4") in diameter. Ground rod resistance measurements to ground shall be 25 ohms or less. If necessary additional rods shall be installed to meet resistance requirements at no additional cost to the contract.

Installation

- a. General. The Contractor shall confirm the orientation of the traffic service installation and its door side with the engineer, prior to installation. All conduit entrances into the service installation shall be sealed with a pliable waterproof material.
- b. Pole Mounted. Brackets designed for pole mounting shall be used. All mounting hardware shall be stainless steel. Mounting height shall be as noted on the plans or as directed by the Engineer.
- c. Ground Mounted. The service installation shall be mounted plumb and level on the foundation and fastened to the anchor bolts with hot-dipped galvanized or stainless steel nuts and washers. The space between the bottom of the enclosure and the top of the foundation shall be caulked at the base with silicone.

Basis of Payment. The service installation shall be paid for at the contract unit price each for SERVICE INSTALLATION of the type specified which shall be payment in full for furnishing and installing the service installation complete. The type A foundation which includes the ground rod shall be paid for separately. SERVICE INSTALLATION, POLE MOUNTED shall include the 20mm (3/4") grounding conduit, ground rod, and pole mount assembly. Any changes by the utility companies shall be approved by the engineer and paid for as an addition to the contract according to Article 109.05 of the Standard Specifications.

GROUNDING OF TRAFFIC SIGNAL SYSTEMS.

Revise Section 807.00 of the Standard Specifications to read:

General. All traffic signal systems, equipment and appurtenances shall be properly grounded in strict conformance with the NEC. See IDOT District 1 Traffic Signal detail plan sheet for additional information.

The grounding electrode system shall include a ground rod installed with each traffic signal controller concrete foundation and all mast arm and post concrete foundations. An additional ground rod will be required at locations where measured resistance exceeds 25 ohms. Ground rods are included in the applicable foundation paid item and will not be paid for separately.

Testing shall be according to Section 801.11.

- a) The grounded conductor (neutral conductor) shall be white color coded. This conductor shall be bonded to the equipment grounding conductor only at the Electric Service Installation. All power cables shall include one neutral conductor of the same size.
- b) The equipment grounding conductor shall be green color coded. The following is in addition to Section 801.14 of the Standard Specifications.
 - 1) Equipment grounding conductors shall be XLP insulated No. 6, unless otherwise noted on the plans, and bonded to the grounded conductor (neutral conductor) only at the Electric Service Installation. The equipment grounding conductor is paid for separately and shall be continuous. The Earth shall not be used as the equipment grounding conductor.
 - 2) Equipment grounding conductors shall be bonded, using a Listed grounding connector, to all traffic signal mast arm poles, traffic signal posts, pedestrian posts, pull boxes, handhole frames and covers and other metallic enclosures throughout the traffic signal wiring system, except where noted herein. A Listed electrical joint compound shall be applied to all conductors terminations, connector threads and contact points.
 - 3) All metallic and non-metallic raceways containing traffic signal circuit runs shall have a continuous equipment grounding conductor, except raceways containing only detector loop lead-in circuits, circuits under 50 volts and/or fiber optic cable will not be required to include an equipment grounding conductor.
- c) The grounding electrode conductor shall be similar to the equipment grounding conductor in color coding (green) and size. The grounding electrode conductor is used to connect the ground rod to the equipment grounding conductor and is bonded to ground rods via exothermic welding, listed pressure connectors, listed clamps or other approved listed means.

HANDHOLES.

Add the following to Section 814.00 of the Standard Specifications:

All handholes shall be concrete, poured in place, with inside dimensions of 549 mm (21-1/2") minimum. Frames and lid openings shall match this dimension. The cover of the handhole frame shall be labeled "Traffic Signals" with legible raised letters.

For grounding purposes the handhole frame shall have provisions for a 15.875 mm (7/16") diameter stainless bolt cast into the frame. The covers shall have a stainless steel threaded stint extended from the eye hook assembly for the purpose of attaching the grounding conductor to the handhole cover.

The minimum wall thickness for heavy duty hand holes shall be 300 mm (12 inches).

All conduits shall enter the handhole at a depth of (760 mm) 30" except for the conduits for detector loops when the handhole is less than (1.52 m) 5' from the detector loop.

Steel cable hooks shall be coated with hot-dipped galvanization in accordance with AASHTO Specification M111. Hooks shall be a minimum of 9.525 mm (3/8") diameter and extend into the handhole at least 150 mm (6 inches). Hooks shall be placed a minimum of 300 mm (12 inches) below the lid or lower if additional space is required.

FIBER OPTIC TRACER CABLE.

The cable shall meet the requirements of Section 817 of the "Standard Specifications," except for the following:

Add to Section 817.03 of the Standard Specifications:

In order to trace the fiber optic cable after installation, the tracer cable shall be installed in the same conduit as the fiber optic cable. The tracer cable shall be continuous, extended into the controller cabinet and terminated on a barrier type terminal strip mounted on the side wall of the controller cabinet. The barrier type terminal strip and tracer cable shall be clearly marked and identified. The tracer cable will be allowed to be spliced at the handholes only. All tracer cable splices shall be kept to a minimum and shall incorporate maximum lengths of cable supplied by the manufacturer. The tracer cable splice shall use a Western Union Splice soldered with resin core flux. All exposed surfaces of the solder shall be smooth. Splices shall be soldered using a soldering iron. Blow torches or other devices which oxidize copper cable shall not be allowed for soldering operations. The splice shall be covered with WCSMW 30/100 heat shrink tube, minimum length (100 mm) 4" and with a minimum (25 mm) 1" coverage over the XLP insulation, underwater grade.

Revise Section 817.05 of the Standard Specifications to read:

Basis of Payment: The tracer cable shall be paid for separately as ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1C per (meter) foot, which price shall include all associated labor and material for installation.

GROUNDING CABLE.

The cable shall meet the requirements of Section 817 of the "Standard Specifications," except for the following:

Add to Section 817.02 (b) of the Standard Specifications:

Unless otherwise noted on the Plans, traffic signal grounding conductor shall be one conductor, #6 gauge copper, with a XLP jacket.

The traffic signal grounding conductor shall be bonded, using a Listed grounding connector (Burdny type KC/K2C, as applicable, or approved equal), to all proposed and existing traffic signal mast arm poles and traffic/pedestrian signal posts, including push button posts. The grounding conductor shall be bonded to all proposed and existing pull boxes, handhole frames and covers and other metallic enclosures throughout the traffic signal wiring system and noted herein and detailed on the plans. Bonding to existing handhole frames and covers shall be paid for separately.

Revise Section 817.05 of the Standard Specifications to read:

Basis of Payment. Grounding cable shall be measured in place for payment in (meter) foot. Payment shall be at the contract unit price for ELECTRIC CABLE IN CONDUIT, GROUNDING, NO. 6, 1C, which price includes all associated labor and material including grounding clamps, splicing, exothermic welds/other Listed connectors and hardware.

RAILROAD INTERCONNECT CABLE.

The cable shall meet the requirements of Section 817 of the "Standard Specifications," except for the following:

Add to Section 817.02 of the Standard Specifications:

The cable shall be three conductor standard #14 copper cable in a clear polyester binder, shielded with #36 AWG tinned copper braid with 85% coverage, and insulated with .016" polyethylene (black, blue, red). The jacket shall be black 0.045 PVC or polyethylene.

Revise Section 817.05 of the Standard Specifications to read:

Basis of Payment. This work shall be paid for at the contract unit price per (meter) foot for ELECTRIC CABLE IN CONDUIT, RAILROAD, NO. 14 3C, which price shall be payment in full for furnishing, installing, and making all electrical connections in the traffic signal controller cabinet. Connections in the railroad controller cabinet shall be performed by railroad personnel.

MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION.

Revise Section 850.00 of the Standard Specifications to read:

The energy charges for the operation of the traffic signal installation shall be paid for by others. Full maintenance responsibility shall start as soon as the Contractor begins any physical work on the Contract or any portion thereof.

The Contractor shall have on staff electricians with IMSA Level II certification to provide signal maintenance.

This item shall include maintenance of all traffic signal equipment at the intersection, including emergency vehicle pre-emption equipment, master controllers, telephone service installations, communication cables and conduits to adjacent intersections.

The maintenance shall be according to District 1 revised Article 802.07 and the following contained herein.

The Contractor shall check all controllers every two (2) weeks, which will include visually inspecting all timing intervals, relays, detectors, and pre-emption equipment to ensure that they are functioning properly. This item includes, as routine maintenance, all portions of emergency vehicle pre-emption equipment. The Contractor shall maintain in stock at all times a sufficient amount of materials and equipment to provide effective temporary and permanent repairs.

The Contractor shall provide immediate corrective action when any part or parts of the system fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. When repairs at a signalized intersection require that the controller be disconnected, and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor shall be required to place stop signs (R1-1-36) at each approach of the intersection as a temporary means of regulating traffic. At approaches where a yellow flashing indication is necessary, as directed by the Engineer, stop signs will not be required. The Contractor shall furnish and equip all their vehicles assigned to the maintenance of traffic signal installations with a sufficient number of stop signs as specified herein. The Contractor shall maintain a

sufficient number of spare stop signs in stock at all times to replace stop signs which may be damaged or stolen.

The Contractor shall provide the Engineer with a 24 hour telephone number for the maintenance of the traffic signal installation and for emergency calls by the Engineer.

Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of these Specifications.

The Contractor shall respond to all emergency calls from the Department or others within one hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the State. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the State's Electrical Maintenance Contractor perform the maintenance work required. The State's

Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The Contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Contractor to make reviews of the Existing Traffic Signal Installation that has been transferred to the Contractor for Maintenance.

Basis of Payment. This work shall be paid for at the contract unit price each for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION.

TRAFFIC ACTUATED CONTROLLER.

Add the following to Section 857.00 of the Standard Specifications:

Controllers shall be NEMA TS2 Type 1, Econolite ASC/2S-1000 or Eagle M41 unless specified otherwise on the plans or elsewhere on these specifications. Only controllers supplied by one of the District 1 approved closed loop equipment manufacturers will be allowed. The controller shall be the most recent model and software version supplied by the manufacturer at the time of the approval. The traffic signal controller shall provide features to inhibit simultaneous display of a circular yellow ball and a yellow arrow display. Individual load switches shall be provided for each vehicle, pedestrian, and right turn over lap phase.

By December 31, 2002, the controller shall provide a background timer which will prevent phases from being skipped during program changes.

MASTER CONTROLLER.

Revise Sections 860.02 - Materials and 860.03 - Installation of the Standard Specifications to read:

Only controllers supplied by one of the District approved closed loop equipment manufacturers will be allowed. Only NEMA TS 2 Type 1 Eagle and Econolite closed loop systems shall be supplied. The latest model and software version of master controller shall be supplied.

Functional requirements in addition to those in section 863 of the Standard Specification include:

The system commands shall consist of, as a minimum, six (6) cycle lengths, five (5) offsets, three (3) splits, and four (4) special functions. The system commands shall also include commands for free or coordinated operation.

Traffic Responsive operation shall consist of the real time acquisition of system detector data, data validation, and the scaling of acquired volumes and occupancies in a deterministic fashion so as to cause the selection and implementation of the most suitable traffic plan.

Full duplex communication between the master and its local controllers is recommended, but at this time not required. The data rate shall be 1200 baud minimum.

The cabinet shall be provided with a Siecorm CAC 3000, or equivalent, Outdoor Network Interface for termination of the telephone service. It shall be mounted to the inside of the cabinet in a location suitable to provide access for termination of the telephone service at a later date. The CAC 3000 shall be equipped with a standard Three-Electrode Heavy Duty Gas Tube Surge Arrestor.

The cabinet shall provide a caller identification unit with 50 number memory.

The cabinet shall be equipped with a 9600 baud, auto dial/auto answer, modem. It shall be a US robotics 33.6K baud rate or equal.

Each master shall be delivered with up to three (3) complete sets of the latest edition of registered remote monitoring software with full manufacturer's support. Each set shall consist of software on suitable media (CD, 3 1/2" or 5 1/4" floppy disks as requested by the Engineer), and a bound set of manuals containing loading and operating instruction. One copy of the software and support data shall be delivered to the Agency in charge of system operation, if other than IDOT. One of these two sets will be provided to the Agency Signal Maintenance Contractor for his use in monitoring the system.

The Contractor shall be required to setup graphic displays and all software parameters for every intersection to be interconnected under this Contract, including complete viewing and control capabilities from IDOT remote monitor.

The approved manufacturer of equipment shall loan the District one master controller and two intersection controllers of the most recent models and the newest software version to be used for instructional purposes in addition to the equipment to be supplied for the Contract.

The Contractor shall arrange to install a standard voice-grade dial-up telephone line to the master controller. This shall be accomplished through the following process utilizing District 1 staff.

As soon as practical or within one week after the contract has been awarded, the Contractor shall contact (via phone) the Administrative Support Manager in the District 1 Business Services Section at (847) 705-4011 to request a phone line installation.

A follow-up fax transmittal to the Administrative Support Manager (847-705-4712) with all required information pertaining to the phone installation is required from the Contractor as soon as possible or within one week after the initial request has been made. A copy of this fax transmittal must also be faxed by the Contractor to the Traffic Signal Systems Engineer at (847) 705-4089. The required information to be supplied on the fax shall include (but not limited to):

A street address for the new traffic signal controller (or nearby address); a nearby existing telephone number; what type of telephone service is needed; the name and number of the Contractor's employee for the telephone company to contact regarding site work and questions.

The usual time frame for the activation of the phone line is 4-6 weeks after the Business Services Section has received the Contractor supplied fax. It is, therefore, imperative that the phone line conduit and pull-string be installed by the Contractor in anticipation of this time frame. On jobs which include roadway widening in which the conduit cannot be installed until this widening is completed, the Contractor will be allowed to delay the phone line installation request to the Business Services Section until a point in time that is 4-6 weeks prior to the anticipated completion of the traffic signal work. The contractor shall provide the Administrative Support Manager with an expected installation date considering the 4-6 week processing time.

The telephone line shall be installed and activated one month before the system final inspection.

All costs associated with the telephone line installation and activation (not including the Contract specified conduit installation between the point of telephone service and the traffic signal controller cabinet) shall be paid for by the District One Business Services Section (i.e., this will be an IDOT phone number not a Contractor phone number).

FIBER OPTIC CABLE.

Revise Section 871.00 of the Standard Specifications to read:

This work shall consist of furnishing and installing Fiber Optical cable in conduit with all accessories and connectors according to Section 871 of the Standard Specifications. The cable shall be of the type, size, and the number of fiber specified.

The control cabinet distribution enclosure shall be 3M Model 8173 or an approved equivalent. The fiber optic cable shall provide six fibers per tube for the amount of fibers called for in the Fiber Optic Cable pay item in the Contract. A minimum of six multimode fibers from each cable shall be terminated with approved mechanical connectors at the distribution enclosure. Fibers not being used shall be labeled "spare." Fibers not attached to the distribution enclosure shall be capped and sealed. A minimum of (4m) 13.0' of slack cable shall be provided for the controller cabinet. The controller cabinet slack cable shall be stored as directed by the Engineer.

Fiber Optic cable may be gel filled or an approved water blocking tape.

Basis of Payment. The work shall be paid for at the contract unit price for FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, MM12F SM12F, per (meter) foot for the cable in place, including distribution enclosure and all connectors.

CONCRETE FOUNDATIONS.

Add the following to Section 878.03 of the Standard Specifications:

All anchor bolts shall be according to Section 1006.09, except all anchor bolts shall be hot dipped galvanized the full length of the anchor bolt including the hook.

Concrete Foundations, Type "A" for Traffic Signal Posts shall provide anchor bolts with the bolt pattern specified within the "District 1 Standard Traffic Signal Design Details." All Type "A" foundations shall be a minimum depth of 1.22 m (48").

Concrete Foundations, Type "D" for Traffic Signal Cabinets shall be a minimum of 1.22 m (48") long and 790 mm (31") wide. All Type "D" foundations shall be a minimum depth of 1.22 m (48"). The concrete apron shall be 910 mm X 1220 mm X 130 mm (36"x48"x5"). Anchor bolts shall provide bolt spacing as required by the manufacturer.

Concrete Foundations, Type "E" for Mast Arm and Combination Mast Arm Poles shall meet the following requirements:

DESIGN TABLE FOR 750 mm (30-INCH) DIAMETER FOUNDATION
FOR ALL MAST ARMS 4.26M (14 FEET) TO 16.76M (55 FEET)
AND ALL COMBINATION POLES (DESIGN DEPTH IS 4.57 m [15 FEET])

| | TYPE OF SOIL DESCRIPTION | DESIGN DEPTH OF FOUNDATION | | TYPE OF SOIL DESCRIPTION | DESIGN DEPTH OF FOUNDATION |
|----|-----------------------------|-------------------------------|-----|-----------------------------|-------------------------------|
| 1. | SOFT CLAY | 5.33 m(17' - 6") | *4. | LOOSE SAND | 3.05 m(10' - 0") |
| 2. | MEDIUM CLAY | 3.81 m(12' - 6") | *5. | MEDIUM SAND | 2.74 m(9' - 0") |
| 3. | STIFF CLAY | 2.59 m(8' - 6") | *6. | DENSE SAND | 2.44 m(8' - 0") |

* WATER TABLE ASSUMED BELOW DEPTHS SPECIFIED

No foundation is to be poured until the Resident Engineer gives his/her approval as to the depth of the foundation. Foundations used for Roadway Lighting shall provide an extra 65 mm (2-1/2 inch) duct.

DETECTOR LOOP.

Revise Section 886 of the Standard Specifications to read:

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the Area Traffic Signal Maintenance and Operations Engineer (847) 705-4139 to inspect and approve the layout. When preformed detector loops are installed, the Contractor shall have them inspected and approved prior to the pouring of the portland cement concrete surface, using the same notification process as above.

Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details". Saw-cuts (homeruns on preformed detector loops) from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut (homerun on preformed detector loops) unless directed otherwise by the Engineer or as shown on the plan.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a Panduit 250W175C water proof tag, or an approved equal, secured to each wire with nylon ties.

Resistance to ground shall be a minimum of 100 mega-ohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries. Quality readings shall be more than 5.

- (a) Type I. All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement, curb and handhole shall be cut with a 6.3 mm (1/4") deep x 100 mm (4") saw cut to mark location of each loop lead-in.

Loop sealant shall be a two-component thixotropic chemically cured polyurethane either Chemque Q-Seal 295, Percol Elastic Cement A/C Grade or an approved equal. The sealant shall be installed 3 mm (1/8") below the pavement surface, if installed above the surface the overlap shall be removed immediately.

Detector loop measurements shall include the saw cut and the length of the loop lead-in to the edge of pavement. The lead-in wire, including all necessary connections for proper operations, from the edge of pavement to the handhole, shall be incidental to the price of the detector loop. Unit duct, trench and backfill, and drilling of pavement or handholes shall be incidental to detector loop quantities.

- (b) Performed. This work shall consist of furnishing and installing a rubberized heat resistant preformed traffic signal loop in accordance with the Standard Specifications, except for the following:

Preformed detector loops shall be installed in new pavement constructed of portland cement concrete using mounting chairs or tied to re-bar or the preformed detector loops may be placed in the sub-base. Loop lead-ins shall be protected to the satisfaction of the Engineer.

Handholes shall be placed next to the shoulder or back of curb when preformed detector loops enter the handhole.

Preformed detector loops shall be factory assembled. Homeruns and interconnects shall be pre-wired and shall be an integral part of the loop assembly. The loop configurations and homerun lengths shall be assembled for the specific application. The loop and homerun shall be constructed using 17.2 mm (11/16") outside diameter (minimum), 9.5 mm (3/8") inside diameter (minimum) Class A oil resistant synthetic cord reinforced hydraulic hose with 1,720 kPa (250 psi) internal pressure rating. Hose for the loop and homerun assembly shall be one continuous piece. No joints or splices shall be allowed in the hose except where necessary to connect homeruns or interconnects to the loops. This will provide maximum wire protection and loop system strength. Hose tee connections shall be heavy duty high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing glue joints. The tee shall have the same flexible properties as the hose to insure that the whole assembly can conform to pavement movement and shifting without cracking or breaking. The wire used shall be #16 THWN stranded copper. The number of turns in the loop shall be application specific. Homerun wire pairs shall be twisted a minimum of four turns per foot. No wire splices will be allowed in the preformed loop assembly. The loop and homeruns shall be filled and sealed with a flexible sealant to insure complete moisture blockage and further protect the wire.

Basis of Payment. This work shall be paid for at the contract unit price per meter (foot) for DETECTOR LOOP, TYPE I or PREFORMED DETECTOR LOOP as specified in the plans, which price shall be payment in full for furnishing and installing the detector loop and all related connections for proper operation.

EMERGENCY VEHICLE PRIORITY SYSTEM.

Revise Section 887.00 of the Standard Specifications to read:

It shall be the Contractor's responsibility to contact the municipality or fire district to verify the brand of emergency vehicle pre-emption equipment to be installed prior to the contract bidding.

The equipment must be completely compatible with all components of the equipment currently in use by the Agency.

All new installations shall be equipped with Confirmation Beacons as shown on the "District 1 Standard Traffic Signal Design Details." The Confirmation Beacon shall consist of a 150 watt Par 38 flood lamp for each direction of pre-emption. The lamp shall have an adjustable mount with a weatherproof enclosure for cable splicing. All hardware shall be cast aluminum or stainless steel. Holes drilled into signal poles, mast arms, or posts shall require rubber grommets. In order to maintain uniformity between communities, the confirmation beacons shall indicate when the control equipment receives the pre-emption signal. The pre-emption movement shall be signalized by a flashing indication at the rate specified by Section 4E-5 of the "Manual On Uniform Traffic Control Devices." The stopped pre-empted movements shall be signalized by a continuous indication.

All light operated systems shall operate at a uniform rate of 14.035 Hz \pm 0.002, or as otherwise required by the Engineer, and provide compatible operation with other light systems currently being operated in the District.

Basis of Payment. The work shall be paid for at the contract unit price each for furnishing and installing LIGHT DETECTOR and LIGHT DETECTOR AMPLIFIER. Furnishing and installing the confirmation beacon shall be incidental to the cost of the Light Detector. The preemption detector amplifier shall be paid for on a basis of (1) one each per intersection controller and shall provide operation for all movements required in the pre-emption phase sequence.

TEMPORARY TRAFFIC SIGNAL INSTALLATION.

Revise Section 890.00 of the Standard Specifications to read:

Only an approved equipment vendor will be allowed to assemble the temporary traffic signal cabinet. Also, an approved equipment vendor shall assemble and test a temporary railroad traffic signal cabinet. (Refer to the "Inspection of Controller and Cabinet" specification). A representative of the approved control equipment vendor shall be present at the temporary traffic signal turn-on inspection.

Only controllers supplied by one of the District approved closed loop equipment manufacturers will be approved for use at temporary signal locations. All controllers used for temporary traffic signals shall be fully actuated NEMA microprocessor based with RS232 data entry ports compatible with existing monitoring software approved by IDOT District 1, installed in NEMA TS1 or TS2 cabinets with 8 phase back panels, capable of supplying 255 seconds of cycle length and individual phase length settings up to 99 seconds. On projects with one lane open and two way traffic flow, such as bridge deck repairs, the temporary signal controller shall be capable of providing an adjustable all red clearance setting of up to 30 seconds in length. All controllers used for temporary traffic signals shall meet or exceed the requirements of Section 857 of the Standard Specifications with regards to internal time base coordination and preemption.

All temporary traffic signal cabinets shall have a closed bottom made of aluminum alloy. The bottom shall be sealed along the entire perimeter of the cabinet base to ensure a water, dust and insect-proof seal. The bottom shall provide a minimum of two (2) 100 mm (4 inch) diameter holes to run the electric cables through. The 100 mm (4 inch) diameter holes shall have a bushing installed to protect the electric cables and shall be sealed after the electric cables are installed.

Grounding shall be provided for the temporary traffic signal cabinet meeting or exceeding the applicable portions of the National Electrical Code, Section 807 of the Standard Specifications and shall meet the requirements of the District 1 Traffic Signal Specifications for "Grounding of Traffic Signal Systems".

All traffic signal sections and pedestrian signal sections shall be 300 mm (12 inches). The temporary traffic signal heads shall be placed as indicated on the temporary traffic signal plan or as directed by the Engineer. The Contractor shall furnish enough cable slack to relocate heads to any position on the span wire or at locations illustrated on the plans for construction staging. The temporary traffic signal shall remain in operation during all signal head relocations. Each temporary traffic signal head shall have its own cable from the controller cabinet to the signal head.

The existing system interconnect is to be maintained as part of the Temporary Traffic Signal Installation specified for on the plan. The interconnect shall be installed into the temporary controller cabinet as per the notes or details on the plans. All labor and equipment required to install and maintain the existing interconnect as part of the Temporary Traffic Signal Installation shall be incidental to the item Temporary Traffic Signal Installation.

All emergency vehicle preemption equipment (light detectors, light detector amplifiers, confirmation beacons, etc.) as shown on the temporary traffic signal plans shall be provided by the Contractor. It shall be the Contractor's responsibility to contact the municipality or fire district to verify the brand of emergency vehicle preemption equipment to be installed prior to the contract bidding. The equipment must be completely compatible with all components of the equipment currently in use by the Agency. All light operated systems shall operate at a uniform rate of 14.035 hz \pm 0.002, or as otherwise required by the Engineer, and provide compatible operation with other light systems currently being operated in the District. All labor and material required to install and maintain the Emergency Vehicle Preemption installation shall be incidental to the item Temporary Traffic Signal Installation.

All temporary traffic signal installations shall have vehicular detection installed as shown on the plans or as directed by the Engineer. Pedestrian push buttons shall be provided for all pedestrian signal heads/phases as shown on the plans or as directed by the Engineer. Minor cross streets shall have vehicular detection provided by Microwave Vehicle Sensors or Video Vehicle Detection System as shown on the plans or as directed by the Engineer. The microwave vehicle sensor or video vehicle detection system shall be approved by IDOT before furnishing and installing. The Contractor shall install, wire, and adjust the alignment of the microwave vehicle sensor or video vehicle detection system in accordance to the manufacturer's recommendations and requirements. The Contractor shall be responsible for adjusting the alignment of the microwave vehicle sensor or video vehicle detection system for all construction staging changes and for maintaining proper alignment throughout the project. A representative of the approved control equipment vendor shall be present and assist the contractor in setting up and maintaining the microwave vehicle sensor or video vehicle detection system.

All existing street name and intersection regulatory signs shall be removed from existing poles and relocated to the temporary signal span wire. If new mast arm assembly and pole(s) and posts are specified for the permanent signals, the signs shall be relocated to the new equipment at no extra cost.

The energy charges for the operation of the traffic signal installation shall be paid for by others if the installation replaces an existing signal. Otherwise charges shall be paid for under 109.05 of the Standard Specifications.

All control equipment for the temporary traffic signal(s) shall be furnished by the Contractor unless otherwise stated in the plans. On projects with multiple temporary traffic signal installations, all controllers shall be the same manufacturer brand and model number with current software installed.

Maintenance shall meet the requirements of the Traffic Specifications and District Specifications for "Maintenance of Existing Traffic Signal Installation." Maintenance of temporary signals and of the existing signals shall be incidental to the cost of this item. When temporary traffic signals are to be installed at locations where existing signals are presently operating, the Contractor shall be fully responsible for the maintenance of the existing signal installation as soon as he begins any physical work on the Contract or any portion thereof. Maintenance responsibility of the existing signals shall be incidental to the item Temporary Traffic Signal Installation(s). In addition, a minimum of seven (7) days prior to assuming maintenance of the existing traffic signal installation(s) under this Contract, the Contractor shall request that the Resident Engineer contact the Bureau of Traffic (847) 705-4139 for an inspection of the installation(s).

Temporary Traffic Signals for bridge projects shall follow the State Standards, Standard Specifications, District 1 Traffic Signal Specifications and any plans for Bridge Temporary Traffic Signals included in the plans. The installation shall meet the above requirements for "Temporary Traffic Signal Installation". In addition all electric cable shall be aerially suspended, at a minimum height of 5.5m (18 feet), on temporary wood poles (Class 5 or better) of 13.7 m (45 feet), minimum height. The signal heads shall be span wire mounted or bracket mounted to the wood pole or as directed by the Engineer. The Controller cabinet shall be mounted to the wood pole or as directed by the Engineer. Microwave vehicle sensors or video vehicle detection may be used in place of the detector loops as approved by the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price each for TEMPORARY TRAFFIC SIGNAL INSTALLATION. The price of which shall include all costs for the modifications required for traffic staging, changes in signal phasing as required in the Contract plans, microwave vehicle sensors, video vehicle detection system, any maintenance or adjustment to the microwave vehicle sensors/video vehicle detection system, all material required, the installation and complete removal of the temporary traffic signal.

REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT.

Add the following to Section 895.05 of the Standard Specifications:

The traffic signal equipment which is to be removed and is to become the property of the Contractor shall be disposed of by them outside the right-of-way at their expense.

All equipment to be returned to the State shall be delivered by the Contractor to the State's Traffic Signal Maintenance Contractor's main facility. The Contractor shall contact the State's Electrical Maintenance Contractor to schedule an appointment to deliver the equipment. No equipment will be accepted without a prior appointment. All equipment shall be delivered within 30 days of removing it from the traffic signal installation. The Contractor shall provide 5 copies of a list of equipment that is to remain the property of the State, including model and serial numbers, where applicable. He shall also provide a copy of the Contract plan or special provision showing the quantities and type of equipment. Controllers and peripheral equipment from the same location shall be boxed together (equipment from different locations may not be mixed) and all boxes and controller cabinets shall be clearly marked or labeled with the location from which they were removed. If equipment is not returned with these requirements, it will be rejected by the State's Electrical Maintenance Contractor. The Contractor shall be responsible

for the condition of the traffic signal equipment from the time he takes maintenance of the signal installation until the acceptance of a receipt drawn by the State's Electrical Maintenance Contractor indicating the items have been returned in good condition.

The Contractor shall safely store and arrange for pick up of all equipment to be returned to agencies other than the State. The Contractor shall package the equipment and provide all necessary documentation as stated above.

Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of these Specifications.

SECTION 1000 MATERIALS

PEDESTRIAN PUSH-BUTTON.

Add the following to Section 1074.02 (b) and (d) of the Standard Specifications to read:

(b) Push-button assemblies shall be a cast aluminum alloy Pelco Push-button station, or an approved equivalent.

(d) The assembly shall provide ADA push-buttons with one of the following signs: SF-1017, 1018 or 1020 - 5" x 7¾" (127 mm x 197 mm).

CONTROLLER CABINET AND PERIPHERAL EQUIPMENT.

Revise Section 1074.03 of the Standard Specifications to read:

Cabinets shall be designed for NEMA TS2 Type 1 operation. All cabinets shall be pre-wired for a minimum of eight (8) phases of vehicular, four (4) phases of pedestrian and four (4) phases of overlap operation.

- Cabinets – Provide 1/8" (3.2 mm) thick unpainted aluminum alloy 5052-H32. The surface shall be smooth, free of marks and scratches. All external hardware shall be stainless steel.
- Controller Harness – Provide a TS2 Type 2 "A" wired harness in addition to the TS2 Type 1 harness.
- Surge Protection – EDCO Model 1210 IRS with failure indicator.
- BIU – Containment screw required.
- Transfer Relays – Solid state or mechanical flash relays are acceptable.
- Switch Guards – All switches shall be guarded.
- Heating – Two (2) porcelain light receptacles with cage protection controlled by both a wall switch and a thermostat.
- Plan & Wiring Diagrams – 12" x 16" (3.05mm x 4.06mm) moisture sealed container attached to door.
- Detector Racks – Fully wired and labeled for four (4) channels of emergency vehicle pre-emption and sixteen channel (16) of vehicular operation.
- Field Wiring Labels – All field wiring shall be labeled.
- Field Wiring Termination – Approved channel lugs required.
- Power Panel – Provide a nonconductive shield.
- Circuit Breaker – The circuit breaker shall be sized for the proposed load but shall not be rated less than 30 amps.
- Police Door – Provide wiring and termination for plug in manual phase advance switch.
- Railroad Pre-Emption Test Switch – Eaton 8830K13 SHA 1250 or equivalent.

TRAFFIC ACTUATED CONTROLLER AND CABINET INTERCONNECTED WITH RAILROADS.

Add the following to Section 1074.03 of the Standard Specifications to read:

Cabinets shall be new and NEMA TS2 Type 1 design. In addition to the aforementioned District One equipment specifications, the following shall apply to railroad interconnected equipment:

Railroad interconnected controllers and cabinets shall be assembled only by an approved traffic signal equipment supplier. The equipment shall be tested and approved in the equipment suppliers District One facility prior to field installation.

Pedestrian clearance during railroad pre-emption shall be limited to a flashing don't walk interval in length to the vehicle yellow clearance interval and shall time concurrently with the vehicle yellow clearance.

The controller shall provide for immediate track clearance green re-service upon receipt of each subsequent pre-empt demand. During this re-service all normal vehicle clearance intervals, including red revert, will be respected.

The terminal facility shall be wired so as to provide supervision of all essential pre-emption components. This wiring shall cause the facility to transfer to or remain in flashing operation in the event any critical component is missing, not connected or failed. Interface relays shall be wired so as to be in the energized state during normal (non-pre-empt) operation. Failure of a relay coil shall open the supervision loop and cause the intersection to transfer to flashing operation. Each critical element such as controller harnesses and interface relays shall be wired to form a series loop which must be complete for normal operation.

A method of supervising the 3 conductor cable interconnecting the traffic and railroad facilities shall provide flashing operation during failed cable conditions. Upon detection of a failed railroad interconnect the controller shall provide one (1) track clearance green interval and shall enter flashing operation at end of track clearance yellow interval. Such flashing operation must be manually reset. The supervision circuit shall, within reason, be capable of detecting failure of the supervision circuit components themselves, and shall provide fail-safe operation upon such failure.

The interconnect to railroad facility shall be such that demand for pre-emption begins when the railroad flashers begin to flash and ends when railroad gates begin to rise.

An IDOT approved method of controller security shall be implemented to assure data integrity and to preclude changes to critical data. The method shall include a means for the controller to continuously verify controller/cabinet CRC match. The CRC will be developed based on pre-emptor entries, unit data (including phases in use, sequence and ring structure, etc.), overlap assignment and timing, firmware version, and any special memory content necessary to proper operation. Where data is stored in a data module a spare data module shall be provided to the Engineer.

A test switch shall be provided in the railroad circuit to initiate pre-emption. See cabinet specifications.

ELECTRIC CABLE.

Delete "or stranded, and No. 12 or" from the last sentence of Section 1076.04 (a) of the Standard Specifications.

MAST ARM ASSEMBLY AND POLE.

Add the following to Section 1077.03 (a) of the Standard Specifications:

Traffic signal mast arms shall be one piece construction, unless otherwise approved by the Engineer. All poles shall be galvanized. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization.

This work shall consist of furnishing and installing a galvanized steel or extruded aluminum shroud for protection of the mast arm pole base plate similar to the dimensions detailed in the "District 1 Standard Traffic Signal Design Details." The shroud shall be of sufficient strength to deter pedestrian and vehicular damage. The shroud shall allow air to circulate throughout the mast arm but not allow manifestation of insects or critters. The shroud shall be constructed, installed and designed not to be hazardous to probing fingers and feet. All mounting hardware shall be stainless steel. The shroud shall not be paid for separately but shall be included in the cost of the mast arm assembly and pole.

TRAFFIC SIGNAL POST.

Add the following to Section 1077.03 (b) of the Standard Specifications:

All posts and bases shall be steel and hot dipped galvanized. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization.

SIGNAL HEADS.

Add the following to Section 1078 of the Standard Specifications to read:

All signal and pedestrian heads shall provide 12" (300 mm) displays with glossy yellow or black polycarbonate housings. All head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all signal and/or pedestrian heads are being replaced, the proposed head housings shall be black. Where only selected heads are being replaced, the proposed head housing color (yellow or black) shall match existing head housings. Connecting hardware and mounting brackets shall be polycarbonate (black) or galvanized. A corrosive resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on. Post top mounting collars are required on all posts, and shall be constructed of the same material as the brackets.

Pedestrian signal heads shall be furnished with the international symbolic "Walking Person" and "Upraised Palm" lenses. Egg crate sun shields are not permitted.

Signal heads shall be positioned according to the "District 1 Standard Traffic Signal Design Details."

SIGNAL HEAD, BACKPLATE.

Delete 1st sentence of 1078.03 of the Standard Specifications and add "All backplates shall be aluminum and louvered".

INDUCTIVE LOOP DETECTOR.

Add the following to Section 1079.01 of the Standard Specifications:

Contracts requiring new cabinets shall provide for card mounted detector amplifiers. Loop amplifiers shall provide LCD displays with loop frequency, inductance, and change of inductance readings.

ILLUMINATED SIGN, LIGHT EMITTING DIODE.

Description. This work shall consist of furnishing and installing an illuminated sign with light emitting diodes.

General. The light emitting diode (LED) blank out signs shall be manufactured by National Sign & Signal Company, or an approved equal and consist of a weatherproof housing and door, LEDs and transformers.

Display. The LED blank out sign shall provide the correct symbol and color for "NO LEFT TURN" OR "NO RIGHT TURN" indicated in accordance with the requirements of the "Manual on Uniform Traffic Control Devices". The message shall be formed by rows of LEDs.

The message shall be clearly legible. The message shall be highly visible, anywhere and under any lighting conditions, within a 15 degree cone centered about the optic axis. The sign face shall be 24 inches (600 mm) by 24 inches (600 mm). The sign face shall be completely illegible when not illuminated. No symbol shall be seen under any ambient light condition when not illuminated.

All LEDs shall be T-1 3/4 (5mm) and have an expected lamplife of 100,000 hours. Operating wavelengths will be Red-626nm, Amber-590nm, and Bluish/Green-505nm. Transformers shall be rated for the line voltage with Class A insulation and weatherproofing. The sign shall be designed for operation over a range of temperatures from -35F to +165 F (-37C to +75C).

The LED module shall include the message plate, high intensity LEDs and LED drive electronics. Door panels shall be flat black and electrical connections shall be made via barrier-type terminal strip. All fasteners and hardware shall be corrosion resistant stainless steel.

Housing. The housing shall be constructed of extruded aluminum. All corners and seams shall be heli-arc welded to provide a weatherproof seal around the entire case. Hinges shall be continuous full-length stainless steel. Signs shall have stainless steel hardware and provide tool free access to the interior of the sign. Doors shall be 0.125-inch thick extruded aluminum with a 3/16-inch x 1-inch neoprene gasket and sun hood. The sign face shall have a polycarbonate, matte clear, lexan face plate. Drainage shall be provided by four drain holes at the corners of the housing. The finish on the sign housing shall include two coats of exterior enamel applied after the surface is acid-etched and primed with zinc-chromate primer.

Mounting hardware shall be black polycarbonate or galvanized steel and similar to mounting Signal Head hardware and brackets specified herein.

Basis of Payment. This work shall be paid for at the unit price each for ILLUMINATED SIGN, L.E.D.

GROUNDING EXISTING HANDHOLE FRAME AND COVER.

Description. This work shall consist of all materials and labor required to bond the equipment grounding conductor to the existing handhole frame and handhole cover. All installations shall meet the requirements of the details in the "District 1 Standard Traffic Signal Design Details" and applicable portions of the Specifications.

The equipment grounding conductor shall be bonded to the handhole frame and to the handhole cover. Two (2) ½-inch diameter x 1 ¼-inch long hex-head stainless steel bolts, spaced 1.75-inches apart center-to-center shall be fully welded to the frame and to the cover to accommodate a heavy duty Listed grounding compression terminal (Burndy type YGHA or approved equal). The grounding compression terminal shall be secured to the bolts with stainless steel split-lock washers and nylon-insert locknuts.

Welding preparation for the stainless steel bolt hex-head to the frame and to the cover shall include thoroughly cleaning the contact and weldment area of all rust, dirt and contaminants. The Contractor shall assure a solid strong weld. The welds shall be smooth and thoroughly cleaned of flux and spatter. The grounding installation shall not affect the proper seating of the cover when closed.

The grounding cable shall be paid for separately.

Method of Measurement. Units measured for payment will be counted on a per handhole basis, regardless of the type of handhole and its location.

Basis of Payment. This work shall be paid for at the contract unit price each for GROUNDING EXISTING HANDHOLE FRAME AND COVER which shall be payment in full for grounding the handhole complete.

RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM

This work shall consist of providing a revised Signal Coordination and Timing (SCAT) Report and implementing optimized timings to an existing previously optimized closed loop traffic signal system. This work is required due to the addition of a signalized intersection to an existing system or a modification of an existing signalized intersection which affects the quality of an existing system's operation. MAINTENANCE OF THE SUBJECT INTERSECTION SHALL NOT BE ACCEPTED BY THE DEPARTMENT UNTIL THIS WORK IS COMPLETED.

After the new signalized intersection is added or the existing signal is modified, the traffic signal system shall be re-optimized by an approved Consultant who has previous experience in optimizing Closed Loop Traffic Signal Systems for District 1 of the Illinois Department of Transportation. The Contractor shall contact the Area Traffic Signal Operations Engineer at (708) 705-4139 for a listing of approved Consultants.

A listing of existing signal equipment, interconnect information and existing phasing/timing patterns may be obtained from the Department if available and as appropriate. The existing SCAT Report is available for review at the District One office and if the Consultant provides blank floppy disks, copies containing software runs for the existing optimized system and a timing database that includes intersection displays will be made for the Consultant. The Consultant shall consult with the Area Traffic Signal Operations Engineer prior to optimizing the system to determine if any extraordinary conditions exist that would affect traffic flows in the vicinity of the system; in which case, the Consultant may be instructed to wait until the conditions return to normal or to follow specific instructions regarding the re-optimization.

Traffic counts shall be taken at the subject intersection a minimum of 30 days after the traffic signals are approved for operation by the Area Traffic signal Operations Engineer. Seven day/twenty-four hour automatic traffic recorder counts will be required and manual turning movement counts shall be conducted from 6:30 a.m. to 9:30 a.m., 11:00 a.m. to 1:00 p.m. and 3:30 p.m. to 6:30 p.m. on typical weekday from midday Monday to midday Friday, and if necessary, on the weekend. Additional manual turning movement counts may be necessary if heavy traffic flows exist during off peak hours. The turning movement counts shall identify cars, heavy vehicles, buses, and pedestrian movements.

A Capacity Analysis shall be conducted at the subject intersection to determine its level of service and degree of saturation. Appropriate signal timings shall be developed for the subject intersection and existing timings shall be utilized for the rest of the intersections in the system with minor adjustments if necessary. Changes to the cycle lengths and offsets for the entire system may be required due to the addition/modification of the subject intersection. Both volume and occupancy shall be considered when developing the re-optimized timing program. Signal system optimization analyses shall be conducted utilizing SYNCHRO, PASSER II, TRANSYT 7F, SIGNAL 2000 or other appropriate approved computer software.

If the system is being re-optimized due to the addition of a signalized intersection, all the intersections shall be re-addressed according to the current standard of District One. The proposed signal timing plan shall be forwarded to IDOT for review prior to implementation. The timing plan shall include a traffic responsive program and a time-of-day program which may be used as a back-up system. After downloading the system timings, the Consultant shall make fine tuning adjustments to the timing in the field to alleviate observed adverse operating conditions and to enhance operations.

The Consultant shall furnish to IDOT an original and two copies of the revised SCAT Report for the re-optimized system. The report shall contain the following: turning movement and automatic traffic recorder counts, capacity analyses for each count period, computer optimization analysis for each count period, proposed implementation plans and summaries including system description, analysis methodology, method of effectiveness comparison results and special recommendations and/or observations. The new report shall follow the format of the old report and shall incorporate all data from the old report which remains unchanged. Copies of the entire database including intersection displays and any other displays which the system software allows shall be furnished to IDOT and to IDOT's Traffic Signal Maintenance Contractor.

Basis of Payment. This work shall be paid for at the contract unit price per lump sum for RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, which price shall be payment in full for performing all work described herein.

UNIT DUCT.

All installations of Unit Duct shall be incidental to the contract and not paid for separately. Polyethylene unit duct shall be used for detector loop raceways to the handholes. On temporary traffic signal installations with detector loops, polyethylene unit duct shall be used for detector loop raceways from the saw-cut to (3 m) 10' up the wood pole, unless otherwise shown on the plans. Unit duct shall meet the requirements of NEC Article 343.

SIGNAL HEAD, LIGHT EMITTING DIODE.

a) General:

- 1) Signal Head, Light Emitting Diode (LED), 1 Face, (All Section Quantities), (All Mounting Types) shall meet the requirements of Sections 880 and 881 and Articles 1078.01 and 1078.02 of the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2002, with the following modifications:
- 2) All signal and pedestrian heads shall be 300 mm (12") glossy black polycarbonate. Connecting hardware and mounting brackets shall be polycarbonate (black) or galvanized. A corrosive resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on. Post top mounting collars are required on all posts, and shall be constructed of the same material as the brackets.
- 3) The optical unit of all traffic signal and pedestrian head sections shall be light emitting diodes (LEDs) instead of incandescent bulbs. Each signal head shall conform fully to the "Interim Purchase Specification of the Institute of Transportation Engineers (ITE) for LED Vehicle Traffic Signal Modules" published July, 1998, or applicable successor ITE specification.
- 4) The lens of each signal indication shall be tinted with a wavelength-matched color to reduce sun phantom effect and enhance on/off contrast. The tinting shall be uniform across the lens face. Polymeric lens shall provide a surface coating applied to provide abrasion resistance.
- 5) Each pedestrian signal LED module shall provide the ability to actuate the outlined upraised hand and the outlined walking person on one 12-inch (300mm) section. Two (2) sections shall be installed. The top section shall be wired to illuminate only the upraised hand and the bottom section shall be the walking man. "Egg Crate" type sun shields are not permitted. All figures must be a minimum of 9 inches (225mm) in height and easily identified from a distance of 120-feet (36.6m).
- 6) The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.
- 7) In the event of a power outage, light output from the LED modules shall cease instantaneously.
- 8) In addition to conforming with the requirements for circular LED signal modules, LED arrow indication modules shall meet existing specifications stated in the ITE Standard: "Vehicle Traffic Control Signal Heads," section 9.01. The LEDs arrow indication shall be a solid display with a minimum of three (3) outlining rows of LEDs and at least one (1) fill row of LEDs. The LEDs shall be spread evenly across the illuminated portion of the arrow area.
- 9) The LED signal modules shall be replaced or repaired if an LED signal module fails to function as intended due to workmanship or material defects within the first 60 months from the date of delivery. LED signal modules which exhibit luminous intensities less than the minimum values specified in Section 4.1.1 of the Interim Purchase Specification of the ITE for LED Vehicle Traffic Signal Modules within the first 60 months of the date of delivery shall be replaced or repaired. The manufacturer's written warranty for the

LED signal modules shall be dated, signed by an Officer of the company and included in the product submittal to the State.

- 10) Each module shall consist of an assembly that utilizes LEDs as the light source in lieu of an incandescent lamp for use in traffic signal sections.
- 11) The LEDs utilized in the modules shall be AlInGaP technology for red, yellow, Portland orange (pedestrian) and white (pedestrian) indications, and GaN for green indications, and shall be the ultra bright type rated for 100,000 hours of continuous operation from -40°C to +74°C.
- 12) The individual LEDs shall be wired such that a catastrophic loss or the failure of one or more LED will not result in the loss of the entire module.

b) Electrical

- 1) Maximum power consumption for LED modules is per Table 1.
- 2) LED modules will have EPA Energy Star compliance ratings, if applicable to that shape, size and color.
- 3) The modules shall operate from a 60 HZ \pm 3 HZ AC line over a voltage ranging from 95 volts to 135 volts. The fluctuations of line voltage shall have no visible effect on the luminous intensity of the indications.
- 4) Operating voltage of the modules shall be 120 VAC. All parameters shall be measured at this voltage.
- 5) The LED signal module shall have a power factor of 0.90 or greater.
- 6) Total harmonic distortion (current and voltage) induced into an AC power line by a LED signal module shall not exceed 20 percent.
- 7) The signal module on-board circuitry shall include voltage surge protection to withstand high-repetition noise transients as stated in Section 2.1.6 of NEMA Standard TS-2, 1992.
- 8) The LED circuitry shall prevent perceptible flicker to the unaided eye over the voltage range specified above.
- 9) All wiring and terminal blocks shall meet the requirements of Section 13.02 of the ITE Publication: Equipment and Material Standards, Chapter 2 (Vehicle Traffic Control Signal Heads).
- 10) The modules shall be operationally compatible with currently used controller assemblies (solid state load switches, flashers, and conflict monitors).
- 11) When a current of 20 mA AC (or less) is applied to the unit, the voltage read across the two leads shall be 15 VAC or less.
- 12) The modules and associated on-board circuitry must meet Class A emission limits referred in Federal Communications Commission (FCC) Title 47, SubPart B, Section 15 regulations concerning the emission of electronic noise.

c) Photometric Requirements

- 1) The minimum initial luminous intensity values for the modules shall be as stated in Table 2 and/or Table 4 at 25°C.
- 2) The modules shall meet or exceed the illumination values as shown in Table 3 and/or Table 4, throughout the useful life based on normal use in a traffic signal operation over the operating temperature range.
- 3) The measured chromaticity coordinates of the modules shall conform to the chromaticity requirements of Table 5, throughout the useful life over the operating temperature range.

d) Environmental Requirements

- 1) The LED signal module shall be rated for use in the operating temperature range of -40°C (-40°F) to +74°C (+165°F). The modules shall meet all specifications throughout this range.
- 2) The LED signal module shall be protected against dust and moisture intrusion per the requirements of NEMA Standard 250-1991 for Type 4 enclosures to protect all internal components.

e) Construction

- 1) The LED signal module shall be a single, self-contained device, not requiring on-site assembly for installation. The power supply for the module shall be integral to the unit.
- 2) The circuit board and power supply shall be contained inside the module.
- 3) The assembly and manufacturing process for the LED signal assembly shall be designed to assure all internal components are adequately supported to withstand mechanical shock and vibration from high winds and other sources.

f) Materials

- 1) Material used for the lens and signal module construction shall conform to ASTM specifications for the materials.
- 2) Enclosures containing either the power supply or electronic components of the signal module shall be made of UL94VO flame retardant materials. The lens of the signal module is excluded from this requirement.

g) Traffic Signal and Pedestrian LED Module Identification

- 1) Each module shall have the manufacturer's name, trademark, model number, serial number, date of manufacture (month-year), and lot number as identification permanently marked on the back of the module.
- 2) The following operating characteristics shall be permanently marked on the back of the module: rated voltage and rated power in Watts and Volt-Ampere.

- 3) Each module shall have a symbol of the type of module (i.e. circle, arrow, etc.) in the color of the module. The symbol shall be 25.4 mm (one inch) in diameter. Additionally, the color shall be written out in 12.7mm (½ in) letters next to the symbol.
- 4) If a specific mounting orientation is required, each module shall have prominent and permanent marking(s) for correct indexing and orientation within a signal housing. The markings shall consist of an up arrow, or the word "UP" or "TOP".

h) Traffic Signal LED Module

- 1) Modules can be manufactured under this specification for the following faces:
 - a 300 mm (12-inch) circular, multi-section
 - b 300 mm (12-inch) arrow, multi-section
 - c 300 mm (12-inch) pedestrian, 2 sections
- 2) The maximum weight of a module shall be 1.8 kg (4 lbs.).
- 3) Each module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.), and shall be weather proof after installation and connection.

i) Retrofit Traffic Signal Module

- 1) The following specification requirements apply to the Retrofit module only. All general specifications apply unless specifically superseded in this section.
 - 2) Retrofit modules can be manufactured under this specification for the following faces:
 - a 300 mm (12-inch) circular, multi-section
 - b 300 mm (12-inch) arrow, multi-section
 - c 300 mm (12-inch) pedestrian, 2 sections
 - 3) The module shall fit into existing traffic signal section housings built to the specifications detailed in ITE Publication: Equipment and Material Standards, Chapter (Vehicle Traffic Control Signal Heads).
 - 4) Each Retrofit module shall be designed to be installed in the doorframe of a standard traffic signal housing. The Retrofit module shall be sealed in the doorframe with a one-piece EPDM (ethylene propylene rubber) gasket.
 - 5) The maximum weight of a Retrofit module shall be 1.8 kg (4 lbs.).
 - 6) Each Retrofit module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.), and shall be weather proof after installation and connection.
 - 7) The lens of the Retrofit module shall be integral to the unit, shall be convex with a smooth outer surface and made of plastic or of glass.
- j) Two secured, color coded, 600 V, 20 AWG minimum, jacketed wires, conforming to the National Electric Code, rated for service at +105°C, are to be provided for electrical connection for each LED signal module. Conductors for modules, including Retrofit modules, shall be 39.4-inches (1m) in length, with quick disconnect terminals attached.

k) Lens

- 1) The lens of the module shall be tinted and integral to the unit, convex with a smooth outer surface and made of plastic.
 - 2) The use of tinting or other materials to enhance ON/OFF contrasts shall not affect chromaticity and shall be uniform across the face of the lens.
 - 3) The LED signal module lens shall be UV stabilized and shall be capable of withstanding ultraviolet (direct sunlight) exposure for a minimum period of 60 months without exhibiting evidence of deterioration.
 - 4) The polymeric lens shall have a surface coating or chemical surface treatment to provide front surface abrasion resistance.
- l) The following specification requirements apply to the 12-inch (300 mm) arrow module only. All general specifications apply unless specifically superceded in this section.
- 1) The arrow module shall meet specifications stated in Section 9.01 of the ITE Publication: Equipment and Material Standards, Chapter 2 (Vehicle Traffic Control Signal Heads) for arrow indications.
 - 2) The LEDs shall be spread evenly across the illuminated portion of the arrow area.
- m) The following specification requirements apply to the 12-inch (300 mm) PV module only. All general specifications apply unless specifically superceded in this section:
- 1) The module shall be a module designed and constructed to be installed in a programmed visibility (PV) signal housing without modification to the housing.
 - 2) The LEDs shall be spread evenly across the module.

Basis of Payment. This item shall be paid for at the contract unit price each for SIGNAL HEAD, LED, of the type specified, which price shall be payment in full for furnishing the equipment described above including signal head, LED(s) modules, all mounting hardware, and installing them in satisfactory operating condition.

The type specified will indicate the number of signal faces, the number of signal sections, and the method of mounting.

Pedestrian head(s) shall be paid for at the contract unit price each for PEDESTRIAN SIGNAL HEAD, LED, of the type specified and of the particular kind of material when specified.

The type specified will indicate the number of faces and the method of mounting.

When installed in an existing signal head, this item shall be paid for at the contract unit price each for SIGNAL HEAD, LED of the type specified, RETROFIT, which price shall be payment in full for furnishing the equipment described above including LED(s) modules, all mounting hardware, and installing them in satisfactory operating condition.

The type specified will indicate the number of signal faces, the number of signal sections, and the method of mounting.

When installed in an existing signal head, this item shall be paid for at the contract unit price each for PEDESTRIAN SIGNAL HEAD, LED, of the type specified, RETROFIT, which price shall be payment in full for furnishing the equipment described above including LED(s) modules, all mounting hardware, and installing them in satisfactory operating condition.

The type specified will indicate the number of faces and the method of mounting.

TABLES

Table 1 Maximum Power Consumption (in Watts)

| | Red | | Yellow | | Green | |
|---------------------------|----------------------|------|--------------|------|-------|------|
| | 25°C | 74°C | 25°C | 74°C | 25°C | 74°C |
| 300 mm (12-inch) circular | 11 | 17 | 22 | 25 | 15 | 15 |
| 300 mm (12-inch) arrow | 9 | 12 | 10 | 12 | 11 | 11 |
| Pedestrian Indication | Hand-Portland Orange | | Person-White | | | |
| | 6.2 | | 6.3 | | | |

Table 2 Minimum Initial Intensities for Circular Indications (in cd)

| Angle(v,h) | 300 mm (12-inch) | | |
|-------------|------------------|--------|-------|
| | Red | Yellow | Green |
| 2.5, ±2.5 | 399 | 798 | 798 |
| 2.5, ±7.5 | 295 | 589 | 589 |
| 2.5, ±12.5 | 166 | 333 | 333 |
| 2.5, ±17.5 | 90 | 181 | 181 |
| 7.5, ±2.5 | 266 | 532 | 532 |
| 7.5, ±7.5 | 238 | 475 | 475 |
| 7.5, ±12.5 | 171 | 342 | 342 |
| 7.5, ±17.5 | 105 | 209 | 209 |
| 7.5, ±22.5 | 45 | 90 | 90 |
| 7.5, ±27.5 | 19 | 38 | 38 |
| 12.5, ±2.5 | 59 | 119 | 119 |
| 12.5, ±7.5 | 57 | 114 | 114 |
| 12.5, ±12.5 | 52 | 105 | 105 |
| 12.5, ±17.5 | 40 | 81 | 81 |
| 12.5, ±22.5 | 26 | 52 | 52 |
| 12.5, ±27.5 | 19 | 38 | 38 |
| 17.5, ±2.5 | 26 | 52 | 52 |
| 17.5, ±7.5 | 26 | 52 | 52 |
| 17.5, ±12.5 | 26 | 52 | 52 |
| 17.5, ±17.5 | 26 | 52 | 52 |
| 17.5, ±22.5 | 24 | 48 | 48 |
| 17.5, ±27.5 | 19 | 38 | 38 |

Table 3 Maintained Minimum Intensities for Circular Indications (in cd)

| Angle(v,h) | 300 mm (12-inch) | | |
|-------------|------------------|--------|-------|
| | Red | Yellow | Green |
| 2.5, ±2.5 | 339 | 678 | 678 |
| 2.5, ±7.5 | 251 | 501 | 501 |
| 2.5, ±12.5 | 141 | 283 | 283 |
| 2.5, ±17.5 | 77 | 154 | 154 |
| 7.5, ±2.5 | 226 | 452 | 452 |
| 7.5, ±7.5 | 202 | 404 | 404 |
| 7.5, ±12.5 | 145 | 291 | 291 |
| 7.5, ±17.5 | 89 | 178 | 178 |
| 7.5, ±22.5 | 38 | 77 | 77 |
| 7.5, ±27.5 | 16 | 32 | 32 |
| 12.5, ±2.5 | 50 | 101 | 101 |
| 12.5, ±7.5 | 48 | 97 | 97 |
| 12.5, ±12.5 | 44 | 89 | 89 |
| 12.5, ±17.5 | 34 | 69 | 69 |
| 12.5, ±22.5 | 22 | 44 | 44 |
| 12.5, ±27.5 | 16 | 32 | 32 |
| 17.5, ±2.5 | 22 | 44 | 44 |
| 17.5, ±7.5 | 22 | 44 | 44 |
| 17.5, ±12.5 | 22 | 44 | 44 |
| 17.5, ±17.5 | 22 | 44 | 44 |
| 17.5, ±22.5 | 20 | 41 | 41 |
| 17.5, ±27.5 | 16 | 32 | 32 |

Table 4 Minimum Initial & Maintained Intensities for Arrow and Pedestrian Indications (in cd/m²)

| | Red | Yellow | Green |
|------------------|-------|--------|--------|
| Arrow Indication | 5,500 | 11,000 | 11,000 |

Table 5 Chromaticity Standards (CIE Chart) Section 8.04 of

| | |
|--------|---|
| Red | Y: not greater than 0.308, or less than 0.998 - x |
| Yellow | Y: not less than 0.411, nor less than 0.995 - x, |
| Green | Y: Not less than 0.506 - .519x, nor less than 0.150 + 1.068x, nor more than 0.730 - x |

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> |
|------------------------|-------------|---|--|
| Comcast | Cable | North ROW of Algonquin, East ROW of Ela Rd | Possible conflict given, no given date |
| AT&T | Telephone | North ROW of Algonquin | No conflicts |

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.

AGGREGATE SHIPPING TICKETS (BDE)

Effective: January 1, 2006

Add the following to Article 1003.01 of the Standard Specifications:

- "(f) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Designation of Aggregate Information on Shipping Tickets"."

Add the following to Article 1004.01 of the Standard Specifications:

- "(f) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Designation of Aggregate Information on Shipping Tickets"."

Add the following to Article 1005.01 of the Supplemental Specifications:

- "(d) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Designation of Aggregate Information on Shipping Tickets"."

80156

CURING AND PROTECTION OF CONCRETE CONSTRUCTION (BDE)

Effective: January 1, 2004

Revised: November 1, 2005

Revise the second and third sentences of the eleventh paragraph of Article 503.06 of the Standard Specifications to read:

"Forms on substructure units shall remain in place at least 24 hours. The method of form removal shall not result in damage to the concrete."

Delete the twentieth paragraph of Article 503.22 of the Standard Specifications.

Revise the "Unit Price Adjustments" table of Article 503.22 of the Standard Specifications to read:

| "UNIT PRICE ADJUSTMENTS" | |
|--|----------------------------------|
| Type of Construction | Percent Adjustment in Unit Price |
| For concrete in substructures, culverts (having a waterway opening of more than 1 sq m (10 sq ft)), pump houses, and retaining walls (except concrete pilings, footings and foundation seals): | |
| When protected by: | |
| Protection Method II | 115% |
| Protection Method I | 110% |
| For concrete in superstructures: | |
| When protected by: | |
| Protection Method II | 123% |
| Protection Method I | 115% |
| For concrete in footings: | |
| When protected by: | |
| Protection Method I, II or III | 107% |
| For concrete in slope walls: | |
| When protected by: | |
| Protection Method I | 107% |

Delete the fourth paragraph of Article 504.05(a) of the Standard Specifications.

Revise the second and third sentences of the fifth paragraph of Article 504.05(a) of the Standard Specifications to read:

"All test specimens shall be cured with the units according to Article 1020.13."

Revise the first paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"Curing and Low Air Temperature Protection. The curing and protection for precast, prestressed concrete members shall be according to Article 1020.13 and this Article."

Revise the first sentence of the second paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“For curing, air vents shall be in place and shall be so arranged that no water can enter the void tubes during the curing of the members.”

Revise the first sentence of the third paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“As soon as each member is finished, the concrete shall be covered with curing material according to Article 1020.13.”

Revise the eighth paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“The prestressing force shall not be transferred to any member before the concrete has attained the compressive strength of 28,000 kPa (4000 psi) or other higher compressive release strength specified on the plans, as determined from tests of 150 mm (6 in.) by 300 mm (12 in.) cylinders cured with the member according to Article 1020.13. Members shall not be shipped until 28-day strengths have been attained and members have a yard age of at least 4 days.”

Delete the third paragraph of Article 512.03(a) of the Standard Specifications.

Delete the last sentence of the second paragraph of Article 512.04(d) of the Standard Specifications.

Revise the "Index Table of Curing and Protection of Concrete Construction" table of Article 1020.13 of the Standard Specifications to read:

| "INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION" | | | |
|---|--|---|--|
| TYPE OF CONSTRUCTION | CURING METHODS | CURING PERIOD DAYS | LOW AIR TEMPERATURE PROTECTION METHODS |
| Cast-in-Place Concrete: ^{11/} | | | |
| Pavement | | | |
| Shoulder | 1020.13(a)(1)(2)(3)(4)(5) ^{3/ 5/} | 3 | 1020.13(c) |
| Base Course | | | |
| Base Course Widening | 1020.13(a)(1)(2)(3)(4)(5) ^{1/ 2/} | 3 | 1020.13(c) |
| Driveway | | | |
| Median | | | |
| Curb | | | |
| Gutter | 1020.13(a)(1)(2)(3)(4)(5) ^{4/ 5/} | 3 | 1020.13(c) ^{16/} |
| Curb and Gutter | | | |
| Sidewalk | | | |
| Slope Wall | | | |
| Paved Ditch | | | |
| Catch Basin | | | |
| Manhole | 1020.13(a)(1)(2)(3)(4)(5) ^{4/} | 3 | 1020.13(c) |
| Inlet | | | |
| Valve Vault | | | |
| Pavement Patching | 1020.13(a)(1)(2)(3)(4)(5) ^{2/} | 3 ^{12/} | 1020.13(c) |
| Pavement Replacement | 1020.13(a)(1)(2)(3)(4)(5) ^{1/ 2/} | 3 | 442.06(h) and 1020.13(c) |
| Railroad Crossing | 1020.13(a)(3)(5) | 1 | 1020.13(c) |
| Piles | 1020.13(a)(3)(5) | 7 | 1020.13(e)(1)(2)(3) |
| Footings | | | |
| Foundation Seals | 1020.13(a)(1)(2)(3)(4)(5) ^{4/ 6/} | 7 | 1020.13(e)(1)(2)(3) |
| Substructure | 1020.13(a)(1)(2)(3)(4)(5) ^{1/ 7/} | 7 | 1020.13(e)(1)(2)(3) |
| Superstructure (except deck) | 1020.13(a)(1)(2)(3)(5) ^{8/} | 7 | 1020.13(e)(1)(2) |
| Deck | 1020.13(a)(5) | 7 | 1020.13(e)(1)(2) ^{17/} |
| Retaining Walls | 1020.13(a)(1)(2)(3)(4)(5) ^{1/ 7/} | 7 | 1020.13(e)(1)(2) |
| Pump Houses | 1020.13(a)(1)(2)(3)(4)(5) ^{1/} | 7 | 1020.13(e)(1)(2) |
| Culverts | 1020.13(a)(1)(2)(3)(4)(5) ^{4/ 6/} | 7 | 1020.13(e)(1)(2) ^{18/} |
| Other Incidental Concrete | 1020.13(a)(1)(2)(3)(5) | 3 | 1020.13(c) |
| Precast Concrete: ^{11/} | | | |
| Bridge Beams | | | |
| Piles | | | |
| Bridge Slabs | 1020.13(a)(3)(5) ^{9/ 10/} | As required. ^{13/} | 504.06(c)(6), 1020.13(e)(2) ^{19/} |
| Nelson Type Structural Member | | | |
| All Other Precast Items | 1020.13(a)(3)(4)(5) ^{2/ 9/ 10/} | As required. ^{14/} | 504.06(c)(6), 1020.13(e)(2) ^{19/} |
| Precast, Prestressed Concrete: ^{11/} | | | |
| All Items | 1020.13(a)(3)(5) ^{9/ 10/} | Until strand tensioning is released. ^{15/} | 504.06(c)(6), 1020.13(e)(2) ^{19/} |

Notes-General:

- 1/ Type I, membrane curing only
- 2/ Type II, membrane curing only
- 3/ Type III, membrane curing only
- 4/ Type I, II and III membrane curing
- 5/ Membrane curing will not be permitted between November 1 and April 15.
- 6/ The use of water to inundate footings, foundation seals or the bottom slab of culverts is permissible when approved by the Engineer, provided the water temperature can be maintained at 7 °C (45 °F) or higher.
- 7/ Asphalt Emulsion for Waterproofing may be used in lieu of other curing methods when specified and permitted according to Article 503.18.
- 8/ On non-traffic surfaces which receive protective coat according to Article 503.19, a linseed oil emulsion curing compound may be used as a substitute for protective coat and other curing methods. The linseed emulsion curing compound will be permitted between April 16 and October 31 of the same year, provided it is applied with a mechanical sprayer according to Article 1101.09 (b), and meets the material requirements of Article 1022.07.
- 9/ Steam curing (heat and moisture) is acceptable and shall be accomplished by the method specified in Article 504.06(c)(6).
- 10/ A moist room according to AASHTO M 201 is acceptable for curing.
- 11/ If curing is required and interrupted because of form removal for cast-in-place concrete items, precast concrete products, or precast prestressed concrete products, the curing shall be resumed within two hours from the start of the form removal.
- 12/ Curing maintained only until opening strength is attained, with a maximum curing period of three days.
- 13/ The curing period shall end when the concrete has attained the mix design strength. The producer has the option to discontinue curing when the concrete has attained 80 percent of the mix design strength or after seven days. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 14/ The producer shall determine the curing period or may elect to not cure the product. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 15/ The producer has the option to continue curing after strand release.
- 16/ When structural steel or structural concrete is in place above slope wall, Article 1020.13(c) shall not apply. The protection method shall be according to Article 1020.13(e)(1).
- 17/ When Article 1020.13(e)(2) is used to protect the deck, the housing may enclose only the bottom and sides. The top surface shall be protected according to Article 1020.13(e)(1).
- 18/ For culverts having a waterway opening of 1 sq m (10 sq ft) or less, the culverts may be protected according to Article 1020.13(e)(3).
- 19/ The seven day protection period in the first paragraph of Article 1020.13(e)(2) shall not apply. The protection period shall end when curing is finished. For the third paragraph of Article 1020.13(e)(2), the decrease in temperature shall be according to Article 504.06(c)(6)."

Add the following to Article 1020.13(a) of the Standard Specifications:

"(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry cotton mats. The cotton mats shall be placed in a manner which will not mar the concrete surface. A texture resulting from the cotton mat material is acceptable. The cotton mats shall then be wetted immediately and thoroughly soaked with a gentle spray of water. For bridge decks, a foot bridge shall be used to place and wet the cotton mats.

The cotton mats shall be maintained in a wetted condition until the concrete has hardened sufficiently to place soaker hoses without marring the concrete surface. The soaker hoses shall be placed on top of the cotton mats at a maximum 1.2 m (4 ft) spacing. The cotton mats shall be kept wet with a continuous supply of water for the remainder of the curing period. Other continuous wetting systems may be used if approved by the Engineer.

After placement of the soaker hoses, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets.

For construction items other than bridge decks, soaker hoses or a continuous wetting system will not be required if the alternative method keeps the cotton mats wet. Periodic wetting of the cotton mats is acceptable.

For areas inaccessible to the cotton mats on bridge decks, curing shall be according to Article 1020.13(a)(3)."

Revise the first paragraph of Article 1020.13(c) of the Standard Specifications to read:

"Protection of Portland Cement Concrete, Other Than Structures, From Low Air Temperatures. When the official National Weather Service forecast for the construction area predicts a low of 0 °C (32 °F), or lower, or if the actual temperature drops to 0 °C (32 °F), or lower, concrete less than 72 hours old shall be provided at least the following protection:"

Delete Article 1020.13(d) and Articles 1020.13(d)(1),(2),(3),(4) of the Standard Specifications.

Revise the first five paragraphs of Article 1020.13(e) of the Standard Specifications to read:

"Protection of Portland Cement Concrete Structures From Low Air Temperatures. When the official National Weather Service Forecast for the construction area predicts a low below 7 °C (45 °F), or if the actual temperature drops below 7 °C (45 °F), concrete less than 72 hours old shall be provided protection. Concrete shall also be provided protection when placed during the winter period of December 1 through March 15. Concrete shall not be placed until the materials, facilities, and equipment for protection are approved by the Engineer.

When directed by the Engineer, the Contractor may be required to place concrete during the winter period. If winter construction is specified, the Contractor shall proceed with the construction, including concrete, excavation, pile driving, steel erection, and all appurtenant work required for the complete construction of the item, except at times when weather conditions make such operations impracticable.

Regardless of the precautions taken, the Contractor shall be responsible for protection of the concrete placed and any concrete damaged by cold temperatures shall be removed and replaced at no additional cost to the Department."

Add the following at the end of the third paragraph of Article 1020.13(e)(1) of the Standard Specifications:

"The Contractor shall provide means for checking the temperature of the surface of the concrete during the protection period."

Revise the second sentence of the first paragraph of Article 1020.13(e)(2) of the Standard Specifications to read:

"The Contractor shall provide means for checking the temperature of the surface of the concrete or air temperature within the housing during the protection period."

Delete the last sentence of the first paragraph of Article 1020.13(e)(3) of the Standard Specifications.

Add the following Article to Section 1022 of the Standard Specifications:

"1022.06 Cotton Mats. Cotton mats shall consist of a cotton fill material, minimum 400 g/sq m (11.8 oz/sq yd), covered with unsized cloth or burlap, minimum 200 g/sq m (5.9 oz/sq yd), and be tufted or stitched to maintain stability.

Cotton mats shall be in a condition satisfactory to the Engineer. Any tears or holes in the mats shall be repaired."

Add the following Article to Section 1022 of the Standard Specifications:

"1022.07 Linseed Oil Emulsion Curing Compound. Linseed oil emulsion curing compound shall be composed of a blend of boiled linseed oil and high viscosity, heavy bodied linseed oil emulsified in a water solution. The curing compound shall meet the requirements of a Type I according to Article 1022.01, except the drying time requirement will be waived. The oil phase shall be 50 ± 4 percent by volume. The oil phase shall consist of 80 percent by mass (weight) boiled linseed oil and 20 percent by mass (weight) Z-8 viscosity linseed oil. The water phase shall be 50 ± 4 percent by volume."

Revise Article 1020.14 of the Standard Specifications to read:

"1020.14 Temperature Control for Placement. Temperature control for concrete placement shall be according to the following.

- (a) Temperature Control other than Structures. The temperature of the concrete immediately before placement shall be a minimum of 10 °C (50 °F) and a maximum of 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

Plastic concrete temperatures up to 35 °C (96 °F), as placed, may be permitted provided job site conditions permit placement and finishing without excessive use of water on and/or overworking of the surface. The occurrence within 24 hours of unusual surface distress shall be cause to revert to a maximum 32 °C (90 °F) plastic concrete temperature.

Concrete shall not be placed when the air temperature is below 5 °C (40 °F) and falling or below 2 °C (35 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to between 20 °C (70 °F) and 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

For pavement patching, refer to Article 442.06(e) for additional information on temperature control for placement.

- (b) Temperature Control for Structures. The temperature of the concrete, as placed in the forms, shall be a minimum of 10 °C (50 °F) and a maximum of 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits. When insulated forms are used, the temperature of the concrete mixture shall not exceed 25 °C (80 °F). If the Engineer determines that heat of hydration might cause excessive temperatures in the concrete, the concrete shall be placed at a temperature between 10 °C (50 °F) and 15 °C (60 °F). When concrete is placed in contact with previously placed concrete, the temperature of the concrete may be increased as required to offset anticipated heat loss.

Concrete shall not be placed when the air temperature is below 7 °C (45 °F) and falling or below 4 °C (40 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to between 20 °C (70 °F) and 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

- (c) Temperature. The concrete temperature shall be determined according to ASTM C 1064."

80114

DETECTABLE WARNINGS (BDE)

Effective: August 1, 2005

Replace Articles 424.08 – 424.12 of the Standard Specifications with the following:

424.08 Curb Ramps. Curb ramps shall be constructed according to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Illinois Accessibility Code, and as shown on the plans.

Curb ramps shall be constructed to the same thickness as the adjacent sidewalk with a minimum thickness of 100 mm (4 in.).

424.09 Detectable Warnings. Detectable warnings shall consist of a surface of truncated domes meeting the requirements of the ADAAG and the details shown on the plans.

Detectable warnings shall be installed at curb ramps, medians and pedestrian refuge islands, at-grade railroad crossings, transit platform edges, and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances when permanent traffic control devices are present. The installation shall be an integral part of the walking surface and only the actual domes shall project above the walking surface.

The product or method used for installing detectable warnings shall come with the following documents which shall be given to the Engineer prior to use.

- (a) Manufacturer's certification stating the product is fully compliant with the ADAAG.
- (b) Manufacturer's five year warranty.
- (c) Manufacturer's specifications stating the required materials, equipment, and installation procedures.

Products that are colored shall be colored their entire thickness.

The materials, equipment, and installation procedures used shall be according to the manufacturer's specifications.

424.10 Backfill. After the concrete has been cured, the spaces along the edges of the sidewalk and ramps shall be backfilled with approved material. The material shall be compacted until firm and the surface neatly graded.

424.11 Disposal of Surplus Material. Surplus or waste material shall be disposed of according to Article 202.03.

424.12 Method of Measurement. This work will be measured for payment in place and the area computed in square meters (square feet). Curb ramps will be measured for payment as sidewalk. No deduction will be made for detectable warnings located within the ramp.

Detectable warnings will be measured for payment in place and the area computed in square meters (square feet).

Earth excavation will be measured for payment according to Article 202.07.

424.13 Basis of Payment. This work will be paid for at the contract unit price per square meter (square foot) for PORTLAND CEMENT CONCRETE SIDEWALK, of the thickness specified.

Detectable warnings will be paid for at the contract unit price per square meter (square foot) for DETECTABLE WARNINGS.

Earth excavation will be paid for according to Article 202.08."

80146

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Effective: September 1, 2000

Revised: June 22, 2005

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

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100% 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% state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

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

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

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

unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 15 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

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

- (a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven (7) working days after the date of letting. To meet the seven (7) day requirement, the bidder may send the Plan by certified mail or delivery service within the seven (7) working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven (7) working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven (7) day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other

bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

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

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments

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

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

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary

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

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

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own

organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five (5) working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen

Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

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

- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (e) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

EXPANSION JOINTS (BDE)

Effective: August 1, 2003

Add the following paragraph after the second paragraph of Article 420.10(e) of the Standard Specifications:

"After the dowel bars are oiled, plastic expansion caps shall be secured to the bars maintaining a minimum expansion gap of 50 mm (2 in.) between the end of the bar and the end of the cap. The caps shall fit snugly on the bar and the closed end shall be watertight. For expansion joints formed using dowel bar basket assemblies, the caps shall be installed on the alternating free ends of the bars. For expansion joints formed using a construction header, the caps shall be installed on the exposed end of each bar once the header has been removed and the joint filler material has been installed."

80103

FLAGGER VESTS (BDE)

Effective: April 1, 2003

Revised: January 1, 2006

Revise the first sentence of Article 701.04(c)(1) of the Standard Specifications to read:

"The flagger shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-2004 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e)."

Revise Article 701.04(c)(6) of the Standard Specifications to read:

"(6) Nighttime Flagging. Flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 108 lux (10 fc) measured 300 mm (1 ft) out from the flagger's chest. The bottom of any luminaire shall be a minimum of 3 m (10 ft) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties.

The flagger vest shall be a fluorescent orange or fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 3 garments."

80101

FREEZE-THAW RATING (BDE)

Effective: November 1, 2002

Revise the first sentence of Article 1004.02(f) of the Standard Specifications to read:

“When coarse aggregate is used to produce portland cement concrete for base course, base course widening, pavement, driveway pavement, sidewalk, shoulders, curb, gutter, combination curb and gutter, median, paved ditch or their repair using concrete, the gradation permitted will be determined from the results of the Department’s Freeze-Thaw Test.”

80079

HAND VIBRATOR (BDE)

Effective: November 1, 2003

Add the following paragraph to Article 1103.17(a) of the Standard Specifications:

"The vibrator shall have a non-metallic head for areas containing epoxy coated reinforcement. The head shall be coated by the manufacturer. The hardness of the non-metallic head shall be less than the epoxy coated reinforcement, resulting in no damage to the epoxy coating. Slip-on covers will not be allowed."

80054

PARTIAL PAYMENTS (BDE)

Effective: September 1, 2003

Revise Article 109.07 of the Standard Specifications to read:

"109.07 Partial Payments. Partial payments will be made as follows:

- (a) **Progress Payments.** At least once each month, the Engineer will make a written estimate of the amount 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.

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. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

- (b) **Material Allowances.** At the discretion of the Department, payment may be made for materials, prior to their use in the work, when satisfactory evidence is presented by the Contractor. Satisfactory evidence includes justification for the allowance (to expedite the work, meet project schedules, regional or national material shortages, etc.), documentation of material and transportation costs, and evidence that such material is properly stored on the project or at a secure location acceptable and accessible to the Department.

Material allowances will be considered only for nonperishable materials when the cost, including transportation, exceeds \$10,000 and such materials are not expected to be utilized within 60 days of the request for the allowance. For contracts valued under \$500,000, the minimum \$10,000 requirement may be met by combining the principal (material) product of no more than two contract items. An exception to this two item limitation may be considered for any contract regardless of value for items in which material (products) are similar except for type and/or size.

Material allowances shall not exceed the value of the contract items in which used and shall not include the cost of installation or related markups. Amounts paid by the Department for material allowances will be deducted from estimates due the Contractor as the material is used. Two-sided copies of the Contractor's cancelled checks for materials and transportation must be furnished to the Department within 60 days of payment of the allowances or the amounts will be reclaimed by the Department."

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

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

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

80022

65

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: August 10, 2005

FEDERAL AID CONTRACTS. Add the following State of Illinois requirements to the Federal requirements contained in Section V of Form FHWA-1273:

"The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. 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 three years from the date of completion of this contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon two business days' notice, these records shall be available, at all reasonable hours at a location within the State, for inspection by the Department or the Department of Labor.
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. 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 which avers that: (i) 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 B 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."

80155

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: July 1, 2004

All personnel, excluding flaggers, working outside of a vehicle (car or truck) within 7.6 m (25 ft) of pavement open to traffic shall wear a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments. Other types of garments may be substituted for the vest as long as the garments have manufacturers tags identifying them as meeting the ANSI Class 2 requirement.

80130

PORTLAND CEMENT (BDE)

Effective: January 1, 2005

Replace the first sentence of the second paragraph of Article 1001.01 of the Standard Specifications with the following:

“For portland cement according to ASTM C 150, the addition of up to 5.0 percent limestone by mass (weight) to the cement will not be permitted. Also, the total of all organic processing additions shall not exceed 1.0 percent by mass (weight) of the cement and the total of all inorganic processing additions shall not exceed 4.0 percent by mass (weight) of the cement.”

80139

PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2002

Add the following paragraph after the fourth paragraph of Article 1103.01(b) of the Standard Specifications:

"The truck mixer shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Add the following paragraph after the first paragraph of Article 1103.01(c) of the Standard Specifications:

"The truck agitator shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Add the following paragraph after the first paragraph of Article 1103.01(d) of the Standard Specifications:

"The nonagitator truck shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Revise the first sentence of the first paragraph of Article 1103.02 of the Standard Specifications to read:

"The plant shall be approved before production begins according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

80083

PREFORMED RECYCLED RUBBER JOINT FILLER (BDE)

Effective: November 1, 2002

Revise Article 503.02(c) of the Standard Specifications to read:

"(c) Prefomed Expansion Joint Filler.....1051"

Revise Article 637.02(d) of the Standard Specifications to read:

"(d) Prefomed Expansion Joint Filler.....1051"

Add the following Article to Section 1051 of the Standard Specifications:

"1051.10 Prefomed Recycled Rubber Joint Filler. Prefomed recycled rubber joint filler shall consist of ground tire rubber, free of steel and fabric, combined with ground scrap or waste polyethylene. It shall not have a strong hydrocarbon or rancid odor and shall meet the physical property requirements of ASTM D 1752. Water absorption by volume shall not exceed 5.0 percent."

80084

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: November 2, 2005

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

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

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

a. Chemical Composition. The chemical composition of the bars shall be according to the following table.

| CHEMICAL COMPOSITION | | |
|-----------------------|------------------------------|---------------------------------|
| Element ^{1/} | Heat Analysis (% maximum) | Product Analysis (% maximum) |
| Carbon | 0.30 | 0.33 |
| Manganese | 1.50 | 1.56 |
| Phosphorus | 0.035 | 0.045 |
| Sulfur | 0.045 | 0.055 |
| Silicon | 0.50 | 0.55 |
| Nickel | 2/ | 2/ |
| Chromium | 2/ | 2/ |
| Molybdenum | 2/ | 2/ |
| Copper | 2/ | 2/ |
| Titanium | 2/ | 2/ |
| Vanadium | 2/ | 2/ |
| Columbium | 2/ | 2/ |
| Aluminum | 2/, 3/ | 2/, 3/ |
| Tin ^{4/} | 0.040 | 0.044 |

Note 1/. The bars shall not contain any traces of radioactive elements.

Note 2/. There is no composition limit but the element must be reported.

Note 3/. If aluminum is not an intentional addition to the steel for deoxidation or killing purposes, residual aluminum content need not be reported.

Note 4/. If producer bar testing indicates an elongation of 15 percent or more and passing of the bend test, the tin composition requirement may be waived.

- b. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
 - c. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706M (A 706). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
 - d. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
- (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284M (M 284) and the following.
- a. Certification. The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.
 - b. Coating Thickness. The thickness of the epoxy coating shall be 0.18 to 0.30 mm (7 to 12 mils). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 0.18 to 0.50 mm (7 to 20 mils).
 - c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 13 mm (0.5 in.) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

80151

SEEDING AND SODDING (BDE)

Effective: July 1, 2004

Revised: August 1, 2005

Revise Class 1A and 2A seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

| "Table 1 - SEEDING MIXTURES | | | |
|-----------------------------|--------------------------------------|------------------------|-------------------------|
| Class – Type | | Seeds | kg/hectare (lb/acre) |
| 1A | Salt Tolerant Lawn Mixture 7/ | Bluegrass | 70 (60) |
| | | Perennial Ryegrass | 20 (20) |
| | | Audubon Red Fescue | 20 (20) |
| | | Rescue 911 Hard Fescue | 20 (20) |
| | | Fults Salt Grass* | 70 (60) |
| 2A | Salt Tolerant Roadside Mixture 7/ | Alta Fescue or Ky 31 | 70 (60) |
| | | Perennial Ryegrass | 20 (20) |
| | | Audubon Red Fescue | 20 (30) |
| | | Rescue 911 Hard Fescue | 20 (30) |
| | | Fults Salt Grass 1/ | 70 (60)" |

Revise Note 7 of Article 250.07 of the Standard Specifications to read:

"Note 7. In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after one growing season. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After one growing season, areas not sustaining 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at the Contractor's expense."

Add the following sentence to Article 252.04 of the Standard Specifications:

"Sod shall not be placed during the months of July and August."

Revise the first paragraph of Article 252.08 of the Standard Specifications to read:

"**252.08 Sod Watering.** Within two hours after the sod has been placed, water shall be applied at a rate of 25 L/sq m (5 gal/sq yd). Additional water shall be applied every other day at a rate of 15 L/sq m (3 gal/sq yd) for a total of 15 additional waterings. During periods exceeding 26 °C (80 °F) or subnormal rainfall, the schedule of additional waterings may be altered with the approval of the Engineer."

Revise Article 252.09 of the Standard Specifications to read:

"252.09 Supplemental Watering. During periods exceeding 26 °C (80 °F) or subnormal rainfall, supplemental watering may be required after the initial and additional waterings. Supplemental watering shall be performed when directed by the Engineer. Water shall be applied at the rate specified by the Engineer within 24 hours of notice."

Revise the first and third paragraphs of Article 252.12 of the Standard Specifications to read:

"252.12 Method of Measurement. Sodding will be measured for payment in place and the area computed in square meters (square yards). To be acceptable for final payment, the sod shall be growing in place for a minimum of 30 days in a live, healthy condition. When directed by the Engineer, any defective or unacceptable sod shall be removed, replaced and watered by the Contractor at his/her own expense."

"Supplemental watering will be measured for payment in units of 1000 L (1000 gal) of water applied on the sodded areas. Waterings performed in addition to those required by Article 252.08 or after the 30 day establishment period will be considered as supplemental watering."

Replace the first paragraph of Article 252.13 of the Standard Specifications with the following:

"252.13 Basis of Payment. Sodding will be paid for at the contract unit price per square meter (square yard) for SODDING or SODDING, SALT TOLERANT according to the following schedule.

- (a) Initial Payment. Upon placement of sod, 25 percent of the pay item will be paid.
- (b) Final Payment. Upon acceptance of sod, the remaining 75 percent of the pay item will be paid."

Revise Article 1081.03(b) of the Standard Specifications to read:

"(b) Salt Tolerant Sod.

| Variety | Percent by Weight |
|----------------------------|-------------------|
| Buffalo Grass | 30% |
| Buchloe Dactyloides | |
| Amigo Fineleaf Tall Fescue | 20% |
| Audubon Red Fescue | 15% |
| Rescue 911 Hard Fescue | 15% |
| Rugby Kentucky Bluegrass | 5% |
| Fults Pucinnellia Distans | 15%" |

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

| TABLE II | | | | | | |
|-----------------------------|---------------------------------|------------------------------|---------------------------------------|----------------------------|--|---------|
| Variety of Seeds | Hard Seed Percent Maximum | Purity Percent Minimum | Pure, Live Seed Percent Minimum | Weed Percent Maximum | Secondary Noxious Weeds No. per kg (oz) Max. Permitted* | Remarks |
| Alfalfa | 20 | 92 | 89 | 0.50 | 211 (6) | 1/ |
| Brome Grass | - | 90 | 75 | 0.50 | 175 (5) | - |
| Clover, Alsike | 15 | 92 | 87 | 0.30 | 211 (6) | 2/ |
| Clover, Crimson | 15 | 92 | 83 | 0.50 | 211 (6) | - |
| Clover, Ladino | 15 | 92 | 87 | 0.30 | 211 (6) | - |
| Clover, Red | 20 | 92 | 87 | 0.30 | 211 (6) | - |
| Clover, White Dutch | 30 | 92 | 87 | 0.30 | 211 (6) | 3/ |
| Audubon Red Fescue | 0 | 97 | 82 | 0.10 | 105 (3) | - |
| Fescue, Alta or Ky. 31 | - | 97 | 82 | 1.00 | 105 (3) | - |
| Fescue, Creeping Red | - | 97 | 82 | 1.00 | 105 (3) | - |
| Fults Salt Grass | 0 | 98 | 85 | 0.10 | 70 (2) | - |
| Kentucky Bluegrass | - | 97 | 80 | 0.30 | 247 (7) | 5/ |
| Lespedeza, Korean | 20 | 92 | 84 | 0.50 | 211 (6) | 3/ |
| Oats | - | 92 | 88 | 0.50 | 70 (2) | 4/ |
| Orchard Grass | - | 90 | 78 | 1.50 | 175 (5) | 4/ |
| Redtop | - | 90 | 78 | 1.80 | 175 (5) | 4/ |
| Ryegrass, Perennial, Annual | - | 97 | 85 | 0.30 | 175 (5) | 4/ |
| Rye, Grain, Winter | - | 92 | 83 | 0.50 | 70 (2) | 4/ |
| Rescue 911 Hard Fescue | 0 | 97 | 82 | 0.10 | 105 (3) | - |
| Timothy | - | 92 | 84 | 0.50 | 175 (5) | 4/ |
| Vetch, Crown | 30 | 92 | 67 | 1.00 | 211 (6) | 3/ & 6/ |
| Vetch, Spring | 30 | 92 | 88 | 1.00 | 70 (2) | 4/ |
| Vetch, Winter | 15 | 92 | 83 | 1.00 | 105 (3) | 4/ |
| Wheat, hard Red Winter | - | 92 | 89 | 0.50 | 70 (2) | 4/ |

80131

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

Effective: November 1, 2005

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

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

Materials. Materials shall be according to the following.

- (a) Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F.

The viscosity modifying admixture will be evaluated according to the test methods and mix design proportions referenced in AASHTO M 194, except the following physical requirements shall be met:

- (1) For initial and final set times, the allowable deviation of the test concrete from the reference concrete shall not be more than 1.0 hour earlier or 1.5 hours later.
 - (2) For compressive and flexural strengths, the test concrete shall be a minimum of 90 percent of the reference concrete at 3, 7, and 28 days.
 - (3) The length change of the test concrete shall be a maximum 135 percent of the reference concrete. However, if the length change of the reference concrete is less than 0.030 percent, the length change of the test concrete shall be a maximum 0.010 percentage units greater than the reference concrete.
 - (4) The relative durability factor of the test concrete shall be a minimum 80 percent.
- (b) Fine Aggregate. A fine aggregate used alone in the mix design shall not have an expansion greater than 0.30 percent per ASTM C 1260. For a blend of two or more fine aggregates, the resulting blend shall not have an expansion greater than 0.30 percent.

The aggregate blend expansion will be calculated as follows:

Aggregate Blend Expansion = $(a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots$ etc.

Where: a, b, c, ... = percent of aggregate blend
A, B, C, ... = aggregate expansion according to ASTM C 1260

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

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications or as specified. The maximum cement factor shall be 418 kg/cu m (7.05 cwt/cu yd). The cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used.
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements shall not apply.
- (d) The coarse aggregate gradations shall be CA 11, CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 shall not be used for drilled shafts or when the Engineer approves a horizontal flow distance greater than 9 m (30 ft). The fine aggregate proportion shall be a maximum 50 percent by mass (weight) of the total aggregate used.
- (e) The slump flow range shall be ± 50 mm (± 2 in.) of the Contractor target value, and within the overall Department range of 510 mm (20 in.) minimum to 710 mm (28 in.) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 100 mm (4 in.). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

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

Mix Design Submittal. The Contractor's Level III PCC Technician shall submit a mix design according to the "Portland Cement Concrete Level III Technician" course manual, except target slump information is not applicable and will not be required. However, a slump flow target range

shall be submitted. In addition, the design mortar factor may exceed 1.10 and durability test data will be waived.

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

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

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

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

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

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

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

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

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

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

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

Falsework and Forms. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall design falsework and forms for full hydrostatic head pressure of the concrete. Forms shall be tight to prevent leakage of fluid concrete.

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

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

“Open troughs and chutes shall extend as nearly as practicable to the point of deposit. The drop distance of concrete shall not exceed 1.5 m (5 ft). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 9 m (30 ft), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted.”

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

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

“Concrete shall be placed in continuous layers. When it is necessary by reason of an emergency to place less than a complete horizontal layer in one operation, such layer shall terminate in a vertical bulkhead. In order that the concrete will not be injured and that there shall be no line of separation between the batches, the separate batches shall follow each other closely as recommended by the manufacturer of the self-consolidating concrete admixture(s). In no case shall the interval of time between the placing of successive batches be greater than 20 minutes. Concrete shall be rodded with a piece of lumber or conduit if the material has lost its fluidity prior to placement of additional concrete. Any other method for restoring the fluidity of the concrete shall be approved by the Engineer. If ready-mixed concrete is used, the requirements of Article 1020.11 shall apply. Delivery of mixed concrete shall be regulated so that there will not be an interruption in the placing of concrete in the forms, as recommended by the manufacturer of the self-consolidating concrete admixture(s). In no case shall the interval of time be greater than 20 minutes.”

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

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

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

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

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

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

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

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

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

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

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

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 25 mm (1 in.) for slump flow, and a limit of precision will not apply to the visual stability index.

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

include a minimum of one witnessed test per mix design. The Engineer reserves the right to conduct quality assurance split sample testing. The acceptable limit of precision will be 25 mm (1 in.) for the J-ring value and ten percent for the L-box blocking ratio.

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

80152

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

80143

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 1992

Revised: January 1, 2005

To ensure a prompt response to incidents involving the integrity of work zone traffic control, the Contractor shall provide a telephone number where a responsible individual can be contacted 24 hours-a-day.

When the Engineer is notified, or determines a traffic control deficiency exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge.

A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan. A deficiency may also be applied to situations where corrective action is not an option such as the use of non-certified flaggers for short term operations; working with lane closures beyond the time allowed in the contract; or failure to perform required contract obligations such as traffic control surveillance.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option this monetary deduction will be immediate.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

57291

WEIGHT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2001

Revised: August 1, 2002

The Contractor shall provide accurate weights of materials delivered to the contract for incorporation into the work (whether temporary or permanent) and for which the basis of payment is by weight. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the contract number, the net weight, the tare weight when applicable and the identification of the transporting vehicle. For aggregates, the Contractor shall have the driver of the vehicle furnish or establish an acceptable alternative to provide the contract number and a copy of the material order to the source for each load. The source is defined as that facility that produces the final material product that is to be incorporated into the contract pay items.

The Department will conduct random, independent vehicle weight checks for material sources according to the procedures outlined in the Documentation Section Policy Statement of the Department's Construction Manual and hereby incorporated by reference. The results of the independent weight checks shall be applicable to all contracts containing this Special Provision. Should the vehicle weight check for a source result in the net weight of material on the vehicle exceeding the net weight of material shown on the delivery ticket by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. No adjustment in pay quantity will be made. Should the vehicle weight check for a source result in the net weight of material shown on the delivery ticket exceeding the net weight of material on the vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. The Engineer will adjust the net weight shown on the delivery ticket to the checked delivered net weight as determined by the independent vehicle weight check.

The Engineer will also adjust the method of measurement for all contracts for subsequent deliveries of all materials from the source based on the independent weight check. The net weight of all materials delivered to all contracts containing this Special Provision from this source, for which the basis of payment is by weight, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - \left(\frac{B - C}{B} \right); \text{ Where } A \leq 1.0; \left(\frac{B - C}{C} \right) > 0.50\% \text{ (0.70\% for aggregates)}$$

Where A = Adjustment factor
B = Net weight shown on delivery ticket
C = Net weight determined from independent weight check

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

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The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Contractor to the satisfaction of the Engineer. If the cause of the deficient weight is not identified and corrected within seven (7) calendar days, the source shall cease delivery of all materials to all contracts containing this Special Provision for which the basis of payment is by weight.

Should the Contractor elect to challenge the results of the independent weight check, the Engineer will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Contractor furnishes the Engineer with written documentation that the source scale has been calibrated within seven (7) calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the source scale was not within the specified Department of Agriculture tolerance.

At the Contractor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify the accuracy of the scale used for the independent weight check.

80048

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: January 1, 2003

Revised: November 1, 2004

Add the following to Article 702.01 of the Standard Specifications:

"All devices and combinations of devices shall meet the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350 for their respective categories. The categories are as follows:

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, flexible delineators and plastic drums with no attachments. Category 1 devices shall be crash tested and accepted or may be self-certified by the manufacturer.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include drums and vertical panels with lights, barricades and portable sign supports. Category 2 devices shall be crash tested and accepted for Test Level 3.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions, truck mounted attenuators and other devices not meeting the definitions of Category 1 or 2. Category 3 devices shall be crash tested and accepted for either Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals and area lighting supports. Currently, there is no implementation date set for this category and it is exempt from the NCHRP 350 compliance requirement.

The Contractor shall provide a manufacturer's self-certification letter for each Category 1 device and an FHWA acceptance letter for each Category 2 and Category 3 device used on the contract. The letters shall state the device meets the NCHRP 350 requirements for its respective category and test level, and shall include a detail drawing of the device."

Delete the third, fourth and fifth paragraphs of Article 702.03(b) of the Standard Specifications.

Delete the third sentence of the first paragraph of Article 702.03(c) of the Standard Specifications.

Revise the first sentence of the first paragraph of Article 702.03(e) of the Standard Specifications to read:

"Drums shall be nonmetallic and have alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes."

Add the following to Article 702.03 of the Standard Specifications:

"(h) Vertical Barricades. Vertical barricades may be used in lieu of cones, drums or Type II barricades to channelize traffic."

Delete the fourth paragraph of Article 702.05(a) of the Standard Specifications.

Revise the sixth paragraph of Article 702.05(a) of the Standard Specifications to read:

"When the work operations exceed four days, all signs shall be post mounted unless the signs are located on the pavement or define a moving or intermittent operation. When approved by the Engineer, a temporary sign stand may be used to support a sign at 1.2 m (5 ft) minimum where posts are impractical. Longitudinal dimensions shown on the plans for the placement of signs may be increased up to 30 m (100 ft) to avoid obstacles, hazards or to improve sight distance, when approved by the Engineer. "ROAD CONSTRUCTION AHEAD" signs will also be required on side roads located within the limits of the mainline "ROAD CONSTRUCTION AHEAD" signs."

Delete all references to "Type 1A barricades" and "wing barricades" throughout Section 702 of the Standard Specifications.

80097

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within *20* working days.

80071

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

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ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

evidence of discriminatory wage practices.

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

listed on the wage determination unless the Administrator of the

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

“Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.”

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

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.il.gov/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.il.gov/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.