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 that 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.

KETOKK WITH BID	
Proposal Submitted By	
Name	
Address	
City	

Letting September 21, 2007

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



Springfield, Illinois 62764

Contract No. 93447 ADAMS County Section 06-00300-00-LS (Quincy) Route FAU 7807 (Maine Street) Project M-TE-D6(79) District 6 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 <u>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).</u>

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

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

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

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

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.

Call

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding

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



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

District 6 Construction Funds

1. Propos	sal of	
. ,	Identification Number (Mandatory)improvement identified and advertised for bids in the Invitation for Bids as:	
	Contract No. 93447 ADAMS County Section 06-00300-00-LS (Quincy) Project M-TE-D6(79) Route FAU 7807 (Maine Street)	

Construction consists of resurfacing and streetscape on FAU Route 7807, Maine Street from 4th to 10th Streets in the City of Quincy.

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.

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

Bank cashier's checks or properly certified checks accompanying 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	s 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 dama	ges due to delay and other cause	s suffered by the State because of the
failure to execute said contract and contract bond; otherwise, the bid bond sha	Il become void or the proposal g	uaranty check shall be returned to the
undersigned.	-	

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

BD 354 (Rev. 11/2001)

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		Combination Bid	
No.	Sections Included in Combination	Dollars 0	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-96-221-07 PPS NBR - 6-10326-0000

COUNTY ADAMS

NAME CODE

DIST 06

06-00300-00-LS

ION NUMBER
CITY OF QUINCY

PROJECT NUMBER

FAU

7807

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 93447

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FAU 7807 06-00300-00-LS ADAMS CITY OF QUINCY ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 93447

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81900200 87301245 87301225 87200400 86300405 81702180 81702140 81702130 81702120 81702100 81400300 81400100 81306100 81021570 81021550 ITEM NUMBER ELCBL C SIGNAL SPAN WIRE CONT CAB TYPE EC EC Z **ELCBL** DBL HANDHOLE HANDHOLE JUNCTION BOX SP CON AUGERED CON AUGERED \circ C XLP USE \circ C BKFIL F XLP USE XLP USE ΧLΡ XLP USE SIGNAL USE ITEM 10 ELECT WK 10 10 10 IV SPL DESCRIPTION 3/0 ∞ PVC PVC 3C 5C UNIT OF MEASURE F00T F001 F001 EACH F001 F001 F00T EACH F001 F00T F001 EACH EACH FOOT F00T QUANTITY 26,653.000 13,636.000 4,163.000 2,537.000 6,930.000 1,935.000 645.000 502.000 309.000 148.000 30.000 78.000 2.000 18.000 2.000

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FAU 7807 06-00300-00-LS CITY OF QUINCY ADAMS

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 93447

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NUMBER PAY ITEM DESCRIPTION WEASURE QUANTITY QUANTITY DOLLARS CENTS DOLLARS CTS 88040260 SH P LED 2F 1-3 1-5BM EACH 2.000 X 88102810 PED SH P LED 1F BM EACH 22.000 X 88200100 TS BACKPLATE EACH 39.000 X 89502350 REM & RE ELCBL FR CON FOOT 1,368.000 X 89502375 REMOV EX TS EQUIP EACH 4.000 X 89502380 REMOV EX HANDHOLE EACH 30.000 X	•		TOTAL \$	To				7 1 1
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NOTE

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

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

I. GENERAL

- **A.** Article 50 of the 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.

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.

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.

(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.

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

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

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. <u>Disclosure Forms</u>. 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. <u>Disclosure Form Instructions</u>

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 informaccurate, and all forms are hereby incorporated by forms or amendments to previously submitted form	reference in this bid. Any necessary addition	al								
(Bidding Company)										
Name of Authorized Representative (type or print)	Title of Authorized Representative (type or print)									
Signature of Authori	rized 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	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 <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.)
biddir autho	ng ei rize	answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the ntity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is d to execute contracts for your organization. Photocopied or stamped signatures are not acceptable . The person signing can be, but have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.
		wer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by that is authorized to execute contracts for your company.
biddir APPL	ng ei . <i>ICA</i>	Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the ntity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. Note: Signing the NOT BLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder considered nonresponsive and the bid will not be accepted.
ongoi	ng p	er shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:
agend attach and a	cy po ned : ire n	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 ending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts ot to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development list be included. Bidders who submit Affidavits of Availability are suggested to use Option II.
"See agend	Affic	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 davit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois ending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.
Bidde	ers	Submitting More Than One Bid
	e in	ubmitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. dicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms are.
•		e bid submitted for letting item contains the Form A disclosures or Certification Statement and the Form B closures. The following letting items incorporate the said forms by reference:
_		

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 the LCS 500). Vendors desiring to enter into a potential conflict of interest information as solublicly available contract file. This Form a contracts. A publicly traded company matche requirements set forth in Form A. See 1990	a contract with the State of Illinois specified in this Disclosure Form. A must be completed for bids in e y submit a 10K disclosure (or ee Disclosure Form Instructions.	must disclose the financial information and This information shall become part of the excess of \$10,000, and for all open-ended quivalent if applicable) in satisfaction of
DISCLO	OSURE OF FINANCIAL INFORM	IATION
	nare in excess of 5%, or an interest . (Make copies of this form as ned e requirements)	interest in the BIDDER (or its parent) in which has a value of more than \$90,420.00 cessary and attach a separate Disclosure
NAME:		
ADDRESS		
Type of ownership/distributable incom	ne share:	
stock sole proprietorship % or \$ value of ownership/distributable in		other: (explain on separate sheet):
2. Disclosure of Potential Conflicts of In potential conflict of interest relationships ap describe.		
(a) State employment, currently or in t	he previous 3 years, including cont	ractual employment of services. YesNo
If your answer is yes, please answ	er each of the following questions.	
 Are you currently an office Highway Authority? 	r or employee of either the Capitol	Development Board or the Illinois Toll YesNo
currently appointed to or e exceeds \$90,420.00, (60°	ed to or employed by any agency mployed by any agency of the State % of the Governor's salary as of 7/ employed and your annual salary.	e of Illinois, and your annual salary

3.	If you are currently appointed to or employed by any ager salary exceeds \$90,420.00, (60% of the Governor's salar (i) more than 7 1/2% of the total distributable income corporation, or (ii) an amount in excess of the salary of the	ry as of 7/1/01) are you entitled to receive of your firm, partnership, association or
4.	If you are currently appointed to or employed by any ager salary exceeds \$90,420.00, (60% of the Governor's salar or minor children entitled to receive (i) more than 15% in a of your firm, partnership, association or corporation, or (ii salary of the Governor?	ry as of 7/1/01) are you and your spouse aggregate of the total distributable income
` '	employment of spouse, father, mother, son, or daughter, inc previous 2 years.	cluding contractual employment for services
	answer is yes, please answer each of the following questio	YesNo ns.
1.	Is your spouse or any minor children currently an officer or Board or the Illinois Toll Highway Authority?	employee of the Capitol Development YesNo
2.	Is your spouse or any minor children currently appointed to of Illinois? If your spouse or minor children is/are currently agency of the State of Illinois, and his/her annual salary of Governor's salary as of 7/1/01) provide the name of the spof the State agency for which he/she is employed and his/h	y appointed to or employed by any exceeds \$90,420.00, (60% of the pouse and/or minor children, the name
3.	If your spouse or any minor children is/are currently appoir State of Illinois, and his/her annual salary exceeds \$90,42 as of 7/1/01) are you entitled to receive (i) more than 71/29 firm, partnership, association or corporation, or (ii) an a Governor?	0.00, (60% of the salary of the Governor % of the total distributable income of your
4.	If your spouse or any minor children are currently appointed State of Illinois, and his/her annual salary exceeds \$90,420 7/1/01) are you and your spouse or any minor children entiaggregate of the total distributable income from your firm, p (ii) an amount in excess of 2 times the salary of the Govern	.00, (60% of the Governor's salary as of itled to receive (i) more than 15% in the eartnership, association or corporation, or or?
		Yes No
unit of l	e status; the holding of elective office of the State of Illinois, local government authorized by the Constitution of the State currently or in the previous 3 years.	
` '	nship to anyone holding elective office currently or in the production daughter.	evious 2 years; spouse, father, mother, YesNo
Americ of the S	tive office; the holding of any appointive government office of a, or any unit of local government authorized by the Constitute of Illinois, which office entitles the holder to compensate charge of that office currently or in the previous 3 years.	ution of the State of Illinois or the statues
` '	nship to anyone holding appointive office currently or in the laughter.	previous 2 years; spouse, father, mother, YesNo
(g) Employ	yment, currently or in the previous 3 years, as or by any reg	istered lobbyist of the State government. YesNo

(h) Relationship to a son, or daughter.	nyone who is or was a registered lobbyist in the previous 2 years; s Yes _	spouse, father, mother, No
committee registe	red with the Secretary of State or any county clerk of the State of I registered with either the Secretary of State or the Federal Board of Yes _	llinois, or any political
last 2 years by any county clerk of the	nyone; spouse, father, mother, son, or daughter; who was a compey registered election or re-election committee registered with the See State of Illinois, or any political action committee registered with real Board of Elections. Yes _	ecretary of State or any
	APPLICABLE STATEMENT	
This Disclosure Fo	rm A is submitted on behalf of the INDIVIDUAL named on prev	ious page.
Completed by:		
	Name of Authorized Representative (type or print)	
Completed by:		
•	Title of Authorized Representative (type or print)	
Completed by:		
•	Signature of Individual or Authorized Representative	Date
	NOT APPLICABLE STATEMENT	
	that no individuals associated with this organization meet the tion of this Form A.	criteria that would
This Disclosure Fo	rm A is submitted on behalf of the CONTRACTOR listed on the	e previous page.
	Name of Authorized Representative (type or print)	
	Title of Authorized Representative (type or print)	
	Signature of Authorized Representative	Date

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

		Disclosure	
Contractor Name			
Legal Address			
City, State, Zip	_	_	
Telephone Number	Email Address	Fax Number (if available)	
,		, , ,	
	tion contained in this Form is required by the		
·	information shall become part of the publicly		
be completed for bids in ϵ	excess of \$10,000, and for all open-ended co	intracts.	
DISCLOS	SURE OF OTHER CONTRACTS AND PRO	CUREMENT RELATED INFORMATION	
has any pending contra- any other State of Illinoi	ontracts & Procurement Related Informaticts (including leases), bids, proposals, or othes agency: Yes No bidder only needs to complete the signature	er ongoing procurement relationship with	
	 Identify each such relationship by showing sor project number (attach additional pages a 		
	THE FOLLOWING STATEMENT	MUST BE SIGNED	
	Name of Authorized Representativ	e (type or print)	
	Title of Authorized Representative	(type or print)	
	Signature of Authorized Repr	esentative Date	_

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.



Contract No. 93447 ADAMS County Section 06-00300-00-LS (Quincy) Project M-TE-D6(79) Route FAU 7807 (Maine Street) District 6 Construction Funds

PART I. IDENTIFIC	ATION																	
Dept. Human Rights	s #						Du	ration o	of Proje	ect: _						_		
Name of Bidder:																_		
PART II. WORKFO A. The undersigned which this contract wo projection including a projectio	bidder ha	as analyz perform	ed min	d for th d fema	ne locati	ons fro	m whi	ch the b	idder re	cruits	employe	es, and h	ereb	oy subm	its the foll	owir con	ng workfo	
		TOTA	AL Wo	rkforce	Project	tion for	Contr	act						(CURRENT		_	S
				MIN	ORITY E	EMPLO	YEES	;		TRA	AINEES						RACT	
JOB CATEGORIES		TAL OYEES	BLA	ACK	HISP	ANIC		HER NOR.	APPF TIC			HE JOB INEES			OTAL LOYEES		_	RITY DYEES
	М	F	М	F	М	F	М	F	М	F	М	F		М	F	1	M	F
OFFICIALS (MANAGERS)																		
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																_		
TRUCK DRIVERS																_		
IRONWORKERS																_		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS PIPEFITTERS.																_		
PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		

	IAB	SLE C						
TO	OTAL Tra	aining Pro	jection	n for C	ontract			
EMPLOYEES IN		TAL DYEES	BI A	ACK	HISP	ANIC		HER IOR.
TRAINING	M	F	M	F	M	F	M	F
APPRENTICES								
ON THE JOB TRAINEES								

^{*}Other minorities are defined as Asians (A) or Native Americans (N).

TOTAL

Please specify race of each employee shown in Other Minorities column.

Note: See instructions on the next page

FOR DEPARTMENT USE ONLY

Contract No. 93447 ADAMS County Section 06-00300-00-LS (Quincy) Project M-TE-D6(79) Route FAU 7807 (Maine Street) District 6 Construction Funds

PART II. WORKFORCE PROJECTION - continued

В.	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	I. 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.
Comp	ny Telephone Number
Addre	s
	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:
Instruct	ons: All tables must include subcontractor personnel in addition to prime contractor personnel.
Table A	Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
Table B	Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
Table C	Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A. BC-1256-Pg. 2 (Rev. 3/98)

ADDITIONAL FEDERAL REQUIREMENTS

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

CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:

YES _____ NO ____

B.

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.

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?

Contract No. 93447 ADAMS County Section 06-00300-00-LS (Quincy) Project M-TE-D6(79) Route FAU 7807 (Maine Street) District 6 Construction Funds

PROPOSAL SIGNATURE SHEET

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

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



Division of Highways Proposal Bid Bond

(Effective November 1, 1992)

	Item No.			
	Letting Date			
KNOW ALL MEN BY THESE PRESENTS, That We				
· · · · · · · · · · · · · · · · · · ·				
as PRINCIPAL, and				
	as SURETY, are			
Article 102.09 of the "Standard Specifications for Road and Bridge	NOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well tent 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 INOIS, acting through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date cated above.			
the bidding and contract documents, submit a DBE Utilization Plar PRINCIPAL shall enter into a contract in accordance with the term coverages and providing such bond as specified with good and sufflabor and material furnished in the prosecution thereof; or if, in the into such contract and to give the specified bond, the PRINCIPAL	proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in that is accepted and approved by the Department; and if, after award by the Department, the is of the bidding and contract documents including evidence of the required insurance ficient surety for the faithful performance of such contract and for the prompt payment of event of the failure of the PRINCIPAL to make the required DBE submission or to enter pays to the Department the difference not to exceed the penalty hereof between the amount Department may contract with another party to perform the work covered by said bid hall remain in full force and effect.			
Surety shall pay the penal sum to the Department within fifteen (15	has failed to comply with any requirement as set forth in the preceding paragraph, then by days of written demand therefor. If Surety does not make full payment within such mount owed. Surety is liable to the Department for all its expenses, including attorney's or in part.			
In TESTIMONY WHEREOF, the said PRINCIPAL and the s	said SURETY have caused this instrument to be signed by their respective officers this A.D.,			
PRINCIPAL	SURETY			
(Company Name)	(Company Name)			
By:	By:			
(Signature & Title)	(Signature of Attorney-in-Fact)			
Notar	y 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 individua	als signing on behalf of PRINCIPAL & SURETY)			
	se names are subscribed to the foregoing instrument on behalf of PRINCIPAL and and respectively, that they signed and delivered said instrument as their free and voluntary			
Given under my hand and notarial seal this day	y of, A.D			
My commission expires				
	Notary Public			
	the Principal may file an Electronic Bid Bond. By signing below the Principal is ensuring pal and Surety are firmly bound unto the State of Illinois under the conditions of the bid			
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. 93447
ADAMS County
Section 06-00300-00-LS (Quincy)
Project M-TE-D6(79)
Route FAU 7807 (Maine Street)
District 6 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., September 21, 2007. 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. 93447 ADAMS County Section 06-00300-00-LS (Quincy) Project M-TE-D6(79) Route FAU 7807 (Maine Street) District 6 Construction Funds

Construction consists of resurfacing and streetscape on FAU Route 7807, Maine Street from 4th to 10th Streets in the City of Quincy.

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

By Order of the Illinois Department of Transportation

Milton R. Sees, Acting Secretary

BD 351 (Rev. 01/2003)

Adams Co.

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2007

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

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

		<u>E NO.</u>
1 >	Additional State Requirements For Federal-Aid Construction Contracts	
	(Eff. 2-1-69) (Rev. 1-1-07)	1
2)	Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	3
2 2	C EEO (Eff. 7-21-78) (Rev. 11-18-80)	4
4	Specific Equal Employment Opportunity Responsibilities	
	Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	14
5	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07)	19
6	Reserved	24
7	National Pollutant Discharge Elimination System Permit (Eff. 7-1-94) (Rev. 1-1-03)	25
8	Haul Road Stream Crossings, Other Temporary Stream Crossings, and	
Ŭ	In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	26
9	Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	27
10	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	
11	Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	33
12	Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	35
13	Hot-Mix Asphalt Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 1-1-07)	
	Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-07)	
14	Pavement and Shoulder Resultating (Ell. 2-1-00) (Rev. 1-1-07)	42
15	PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	44
16	Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	
17	Polymer Concrete (Eff. 8-1-95) (Rev. 3-1-05)	
18	PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	
19	Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	48
20	Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)	49
21	Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)	53
22	Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	
23	Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	
24	Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	
25	Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	60
26	English Substitution of Metric Bolts (Eff. 7-1-96)	61
27	English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	62
28	Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)	63
29	Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 1-1-04)	64
30 >	(Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 1-1-04)	70
31	Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-07)	78
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LRS 6	Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02)	
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LRS 14	X Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-07)	
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FAU 7807 – MAINE, 4TH TO 10TH) Section 06-00300-00-LS Quincy, Adams County, Illinois

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	SD 13		"Required Cold Milled Surface Texture" (Eff. 11/1/87) (Rev. 1/1/07)	
	SD 630		"Steel Plate Beam Guardrail" (Eff. 2/1/07). Developed to allow local agencies to continue to use 27" guardrail	
LIVE	JD 000		With 6 inch blockouts.	
LR S	SD 631		"Traffic Barrier Terminals" (Rev. 2/1/07). Developed to keep Traffic Barrier Terminals Type 1, 2 & 5A as an option for local agencies to use with 27" guardrail with 6 inch blockouts.	
	SD 000			
LRS	SD 633		"Remove and Reerect Steel Plate Beam Guardrail" (Eff. 2/1/07). Developed to allow local agencies to replace 27" guardrail with 6 inch blockouts.	
LR 1	102		"Protests on Local Lettings" (Eff. 1/1/07). Developed to allow local agencies to adopt the department's interested party protest procedures outlined in Title 44 of the IL Administrative Code	
_LR1	105	Χ	"Cooperation with Utilities" (Eff 1/1/99) (Rev 1/1/07). Formerly issued as LRS 1 and was reissued as an LR Contract Special Provision based on industry concerns discussed at the Joint Coop.	37
LR 1	107-1		"Nationwide Permit No. 14" (Eff. 2/1/04) (Rev. 3/1/05). Developed to outline the necessary requirements to	
LR 1	107-2		comply with No. 14 permits	
			insurance policies to be submitted to the letting agency rather than the department.	
LR 1	107-3		"Disadvantaged Business Enterprise Participation" (Eff. 1/1/07). Developed to require DBE utilization plans to be submitted to the local agency.	
LR 1	107-4	Χ	"Insurance" (Rev. 8/1/07). Developed based on recommendations from IACE Policy Committee to ensure	40
			local agencies are indemnified when their projects are on the state letting.	
LR 1	801		"Combination Bids (Eff. 1/1/94) (Rev. 3/1/05). Developed to allow the revision of working days and calendar	
			days. Revised to incorporate applicable portions of deleted Sections 102 & 103	
LR 2	212		"Shaping Roadway" (Eff. 8/1/69) (Rev. 1/1/02)	
LR 3			"Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10/1/73) (Rev. 1/1/07)	
	355-2		"Asphalt Stabilized Base Course, Plant Mix" (Eff. 2/20/63) (Rev. 1/1/07)	
LR 4			"Bituminous Treated Earth Surface (Eff. 1/1/07). Developed since Section 401 was eliminated from the 2007 Standard Specifications.	
LR 4	102		"Salt Stabilized Surface Course" (Eff. 2/20/63) (Rev. 1/1/07)	
	103-2		Bituminous Hot Mix Sand Seal Coat" (Eff. 8/1/69) (Rev. 1/1/07)	
LR 4			"PCC Pavement (Special)" (Eff. 5/12/64) (Rev. 1/1/07). Developed to allow local agencies to construct quality	
	120		PCC pavements for low volume roads.	
LR 4	142		"Bituminous Patching Mixtures for Maintenance Use" (Eff 1/1/04) (Rev. 8/1/07). Developed to reference	•
104	154		approved bituminous patching mixtures.	
LR 4			"Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10/1/91) (Rev. 1/1/07)	
	03-1		"Furnishing Class SI Concrete" (Eff. 10/1/73) (Rev. 1/1/02)	
LK 5	503-2		"Furnishing Class SI Concrete (Short Load)" (Eff. 1/1/89) (Rev. 1/1/02). Developed to allow a load charge	
			to be added when short loads are expected during the contract.	
LR 5			"Pipe Culverts, Type (Furnished)" (Eff. 9/1/64) (Rev. 1/1/07)	
LR 6			"Calcium Chloride Applied" (Eff. 6/1/58) (Rev. 1/1/07)	4.4
LR 7	02	<u>X</u>	"Construction and Maintenance Signs" (Eff 1/1/04) (Rev 6/1/07). Developed to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs.	41
LR 1	004		"Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1/1/02) (Rev 1/1/07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate	
L'D 4	กงว		Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt.	
LR 1			"Rock Salt (Sodium Chloride)" (Eff. 8/1/69) (Rev. 1/1/02)	
LK 1	032-1		"Penetrating Emulsions" (Eff. 1/1/07) (Rev. 2/1/07). Developed to combine Penetrating Emulsified Asphalt and	
	0000		Penetrating Emulsified Prime into a single special provision.	
LR 1	032-2		"Multigrade Cold Mix Asphalt" (Eff. 1/1/07) (Rev. 2/1/07). Developed to provide the material specification for	
	400		Multigrade cold mix asphalt.	
LR 1	102		"Road Mix or Traveling Plan Mix Equipment" (Eff. 1/1/07). Developed to replace road mix and traveling plant	
			mix bituminous equipment that was eliminated from the Standard Specifications.	

BDE SPECIAL PROVISIONS For the August 3rd and September 21st, 2007 Lettings

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

File Name	Pg#		Special Provision Title	Effective	Revised
80099			Accessible Pedestrian Signals (APS)	April 1, 200	
* 80186			Alkali-Silica Reaction for Cast-in-Place Concrete	Aug. 1, 200	and the second of the second o
80108			Asbestos Bearing Pad Removal	Nov. 1, 200	
72541			Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt	June 1, 198	9 Jan. 2, 2007
			Surface Removal		
			(NOTE: This special provision was previously named "Asbestos		
			Waterproofing Membrane and Asbestos Bituminous Concrete Surface		
00472			Removal".)	Nov. 2, 2006	5 Jan. 2, 2007
80173			Bituminous Materials Cost Adjustments Ruilding Remark Cost (Non Friehla and Friehla Ashestas)	Sept. 1, 1996	· ·
5026I 5048I			Building Removal-Case I (Non-Friable and Friable Asbestos) Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	•
			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	•
50491 50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	
80166	42	X	Cement	Jan. 1, 200	
80177	42	^	Digital Terrain Modeling for Earthwork Calculations	April 1, 200	
80029	45	Х	Disadvantaged Business Enterprise Participation	Sept. 1, 200	
80178	53	X	Dowel Bars	April 1, 200	
80167	00		Electrical Service Installation – Traffic Signals	Jan. 1, 200	
80179			Engineer's Field Office Type A	April 1, 200	
80175			Epoxy Pavement Markings	Jan. 1, 200	
* 80189	54	Х	Equipment Rental Rates	Aug. 2, 200	TO SECURE OR CONCURSION OF THE CONTRACT THE A SECURITY FOR A CONTRACT OF THE C
80180		20070	Erosion and Sediment Control Deficiency Deduction	April 1, 200	by the second control of the second control
* 80168	56	Х	Errata for the 2007 Standard Specifications	Jan. 1, 200	and the second of the second o
80169		Representation of the second	High Tension Cable Median Barrier	Jan. 1, 200	· · · · · · · · · · · · · · · · · · ·
80142	59	Х	Hot-Mix Asphalt Equipment, Spreading and Finishing Machine	Jan. 1, 200	
			(NOTE: This special provision was previously named "Bituminous	,	·
			Equipment, Spreading and Finishing Machine".)		
80181			Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	April 1, 2007	7
80136			Hot-Mix Asphalt Mixture IL-4.75	Nov. 1, 2004	4 April 1, 2007
			(NOTE: This special provision was previously named "Superpave		
			Bituminous Concrete Mixture IL-4.75".)		
80109			Impact Attenuators	Nov. 1, 2003	
80110			Impact Attenuators, Temporary	Nov. 1, 2003	was reconstructed to the contract of
* 80187	60	Х	Legal Requirements to be Reserved	Aug. 1, 2007	
80045			Material Transfer Device	June 15, 1999	
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	
80082			Multilane Pavement Patching	Nov. 1, 2002	
80129			Notched Wedge Longitudinal Joint	July 1, 2004	
80182			Notification of Reduced Width	April 1, 2007	
80069			Organic Zinc-Rich Paint System	Nov. 1, 200	
80022	61	<u>X</u>	Payments to Subcontractors	June 1, 2000	
80148	63	Х	Planting Woody Plants	Jan. 1, 2006	
80134			Plastic Blockouts for Guardrail	Nov. 1, 2004	
80119			Polyurea Pavement Marking	April 1, 2004	
80170	64	V	Portland Cement Concrete Plants	Jan. 1, 2007	
80171	64	_X	Precast Handling Holes	Jan. 1, 2007	
80015			Public Convenience and Safety	Jan. 1, 2000	,

File Name	Pg#		Special Provision Title	<u>Effective</u>	<u>Revised</u>
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80172	66	Х	Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Aug. 1, 2007
80160			Reflective Crack Control Treatment	April 1, 2006	Jan. 1, 2007
80183	72	Х	Reflective Sheeting on Channelizing Devices	April 1, 2007	
80151	73	Х	Reinforcement Bars	Nov. 1, 2005	Jan. 1, 2007
80164			Removal and Disposal of Regulated Substances	Aug. 1, 2006	Jan. 1, 2007
80184			Retroreflective Sheeting, Nonreflective Sheeting, and Translucent	April 1, 2007	
			Overlay Film for Highway Signs		
* 80131			Seeding	July 1, 2004	Aug. 1, 2007
			(NOTE: This special provision was previously named "Seeding and		
		-	Sodding")		
80152			Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2007
80132	75	Х	Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
80127	je i grjangojom		Steel Cost Adjustment	April 2, 2004	April 1, 2007
* 80153			Steel Plate Beam Guardrail	Nov. 1, 2005	Aug. 1, 2007
80143	77	X	Subcontractor Mobilization Payments	April 2, 2005	
80075	,		Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
* 80087			Temporary Erosion Control	Nov. 1, 2002	Aug. 1, 2007
80176	78	Χ	Thermoplastic Pavement Markings	Jan. 1, 2007	
80161	80	Х	Traffic Signal Grounding	April 1, 2006	Jan. 1, 2007
20338			Training Special Provisions	Oct. 15, 1975	
80154			Turf Reinforcement Mat	Nov. 1, 2005	Jan. 1, 2007
80185			Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and	April 1, 2007	
			Translucent Overlay Film for Highway Signs		
80162			Uninterruptable Power Supply (UPS)	April 1, 2006	Jan. 1, 2007
80149			Variable Spaced Tining	Aug. 1, 2005	Jan. 1, 2007
80163	82	<u>X</u>	Water Blaster with Vacuum Recovery	April 1, 2006	Jan. 1, 2007
80071	83	X	Working Days	Jan. 1, 2002	

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

80139 Portland Cement This special provision is now covered in a BMPR Policy Memorandum "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

<u>80120 Precast, Prestressed Concrete Members</u> This special provision is now in BMPR's "Manual for Fabrication of Precast Prestressed Concrete Products".

80145 Suspension of Slipformed Parapets This special provision is no longer required.

The following special provisions are either in the 2007 Standard Specifications or the 2007 Recurring Special Provisions:

File Name	Special Provision Title	New Location	Effective	Revised
80156	Aggregate Shipping Tickets	Articles 1003.01(f), 1004.01(f) & 1005.01(d)	Jan. 1, 2006	
80128	Authority of Railroad Engineer	Article 105.02	July 1, 2004	
80065	Bituminous Base Course/Widening Superpave	Sections 355, 356, 1030 & 1102	April 1, 2002	Aug. 1, 2005
80050	Bituminous Concrete Surface Course	Article 406.13(b)	April 1, 2001	April 1, 2003
80066	Bridge Deck Construction	Sections 503, 1004, 1020 &1103	April 1, 2002	April 1, 2004

<u>File Name</u>	Special Provision Title	New Location	Effective	Revised
80118	Butt Joints	Article 406.08	April 1, 2004	April 1, 2005
80031	Calcium Chloride Accelerator for Portland Cement	Recurring # 28	Jan. 1, 2001	
00077	Concrete Patching	Article 424 04/c)	Nov. 1, 2002	Nov. 2, 2002
80077	Chair Supports	Article 421.04(a)	Nov. 1, 2002 April 1, 2001	Nov. 1, 2003
80051	Coarse Aggregate for Trench Backfill, Backfill and	Sections 208, 542, 550,	April 1, 2001	NOV. 1, 2003
20004	Bedding	1003 & 1004	Jan. 1, 2003	July 1, 2004
80094	Concrete Admixtures	Article 1020.05(b) & Section 1021	Jan. 1, 2005	July 1, 2004
00440	Canarata Darriar	Section 1021 Section 637	Jan. 1, 2004	April 2, 2004
80112	Concrete Barrier	Articles 542.04(d),	Aug. 1, 2004	July 1, 2004
80102	Corrugated Metal Pipe Culverts	1006.01(a)(4) & 1006.03(d)	Aug. 1, 2000	odly 1, 2004
80114	Curing and Protection of Concrete Construction	Sections 503, 1020 & 1022	Jan. 1, 2004	Nov. 1, 2005
80146	Detectable Warnings	Section 424	Aug. 1, 2005	1101. 1, 2000
80144	Elastomeric Bearings	Section 1083	April 1, 2005	
31578	Epoxy Coating on Reinforcement	Sections 420, 483 & 606	April 1, 1997	Jan. 1, 2003
80041	Epoxy Pavement Marking	Article 1095.04	Jan. 1, 2001	Aug. 1, 2003
80055	Erosion and Sediment Control Deficiency Deduction	Article 105.03(a)	Aug. 1, 2001	Nov. 1, 2001
80103	Expansion Joints	Article 420.05(d)	Aug. 1, 2003	
80101	Flagger Vests	Article 701.13	April 1, 2003	Jan. 1, 2006
80079	Freeze-Thaw Rating	Article 1004.02(f)	Nov. 1, 2002	.,
80072	Furnished Excavation	Section 204	Aug. 1, 2002	Nov. 1, 2004
80054	Hand Vibrator	Article 1103.17(a)	Nov. 1, 2003	, —
80147	Illuminated Sign	Sections 801, 891 & 1084	Aug. 1, 2005	
80104	Inlet Filters	Section 280 &	Aug. 1, 2003	
55,5.		Article 1081.15(h)	0 ,	
80080	Insertion Lining of Pipe Culverts	Section 543 &	Nov. 1, 2002	Aug. 1, 2003
	•	Article 1040.04		
80150	Light Emitting Diode (LED) Pedestrian Signal Head	Sections 801, 881, & 1078	Nov. 1, 2005	April 1, 2006
80067	Light Emitting Diode (LED) Signal Head	Sections 801, 880 & 1078	April 1, 2002	Nov. 1, 2005
80081	Lime Gradation Requirements	Article 1012.03	Nov. 1, 2002	
80133	Lime Stabilized Soil Mixture	Section 310	Nov. 1, 2004	April 1, 2006
80158	Manholes	Article 1042.10	April 1, 2006	
80137	Minimum Lane Width with Lane Closure	Article 701.06	Jan. 1, 2005	
80138	Mulching Seeded Areas	Section 251 &	Jan. 1, 2005	
		Article 1081.06(a)(4)		
80116	Partial Payments	Article 109.07	Sept. 1, 2003	
80013	Pavement and Shoulder Resurfacing	Recurring # 14	Feb. 1, 2000	July 1, 2004
53600	Pavement Thickness Determination for Payment	Articles 407.03, 407.10,	April 1, 1999	Jan. 1, 2004
		420.03, 420.15 & 421.04	40 0005	
80155	Payrolls and Payroll Records	Recurring #1 & #5	Aug. 10, 2005	
80130	Personal Protective Equipment	Article 701.12	July 1, 2004	
80073	Polymer Modified Emulsified Asphalt	Article 1032.06	Nov. 1, 2002	A
80124	Portable Changeable Message Signs	Articles 701.15(j),	Nov. 1, 1993	April 2, 2004
00000	Doubles of Community Community	701.20(h) & 1106.02(j)	Nov. 1, 2002	
80083	Portland Coment Concrete	Articles 1103.01 & 1103.02	Nov. 1, 2002 Jan. 1, 2001	Jan. 1, 2004
80036	Portland Cement Concrete Patching	Sections 442, 701, 1013 & 1020	Jan. 1, 2001	Jan. 1, 2004
440	Brosset Conserts Brodusts		July 1 1000	Nov 1 2004
419	Precast Concrete Products Prefermed Recycled Bulber Joint Filler	Sections 540, 1020 & 1042 Articles 503.02, 637.02 &	July 1, 1999 Nov. 1, 2002	Nov. 1, 2004
80084	Preformed Recycled Rubber Joint Filler	1051.10	1400. 1, 2002	
80121	PVC Pipeliner	Recurring # 18	April 1, 2004	April 1, 2005
80159	Railroad Flaggers	Article 107.12	April 1, 2004	7 (prii 1, 2000
00108	Tamoda i laggoro	,	, .p. 11 1, 2000	

File Name	Special Provision Title	New Location	Effective	Revised
80122	Railroad, Full-Actuated Controller and Cabinet	Articles 857.04,	April 1, 2004	
		1073.01(c)(2) &		
		1074.03(a)(5)e.		
80105	Raised Reflective Pavement Markers (Bridge)	Articles 781.03(a), 781.05	Aug. 1, 2003	
		& 1096.01(b)		
80011	RAP for Use in Bituminous Concrete Mixtures	Sections 1030 & 1031	Jan. 1, 2000	April 1, 2002
80032	Remove and Re-Erect Steel Plate Beam Guardrail	Section 633	Jan. 1, 2001	Jan. 1, 2005
	and Traffic Barrier Terminals			
80085	Sealing Abandoned Water Wells	Section 672	Nov. 1, 2002	
80096	Shoulder Rumble Strips	Section 642	Jan. 1, 2003	
80140	Shoulder Stabilization at Guardrail	Article 630.06	Jan. 1, 2005	A '1 4 0000
80135	Soil Modification	Section 302	Nov. 1, 2004	April 1, 2006
80070	Stabilized Subbase and Bituminous Shoulders	Sections 312, 482, 1030 &	April 1, 2002	Aug. 1, 2005
	Superpave	1102		
80086	Subgrade Preparation	Section 301	Nov. 1, 2002	
80010	Superpave Bituminous Concrete Mixtures	Sections 406, 407 & 1030	Jan. 1, 2000	April 1, 2004
80039	Superpave Bituminous Concrete Mixtures (Low ESAL)	Sections 406, 407 & 1030	Jan. 1, 2001	April 1, 2004
80092	Temporary Concrete Barrier	Section 704	Oct. 1, 2002	Nov. 1, 2003
80008	Temporary Module Glare Screen System	Recurring # 22	Jan. 1, 2000	
80106	Temporary Portable Bridge Traffic Signals	Recurring # 23	Aug. 1, 2003	
80098	Traffic Barrier Terminals	Section 631	Jan. 1, 2003	
5729I	Traffic Control Deficiency Deduction	Article 105.03(b)	April 1, 1992	Jan. 1, 2005
80107	Transient Voltage Surge Suppression	Article 1074.03(a)(4)	Aug. 1, 2003	
80123	Truck Bed Release Agent	Article 1030.08	April 1, 2004	
80048	Weight Control Deficiency Deduction	Article 109.01	April 1, 2001	Aug. 1, 2002
80090	Work Zone Public Information Signs	Recurring # 24	Sept. 1, 2002	Jan. 1, 2005
80125	Work Zone Speed Limit Signs	Article 701.14(b)	April 2, 2004	Jan. 1, 2006
80126	Work Zone Traffic Control	Articles 701.19 & 701.20	April 2, 2004	Nov. 1, 2005
80097	Work Zone Traffic Control Devices	Section 701 &	Jan. 1, 2003	Nov. 1, 2004
		Article 1106.02		

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

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

The following special provisions supplement the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2007, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, and the Manual of Test Procedures for Materials in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the check sheet, included herein, which apply to and govern the construction of Maine Street between 4th and 10th Streets, FAU Route 7807, Quincy MFT Section 06-00300-00-LS, Quincy, Adams County, and in case of conflict with any parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This project is located in the Central Business District of the City of Quincy, Illinois on Maine Street between 4th Street and extends to 10th Street. The project is 2,699.30 feet in length or 0.511 miles.

DESCRIPTION OF WORK

The work on this project consists of furnishing all labor, materials and equipment required for the following:

The installation of an historic style street lighting system behind the curbs on Maine Street between 4th Streets and 10th Streets in Quincy, with the installation of 78 Washington style fluted street lights with 150 watt high pressure sodium light fixtures with acorn globe, sidewalk removal and replacement, the installation of a 4 foot wide brick paver band accent below the light fixtures, regulatory compliant handicap ramps at the intersections of 5th, 6th, 7th, 8th and 9th Streets, traffic signals at 5th, 6th and 8th and Maine, the refurbishing of the urban street tree system along the six block section of Maine Street, the resurfacing of the existing street pavement with new pavement markings, and other miscellaneous construction items.

FAU 7807 - MAINE, 4TH TO 10TH) Section 06-00300-00-LS Quincy, Adams County, Illinois

STATUS OF UTILITIES TO BE ADJUSTED

Name and Address of Uti	ility Type	Location	Estimated Date Relocation Completed
J.U.L.I.E. 1-800-892-012	23		
 AT&T 6th and Broadway Quincy, Illinois 62301 	Telephone Cables in Vault	420 Maine	By Utility Company
2. Ameren/CIPS 7th & Jersey Street Quincy, Illinois 62301	Electric Lines	Entire Job	By Company
3. Ameren/CIPS 7th & Jersey Street Quincy, Illinois 62301	Gas Lines	Entire Job	No Adjustment Anticipated
4. City of Quincy Central Services Dept City Hall, 730 Maine Quincy, Illinois 62301	Water Mains and Appurtenances	Entire Job	By Contractor
5. City of Quincy Central Services Dept City Hall, 730 Maine Quincy, Illinois 62301	Sanitary and Storm Sewers	Entire Job	By Contractor
6. Insight Communications 2930 State Street Quincy, Illinois 62301	Cablevision Lines	Entire Job	No Adjustment Anticipated
6. City of Quincy Engineering Department City Hall, 730 Maine Quincy, Illinois 62301	Traffic Signal Buried Conduit	Entire Job	By Contractor
7. Digital Teleport, Inc. 8112 Maryland Ave, 4 th f St, Louis, Missouri 6310	_	Not Present On This Project	Not Applicable

STATUS OF UTILITIES TO BE ADJUSTED

Page 2

8. McLeod USA 102 East Shafer Street Forsyth, Illinois 62535	Fiber Optic	Not Present On This Project	Not Applicable
9. Blessing Hospital 10 th & Broadway Quincy, Illinois 62301	Fiber Optic	Not Present On This Project	Not Applicable
10. Adams Telephone Golden, Illinois 62339	Fiber Optic	Not Present On This Project	Not Applicable
11. Adams Electric Cooperative700 E. WoodCamp Point, Illinois	Electric	Not Present On This Project	Not Applicable

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Articles 105.07 and 107.20 of the Standard Specifications for Road and Bridge Construction shall apply.

If any utility adjustment or removal has not been completed when required by the contractor's operations, the contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the contractor's operations were affected.

GENERAL NOTES

The City of Quincy shall furnish all the necessary control points, PI's and bench marks for this project. The City of Quincy will also be responsible for all other construction staking.

The Contractor shall be required to provide 24 hours advance notice to any business or residence losing the use of their driveway entrance(s) due to construction activities.

TRAFFIC CONTROL AND PROTECTION (SPECIAL)

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, any special details and Highway Standards contained herein and in the plans.

Special attention is called to Sections 107 and 701 through 703 of the Standard Specifications for Road and Bridge Construction, and as amended by the Supplemental Specifications, Recurring Special Provisions, the Special Provisions contained herein, and the following traffic control related (1) Highway Standards; (2) Supplemental Specifications and Recurring Special Provisions; and (3) Other Special Provisions which are included in this contract:

1) Highway Standards 701606 701701 701801 The Quincy Traffic Control Standard 702001

The Contractor shall be required to notify the Resident Engineer at least 24 hours prior to the closure or partial closure of the street pavement in this proposed improvement. The Contractor shall also be responsible for notifying the 9-1-1 Emergency Services Center of the closing by contacting the Center at 217/222-9360 (the non-emergency #). The Center in turn will notify the other community emergency services. Information requested will include date of closure, expected length of closure, and the names of two individuals with telephone numbers to be reached in case of emergency. Failure by the Contractor to notify the 9-1-1 Center in advance of a street closing will be grounds for enforcement and penalties under appropriate city ordinances.

The Contractor and all subcontractors shall not be allowed to utilize adjoining parking lots of commercial establishments outside the right-of-way or easement areas at the intersection for any construction equipment, workers vehicles, or any other construction use unless a copy of a written agreement between the Contractor and the property owner is filed with the Resident Engineer.

Due to the location of this project within the street system of Quincy, the required mounting distances of the advance warning signs stipulated on the applicable traffic control standards may be changed at the direction of the Engineer to better accommodate the existing traffic control characteristics and sight visibility at the project site.

Limitations of Construction. The Contractor will be responsible for the Traffic Control Devices at all times during Construction and shall coordinate the items of work in order to keep hazards and traffic inconveniences to a minimum, as specified below.

The Contractor shall provide, erect, and maintain all the necessary barricades, cones, drums, signs, and lights for the warning and protection of traffic as required by Sections 107 and 701 through 703 of the Standard Specifications.

- 1. Traffic control devices shall be new or like new equipped with new reflective sheeting at the time of use. The Engineer will be the sole judge of the condition of the devices.
- 2. The Contractor shall be responsible during the duration of this project for notifying the United States Postal Service, school bus route operators, and emergency services of the proposed construction and for insuring uninterrupted service.
- 3. The mounting of advance warning signs on this project will require the Contractor furnish wooden mounting frames that the warning signs can be permanently fastened to and placed at appropriate locations. These frames shall be constructed to prevent tipping in windstorms. Attaching the warning signs to historic light poles that are on the approaches to this project will be prohibited. Post mounted wood signs shall be 4 x 4 inch wood posts according to Article 1007.05. The use of metal posts will not be permitted.
- 4. The construction of new traffic signal systems at the intersections of 5th, 6th and 8th and Maine will require that these intersections be operated under stop sign control. With the headquarters of the Quincy Police Department being located on the Southwest corner of the intersection of 8th and Maine, it is especially critical that the signal work at this intersection be staged such that the existing system remain operational to the maximum extent feasible, the replacement signals and mast arms be delivered and readily available prior to the existing system be turned off, and the new system turned back onto red flash as soon as one signal indication is available in each direction. The Contractor shall provide 36 inch High Intensity stop signs for each approach when signals are not operable. Temporary stop signs shall be taken down or covered prior to signal activation. Signals shall not function in normal pre-timed operation without two functional signal faces for each intersection approach.
- 5. The construction of the block of Maine Street between 4th and 5th along Washington Square will occur at the same time as certain public activities, festivals, concerts and gatherings are scheduled for the weekend in the park. The event organizers will be responsible for erecting fencing and other barriers to control access. The Contractor will in turn be prohibited from working on this block except in the case of an emergency during that weekend period when the event is taking place.
- 6. The removal of the sidewalk jut-outs and the subsequent placement of concrete base course in its place will result in an approximate 3-inch drop off between the existing asphalt surface now on Maine Street and the top of the new base course. To facilitate drainage, parking use and pedestrian traffic, the contractor shall temporarily fill this area with cold patch. It would then be removed when the entire surface of Maine Street is cold milled. Placing the cold patch in the jut-out areas will be considered as included in the lump sum bid for traffic control.

Keeping Roads Open to Traffic.

The entire project up to the cold-milling and resurfacing shall be completed under traffic. The Contractor will be allowed to close the parking lane adjacent to the sidewalk area under

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construction but the parking lane on the other side of the street shall remain available for public use.

Due to the location of this project in the Central Business District of Quincy with its very low prevailing speed and a drivers normal awareness of possible conflicts with vehicles in the parking lane and heavy pedestrian traffic in the area, a flagger will not be required when the contractor restricts operations to the parking lane that is adjacent to the work being done in the sidewalk area. The placement of orange traffic cones or other narrow warning devices along the work zone/traffic lane interface has worked well in the past on other business district streets receiving the same type of improvement. No traveled lane closures will be permitted without flagger protection.

Once the sidewalk and lighting system for the six block length of this project is substantially complete the Contractor will be allowed to close Maine Street during daylight hours for the cold-milling and on subsequent days when the leveling binder and surface course are place, all as per the Quincy Traffic Control Standard. Traffic shall be restored that evening after the closure period. The application of the thermoplastic pavement marking shall be done under traffic and flagger control.

Once the milling and resurfacing operations commence, the Contractor shall furnish and erect "uneven lane" or "bump" signs whenever there is a difference in elevation at the centerline. These signs shall be positioned at each end of the project and any affected intersection side roads, as directed by the Engineer.

Enclosed at the end of these special provisions is a special provision on a completion date and a sequence of construction for this project.

Measurement and Payment for Traffic Control and Protection. Traffic control and protection for this project will be paid for at the contract bid price per lump sum for TRAFFIC CONTROL AND PROTECTION (SPECIAL). This price shall be payment for all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain, relocate, and remove all traffic control devices as needed unless otherwise specified.

Items such as short term pavement markings and preformed pavement markings, and other items with specific pay items shall be paid for separately. Items not otherwise paid for but part of traffic control and protection shall be included in the cost for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

Any alterations or increases or decreases in work items by more than 10 percent for which a traffic control standard is required will be paid for as specified in Article 701.20(a) of the Standard Specifications.

PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH, SPECIAL

This work will consist of constructing a reinforced sidewalk, six inches thick, over a basement vault area on the south side of Maine between 4th and 5th street that has been backfilled with aggregate after being sealed off from the basement of the building by the construction of a block retaining wall with waterproofing. The work is further outlined on sheet 53 of the plans.

Included in the unit price bid for this pay item is drilling and grouting in place the required dowel bars as outlined in the detail sheet.

The aggregate fill, block retaining wall and waterproofing membrane system will be paid for separately.

This work will be paid for at the contract unit price bid per square foot for PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH, SPECIAL.

DETECTABLE WARNINGS

This work will consist of furnishing and installing cast iron detectable warning plates as outlined on Highway Standard 424001 and as manufactured by Neenah Foundry of Neenah, Wisconsin, East Jordan Iron Works of East Jordan, Michigan or approved equal. The natural finish of the plates will provide the color contrast as mandated by the ADA for handicap ramps.

This work will be paid for at the contract unit price bid per square foot for DETECTABLE WARNINGS.

HOT-MIX ASHALT SURFACE REMOVAL (VARIABLE DEPTH)

This work shall consist of removing the existing bituminous surface at locations indicated on the plans, and in accordance with Article 440.03 of the Standard Specifications.

The depth to be removed will vary from greater than 0" to 2 and 1/4". Measurement of the square yardage for payment will be made only in those areas that have been milled and will not cover entire pavement areas of which only various sections have been milled.

This work will be paid for at the contract unit price bid per square yard for HOT-MIX ASHALT SURFACE REMOVAL (VARIABLE DEPTH).

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PAVEMENT REMOVAL (SPECIAL)

This work shall consist of the removal and satisfactory disposal of existing concrete street pavement or combination asphalt on top of brick on top of concrete or combination asphalt on top of concrete pavement all in accordance with Section 440 of the Standard Specifications, and the following additions or exceptions.

Removal of concrete or asphalt driveway pavements will be paid for under separate pay items.

All materials removed under this item shall be disposed of outside of the Right-of-Way.

This work will be paid for at the contract unit price bid per square yard for PAVEMENT REMOVAL (SPECIAL).

SIDEWALK REMOVAL (SPECIAL)

This work will consist of the special removal of a 3-inch thick concrete overlay on a reinforced structural sidewalk on the southeast corner of 5th and Maine that covers a basement vault that extends out into the Right-of-Way of Maine Street. The structural concrete is to remain as the vault is in use.

Previous construction records show a waterproof membrane separates the structural sidewalk from the thin overlay sidewalk above that is to be removed. A new waterproofing material is to be installed and the old waterproofing will be removed. The membrane was manufactured in the late 1970s and does not contain asbestos.

Special techniques to remove the thin overlay without damaging the structural vault roof will be required and may include numerous saw cuts and hand work.

This work will be paid for at the contract unit price bid per square foot for SIDEWALK REMOVAL (SPECIAL).

REMOVAL OF EXISTING STRUCTURES

This work will consist of removing two above ground large landscape planters on the jut-out island on the south side of Maine Street between 6th and 7th Streets.

The walls of these planters were constructed with reinforced concrete.

This work will be paid for at the contract unit price bid per each for REMOVAL OF EXISTING STRUCTURES.

STORM SEWER INSTALLATION, CLASS B 8"

This work will consist of replacing existing 8-inch diameter building roof drains that now daylight into the sides of various existing stormwater inlets on this project. The inlets will be relocated to allow for the construction of handicap ramps that meet ADA requirements. Moving the inlets will necessitate relaying these roof drains.

The existing roof drain material may be salvaged for reuse. 8" diameter SDR 35 plastic pipe may be used as a substitute for one roof drain that is clay pipe.

This work will be paid for at the contract unit price bid per foot for STORM SEWER INSTALLATION, CLASS B 8".

DUCTILE IRON WATER MAIN, MECHANICAL JOINT 6"

This work will consist of furnishing and installing a six inch diameter hydrant feeder line onto an existing hydrant being moved. The old feeder line will remain and be used, with the contractor installing a 135 degree bend at the point where the existing hydrant is removed and then installing the new water main to the new hydrant location.

Payment for moving the hydrant and installing the bend will be made separately as FIRE HYDRANTS TO BE MOVED. Trench Backfill will be paid for separately.

This work will be paid for at the contract unit price bid per foot for DUCTILE IRON WATER MAIN, MECHANICAL JOINT 6".

DOMESTIC METER VAULTS TO BE ADJUSTED

This work shall consist of vertically adjusting a domestic water meter ring and lid on a residential meter vault with a less than 2 inch diameter water meter at the locations noted on the plans or as directed by the Engineer. This pay item covers the adjustment of the ring and lid only on an existing meter pit. The adjustment of the lid to a higher elevation can usually be accomplished by the addition of a brick and mortar layer and in some cases the existing pit can be "pulled" up to the new height. Lowering the ring and lid will usually involve removing a portion of the pit wall material.

Generally, the vertical adjustment of the ring and lid in excess of three inches either up of down will necessitate adjusting the water meter and will be paid for as an extra to the contract. If a new meter pit is needed or the water meter in the pit must be raised or lowered to meet the depth requirements of the city of Quincy Water Department for future maintenance purposes, that work will be paid for as an extra to the contract. The condition of the existing meter pit walls and materials will be

DOMESTIC METER VAULTS TO BE ADJUSTED (continued)

evaluated by the Water Department on a case-by-case basis. Replacing the pit will also be paid for as an extra to the contract.

The Water Department will furnish the Contractor under this pay item, at no cost, a new meter pit ring and lid if in their judgment the existing one needs replacing.

The contract unit price bid will be payment in full for all excavation, furnishing all materials, backfilling, backfilling with aggregate below sidewalk or pavement areas, furnishing the backfill materials and disposal of all surplus materials.

The quantity for this pay item is an estimate and may be adjusted up or down dependent upon field conditions and pit condition.

This work will be paid for at the contract unit price bid per each for DOMESTIC METER VAULTS TO BE ADJUSTED. Extra work, as referenced herein, will be paid for according to Article 109.04.

DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED

This work shall consist of vertically adjusting domestic water pave boxes at the locations noted on the plans or as directed by the Engineer.

The Contractor shall furnish all miscellaneous materials but may use salvaged materials approved for use by the Quincy Water Department. The Water Department will furnish the Contractor, at no cost, with a new pave box and rod if in their judgment the existing one needs replacing.

The contract unit price bid will be payment in full for all excavation, furnishing all materials, wiping joints, backfilling, backfilling with aggregate below sidewalk or pavement areas, furnishing the backfill materials and disposal of all surplus materials.

The quantity for this pay item is an estimate and may be adjusted up or down dependent upon field conditions and condition of the box. A visual inspection shows many pave box lids have been damaged or are missing due to snow plow damage when a rider plow was used to clear sidewalks in uptown Quincy in the past.

This work will be paid for at the contract unit price bid per each for DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED.

VALVE BOXES TO BE ADJUSTED

This work shall consist of adjusting valve boxes to the proposed grade elevation in accordance with Section 602 of the Standard Specifications.

The intent of this project is to cold mill and resurface at the existing line and grade of the street, but the removal of the jut-outs and the relocation of various inlets at intersection corners may require the vertical adjustment of some valve boxes.

The existing valve box casting and lid may be used unless damaged. The Quincy Water Department will inspect each casting and furnish at no cost a new one for either a damaged or a non-standard box and lid. Damage to the casting by the Contractor during adjustment shall be reason for replacement of the box at the Contractor's expense.

Any necessary pavement removal, backfilling, concrete and excavation, except excavation in rock, will be incidental to this pay item.

A concrete collar will be required around the valve box and lid prior to the placement of the final lift of bituminous concrete for the proposed asphalt pavement. This concrete collar shall be allowed to cure for 48 hours before the bituminous surface course is laid.

The quantity for this pay item is an estimate and may be adjusted up or down dependent upon field conditions and location of the valve box in relation to the intersection corner.

This work will be paid for at the contract unit bid price per each for VALVE BOXES TO BE ADJUSTED.

METER VAULTS TO BE RECONSTRUCTED

This work will consist of reconstructing the floor, walls and top slab of large meter vaults that have 2 inch or larger meters and/or fire-meters in them. The intent is to lower the top slab by seven inches, allowing a sidewalk and the 4 foot wide brick paver band over the top of the pit lid.

If the meter and associated piping must be lowered that work will be paid for as an extra to the contract. The detail sheets give dimensions for the two different sizes of meter pits that will be installed.

This work will be paid for at the contract unit price bid per each for METER VAULTS TO BE RECONSTRUCTED.

JUNCTION BOX, SPECIAL

This work shall consist of installing a polymer concrete utility junction box, light duty, with a flared design for traffic signal or street lighting work as per the detail drawing in the plans.

The junction box shall be a nominal ten inches by fifteen inches by eighteen inches deep. The box shall be fiberglass with a bolted polymer lid embossed with the words 'STREET LIGHTING' or 'TRAFFIC' as applicable. The lid shall be locked with a minimum of two (2) penta-head stainless steel bolts. Conduits shall enter and leave by couplings cut through and epoxied into the sidewalls of the box.

This work shall be paid for at the contract unit price bid per each for JUNCTION BOX, SPECIAL.

ELECTRIC CABLE IN CONDUIT, 600V, (XLP-TYPE USE) 1/C NO. 12 ELECTRIC CABLE IN CONDUIT, 600V, (XLP-TYPE USE) 1/C NO. 8 ELECTRIC CABLE IN CONDUIT, 600V, (XLP-TYPE USE) 1/C NO. 6 ELECTRIC CABLE IN CONDUIT, 600V, (XLP-TYPE USE) 1/C NO. 4

This work shall consist of furnishing and installing electric cable for the new street lighting system. THHN is an acceptable alternative to XLP type cable. The 1/C No. 12 will be installed in the fluted pole shaft of the Washington Post going up to the fixture and the electrical outlet.

This work will be paid for at the contract unit price bid per foot for ELECTRIC CABLE IN CONDUIT, 600V, (XLP-TYPE USE) 1/C NO. 12 and ELECTRIC CABLE IN CONDUIT, 600V, (XLP-TYPE USE) 1/C NO. 8 and ELECTRIC CABLE IN CONDUIT, 600V, (XLP-TYPE USE) 1/C NO. 6 and ELECTRIC CABLE IN CONDUIT, 600V, (XLP-TYPE USE) 1/C NO. 4.

CONTROLLER CABINET, TYPE IV, SPECIAL

This work will consist of removing the existing traffic signal controllers and foundations at the intersections of 6th and Maine and 8th and Maine. A new concrete foundation, paid for separately, will then be constructed at the location shown on the plans. The City of Quincy will furnish the Contractor with a Type IV cabinet to be installed at the intersection. The City of Quincy will also furnish the Contractor with a NEMA Type 2 solid state controller and all associated hardware including backboard, circuit breakers, conflict monitor, interior cabinet electric light, 'fuses and disconnects needed to wire the system up for a two phase fixed time operation at 6th and Maine and a three phase operation at 8th and Maine.

The City of Quincy will also be responsible for programming the controller and setting up the sequence of operation with maximum and minimum times, defaults and phasing, coordination and preemptions.

The existing interconnect with the other signal systems in Uptown Quincy will be reinstalled to the new cabinets.

CONTROLLER CABINET, TYPE IV, SPECIAL (continued)

The Contractor shall paint the exterior of the new cabinet. The painting shall meet the requirements of Article 1077.01(d) of the Standard Specifications with the color changed to black enamel that matches the color chip number 17038 in Federal Standard No. 595. The other requirements of Section 851 of the Standard Specifications on cleaning and painting will govern.

The existing cabinet, controller and equipment in the cabinet will remain the property of the City of Quincy. The Contractor shall deliver this equipment to the storage area of the traffic signal garage at 7th and Maine.

This work will be paid for at the contract unit price bid per each for CONTOLLER CABINET, TYPE IV, SPECIAL.

TRAFFIC SIGNAL POST, ALUMINUM, 14 FT. TRAFFIC SIGNAL POST, ALUMINUM, 16 FT.

This work will consist of furnishing and installing traffic signal posts as per the requirements of the Standard Specifications and the following additions.

The posts shall be painted black.

This work will be paid for at the contract unit price bid per each for TRAFFIC SIGNAL POST, ALUMINUM, 14 FT. and TRAFFIC SIGNAL POST, ALUMINUM, 16 FT.

STEEL MAST ARM ASSEMBLY AND POLE, 22 FT. (SPECIAL) STEEL MAST ARM ASSEMBLY AND POLE, 30 FT. (SPECIAL)

This work will consist of furnishing and installing mast arms at the intersection of 8th and Maine in accordance with the requirements of Article 877 of the Standard Specifications and the following additions.

Both of the steel mast arm assembly and poles, 22 ft. (Special) and one of the steel mast arm assembly and poles, 30 ft. (Special) will be furnished with a tenon mount slip-fit in lieu of a removable pole cap. An ornamental acorn style fixture and globe will be mounted to these mast arm poles for street lighting services.

The Contractor shall provide the mast arm manufacturer with the size of the tenon needed to accommodate the 150 watt high pressure sodium light fixture and globe. The Contractor shall also paint the mast arms black. The color shall match the controller cabinet and meet the other requirements of Article 851 of the Standard Specifications.

This work will be paid for at the contract unit price bid per each for STEEL MAST ARM ASSEMBLY AND POLE, 22 FT. (SPECIAL) and STEEL MAST ARM ASSEMBLY AND POLE, 30 FT. (SPECIAL).

STEEL COMBINATION MAST ARM ASSEMBLY AND POLE, 42 FT. (SPECIAL)

This work will consist of furnishing and installing a mast arm at the northwest corner of the intersection of 5th and Maine in accordance with the requirements of Article 877 of the Standard Specifications and the following additions.

A combination mast arm assembly and pole will be required but a luminaire will not be installed. The intent of the City of Quincy is to use this mast arm as one anchor of a banner display system at this intersection for the numerous festivals and events that are held in Washington Park throughout the year.

A suggested anchoring system for the span wire needed for this banner is outlined on the detail sheet in the plans for this mast arm, as well as the loadings of the banner that must be addressed by the pole manufacturer. The manufacturer and Contractor shall submit shop drawings for approval by the Engineer of the exact mounting system being proposed for the banner system as well as the entire mast arm. Standardized details owned by the manufacturer and used at installations in other cities may be submitted for approval.

The Contractor shall also paint the mast arm black. The color shall match the controller cabinet and meet the other requirements of Article 851 of the Standard Specifications.

This work will be paid for at the contract unit price bid per each for STEEL COMBINATION MAST ARM ASSEMBLY AND POLE, 42 FT. (SPECIAL).

CONCRETE FOUNDATION, TYPE E, 36-INCH DIAMETER

This work will consist of furnishing and installing mast arm foundation/decorative light pole foundation at 5th and Maine and the 30 foot mast arm foundations at 8th and Maine.

The new 36 inch diameter foundations shall be installed in accordance with Standard 878001.

Once the new mast arm foundations are installed, it is critical that the area of over excavation be properly backfilled along the length of the mast arm shaft. Controlled low strength material is included as a pay item in this project and could be used to fill any gaps and over excavation areas.

This work will be paid for at the contract unit price bid per foot for CONCRETE FOUNDATION, TYPE E, 36-INCH DIAMETER.

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SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, 3-SECTION, BRACKET MOUNTED

SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, 3-SECTION, MAST ARM MOUNTED

SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, 5-SECTION, MAST ARM MOUNTED

SIGNAL HEAD, POLYCARBONATE, LED, 2-FACE, 3-SECTION, BRACKET MOUNTED

SIGNAL HEAD, POLYCARBONATE, LED, 2-FACE, 1-3 SECTION, 1-5 SECTION, BRACKET MOUNTED

PEDESTRIAN SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, 3-SECTION, BRACKET MOUNTED

This work will consist of furnishing and installing traffic signal heads as outlined in the Standard Specifications and the following additions.

Twelve inch red lenses with 8 inch yellow and 8 inch green lenses shall be provided for all bracket mounted signals. All arrow lenses shall be 12 inch. All mast arm mounted signals shall be 12 inch lenses. All signal heads shall be furnished in black polycarbonate. The pedestrian heads shall be 8 inch.

This work will be paid for at the contract unit price bid per each for SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, 3-SECTION, BRACKET MOUNTED or SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, 3-SECTION, MAST ARM MOUNTED or SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, 5-SECTION, MAST ARM MOUNTED or SIGNAL HEAD, POLYCARBONATE, LED, 2-FACE, 3-SECTION, BRACKET MOUNTED or SIGNAL HEAD, POLYCARBONATE, LED, 2-FACE, 1-3-SECTION, 1-5 SECTION, BRACKET MOUNTED or PEDESTRIAN SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, 3-SECTION, BRACKET MOUNTED.

REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT

This work will consist of removing the existing traffic signal systems, including electric cable in conduit and 3 mast arms, at the intersections of 5^{th} , 6^{th} 7^{th} and 8^{th} and Maine with the following additions and exceptions.

The signal heads and post on the northwest corner of 5th and Maine will remain. All traffic signal equipment removed shall remain the property of the City of Quincy and shall be placed at the storage yard of the traffic department at the city of Quincy signal garage at 7th and Maine.

REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT (continued)

The three mast arms that will be removed will become the property of the Contractor and may be disposed of by recycling. All wiring removed from the existing conduit will become the property of the Contractor and may be recycled.

This work will be paid for at the contract unit price bid per each for REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT.

REMOVE EXISTING CONCRETE FOUNDATION

This work will consist of removing three existing concrete mast arm foundations and two existing AmerenCIPS concrete street light foundations to a point two feet below the proposed grade of the sidewalk. On this project the intent will be to install the new mast arm foundations directly adjacent to the existing foundation.

The method of removing these foundations to a point two feet below grade will be left to the Contractor, and the use of jackhammers with manual labor and cutting torches may be necessary.

Installation of the new mast arm foundations will be paid for separately. It is critical that any area of over excavation be properly backfilled along the length of the new mast arm shaft. Controlled low strength material is included as a pay item in this project and could be used to fill any gaps and over excavation areas. It could also be used to fill the 2 foot deep hole left by removing the existing mast arm foundations.

This work will be paid for at the contract unit price bid per each for REMOVE EXISTING CONCRETE FOUNDATION.

RETAINING WALL, SPECIAL

This work will consist of constructing a retaining wall to seal off an open vault located in a sidewalk area of the south side of Maine street at 428 Maine Street. The concrete block retaining wall will be built with reinforcement and mortar filling in the block cavities, rebar tied into the existing concrete basement floor, structural granular fill against the new wall after curing, and other miscellaneous construction items as outlined on sheet 68 of the plans. The new sidewalk, granular fill, vaulted sidewalk removal and 4 foot wide brick paver band will be paid for separately.

Most of the construction of this block wall will be done by passing material through an access manhole opening that can be reopened through the existing structural sidewalk that must be securely sealed at the end of each workday. Once the block wall is substantially complete up

RETAINING WALL, SPECIAL (continued)

to the first floor of the building, the vaulted sidewalk can be removed. The wall will require sleeves be placed to allow existing utilities to pass through to the basement that include a water line, a phone line and an approximate 1 inch gas line. The sleeves shall be packed with non-shrink grout between the sleeve and the utility line.

The Contractor will also be responsible for immediately completing the construction of the block wall once the vaulted sidewalk is removed to seal off the area from the rest of the basement. Temporary barricades, plywood walls and sandbagging may be required to prevent unauthorized access to the building and security for the building owner will be of paramount concern for the wall construction. Once the wall is completed and cured, backfilling and subsequent installation of the new concrete sidewalk, brick paver band and new lighting system can take place.

This work will be paid for at the contract unit price bid per square foot for RETAINING WALL, SPECIAL.

YARD HYDRANT (FROST PROOF)

This work will consist of the installation of a frost proof yard hydrant in an existing pit in the pedestrian walkway on the south side of Maine Street between 6th and 7th Streets. The hydrant shall be a Woodford Model Y95 freeze-less ¾" outlet yard hydrant with anti-siphon protection and tamperproof lock or approved equal.

The Contractor shall verify the depth of bury of the feeder line piping in the existing pit. The meter and shut off valve for the system are in a separate meter pit located behind the curb in the sidewalk on Maine Street at the entrance to the pedestrian walkway. The records of the plans for the walkway construction no longer exist but there is an indication that the water supply line in the pit may continue south through the pit to points further in the walkway. The Contractor will cut the pipe at the existing pit and install the frost proof hydrant, abandoning the remainder of the water line. The Contractor shall backfill the pit with aggregate with a low-fines content to allow for drainage of any water that leaks through the hose bib connection with the workers using standard hoses to water landscaping in this block.

This work will be paid for at the contract unit price bid per each for YARD HYDRANT (FROST PROOF).

RELOCATE SIGN PANEL - TYPE 1

This work will consist of removing all snow emergency, no parking, 2-hour parking and other municipally owned street signs off of the existing AmerenCIPS street light poles prior to the utility company removing those poles to make way for the new lighting system. The signs will be stored temporarily \for reuse once construction nears completion. Each sign removed from the AmerenCIPS poles will count as a relocate sign panel.

A number of standard u-channel posts with municipal signs on them will also be removed as part of the project and will be considered incidental to the sidewalk removal. The intent of the City of Quincy is to select 24 of the best u-channel posts salvaged from that removal operation and reinstall them at key locations on the project, with a goal of two posts per each side of a city block, 4 per block, or 24 each for this six block improvement, and resulting in a more clutter free site visibility. That work will be paid for separately as RELOCATE SIGN PANEL AND POST.

Many of the snow emergency signs removed under this pay item RELOCATE SIGN PANEL - TYPE 1 will them be relocated and reused. Most signs will be paired with 2 hour parking signs.

All signs removed shall remain the property of the City of Quincy.

This work will be paid for at the contract unit price bid per each for RELOCATE SIGN PANEL – TYPE 1.

LIGHTING CONTROLLER, SPECIAL

This work will consist of furnishing a cabinet that will house the electrical service, disconnect, contactor, photocell and circuit breakers for the new lighting system circuits that originate in Service Box E in the pedestrian walkway on the south side of Maine Street between 6th and 7th.

There is an existing 100 amp service in the walkway with a meter, a disconnect switch box and a box housing a 100 amp contactor and associated circuit breakers that runs the existing 3 head decorative light system on Maine street between 6th and 7th. The intent is to remove the meter, the switch box and the light controller, leaving the existing wiring that runs in conduit to the AmerenCIPS metal transformer structure that straddles the alley a few feet away. The new service box can then be mounted to the wall of the pedestrian walkway utilizing the bracket system already on that wall for the old service box. The service wiring will then be rerouted into the new service box and the new service installed as outlined on sheet 62 of the plans.

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LIGHTING CONTROLLER, SPECIAL (continued)

The new service will not be metered and the new lights added to the franchise agreement the City of Quincy maintains by agreement with AmerenCIPS.

Also required as part of this work is the trenching from the new service box area straight south along the walkway to the edge of the public alley, then turns west and buried along the edge of the alley to the northeast leg of the AmerenCIPS transformer structure, then up the leg of the structure to the deck. In the trench will be a 2 inch conduit that will house the wiring for a new 200 amp metered service that will be installed and paid for as ELECTRIC SERVICE INSTALLATION, 200A, 120/240V. Refer to that special provision.

The photocell for the 9th and Maine location will be mounted in the box and oriented to the north with a shield. The photocell for the walkway location will be mounted in the box, oriented to the back side of the box facing west with a shield and located to utilize the existing openings in the block retaining wall the box is mounted to.

Any equipment removed for this work shall remain the property of the contractor and be disposed of properly.

All work will be subject to the inspection and approval of the City of Quincy Electrical Inspector. An electrical permit will be issued at no cost by the city of Quincy but the Contractor will be responsible for obtaining it from the offices of the Electrical Inspector at 7th and Maine.

This work will be paid for at the contract unit price bid per each for LIGHTING CONTROLLER, SPECIAL.

LIGHT POLE, ORNAMENTAL

This work will consist of furnishing and installing an ornamental light pole with multitap ballast on a concrete foundation. The concrete foundation will be paid for separately.

This proposal calls for ornamental light poles to be furnished in a specific style. The intent of the city of Quincy is to standardize the style of poles and fixtures in the core uptown area to provide visual continuity, link various design elements in our streetscape with adjoining municipal and private parking lots and to reinforce the concept of a street corridor.

LIGHT POLE, ORNAMENTAL (continued)

The city of Quincy has purchased lights in previous contracts and has settled on a Holophane Cast Aluminum Black 13'-7" Pole with a tapered, fluted shaft, Wadsworth Series with 19" diameter base. Included on each pole location is a wet location receptacle on the sidewalk side.

The bidder under this proposal must provide this Holophane type of pole. This pole was specifically chosen because numerous suppliers can obtain and bid the product, thereby allowing competition yet standardizing the lights being installed. An approved equal will be accepted if all major components of the alternate pole match that specified.

This work involves furnishing Holophane Wadsworth Series cast aluminum ornamental tapered, fluted poles. Description: W14C/19-CA/BK. Furnished with four, hot dipped galvanized anchor bolts.

The ornamental poles shall be suitable for supporting a 150-Watt High Pressure Sodium Luminaire and shall be complete in all respects. No welding will be allowed on-site at the time of erection. The poles shall be constructed straight and true. The poles shall have a 3-inch O.D. tenon mount to receive the fixture.

The poles shall be furnished with an integral in-shaft 20 amp, 125 volt convenience receptacle with ground fault interrupter, outdoor style painted black with the center of the duplex receptacle mounted twelve inches below the base of the tenon mount. Catalog part # RS/GFI/WPIL.

This work will be paid for at the contract unit price bid per each for LIGHT POLE, ORNAMENTAL.

LUMINAIRES, ORNAMENTAL

This work will consist of furnishing and installing a single globe ornamental luminaire on the historic style fluted light poles being installed on this project. The luminaire will consist of a Holophane GranVille Series Luminaire with multitap ballast, together with a color-corrected 150W high pressure sodium lamp and miscellaneous electrical components. The luminaire shall be equipped with a one-piece prismatic refractor that will produce a light distribution pattern IES/Type II. The lamp shall be color corrected LU15D-55-D.

This proposal calls for ornamental light fixtures to be furnished in a specific style. The intent of the city of Quincy is to standardize the style of poles and fixtures in the core uptown area to provide visual continuity, link various design elements in our streetscape with adjoining municipal and private parking lots and to reinforce the concept of a street corridor.

LUMINAIRES, ORNAMENTAL (continued)

The bidder under this proposal must provide this Holophane type of light fixture. This light fixture was specifically chosen because numerous suppliers can obtain and bid the product, thereby allowing competition yet standardizing the lights being installed. An approved equal will be accepted if all major components of the alternate fixture match that specified.

This work will be paid for at the contract unit price bid per each for LUMINAIRES, ORNAMENTAL.

SIDEWALK REMOVAL - VAULTED

This work will consist of the removal of the existing structural sidewalk located above basement vault areas that now extend out to the back of the curb that at one time were used in most part for the storage of coal used for heating the adjoining building.

The removal of this sidewalk cannot be done until the basement areas are sealed off and access to the basement areas prevented. Past practice has the contractor cutting a hole, or utilizing an existing access manhole, to pass the concrete blocks and other materials down to workers who then construct the retaining walls used to seal off the basement areas and as detailed in the plans. At the end of each workday the access hole or manhole is covered and sealed with heavy weights or piece of equipment placed over it to seal it for the night.

Once the block wall is substantially complete up to the first floor of the building, the vaulted sidewalk can be removed. There may be support wires for utilities in the vault area that remain that must be severed prior to removing the vaulted sidewalk. The sidewalk may have to be predrilled and lifted out in sections to prevent damage to those utilities that include water, a fire supply line, communication lines, phone lines and gas lines.

The Contractor will also be responsible for immediately completing the construction of the block wall to seal off the area from the rest of the basement. Temporary barricades, plywood walls and sandbagging may be required to prevent unauthorized access to the building and security for the building owner will be of paramount concern for this removal operation.

This work will be paid for at the contract unit price bid per square foot for SIDEWALK REMOVAL – VAULTED.

FAU 7807 – MAINE, 4TH TO 10TH) Section 06-00300-00-LS Quincy, Adams County, Illinois

GRANULAR STRUCTURAL FILL

This work will consist of the filling of basement vaults with aggregate fill once the area under the sidewalk has been sealed off from the basement of the adjoining building. Included in the unit price bid for this pay item is the jack-hammering of a drainage hole in the concrete basement floor of the vault prior to the filling operation.

Gradation CA-6 or CA-8 aggregate may be used. Compaction will be to 95% Proctor. Fine aggregate (sand) will not be allowed. Jetting will not be allowed.

Special care must be taken in the backfill operation to avoid damaging the existing utilities that will remain.

This pay item will also be used to fill any voids caused by past settlement discovered under the existing sidewalk when it is removed over old vault areas that were filled.

This work will be paid for at the contract unit price bid per cubic yard for GRANULAR STRUCTURAL FILL.

SIDEWALK, SPECIAL

This work will consist of pouring a 3-inch thick wire reinforced sidewalk at the southeast corner of the intersection of 5th and Maine over an existing structural vaulted sidewalk that will receive a new waterproof membrane cover prior to pouring the SIDEWALK, SPECIAL. The membrane system will be paid for separately as SHEET WATERPROOFING MEMBRANE SYSTEM. Standard Class SI concrete will be used. Details on this sidewalk are further outlined on sheet 54 of the plans.

This work will be paid for at the contract unit price bid per square foot for SIDEWALK, SPECIAL.

BLOCK RETAINING WALL

This work will consist of constructing a retaining wall to seal off an open vault located in a sidewalk area of the south side of Maine street between 4th and 5th streets at 420 Maine Street. The concrete block retaining wall will be built with reinforcement and mortar filling in the block cavities, ladder reinforcement in the horizontal joints, a concrete foundation in the existing concrete basement floor, a steel reinforcement angle iron support system for the new sidewalk, a sheet waterproof membrane system on the street side of the block wall, structural granular fill against the new wall after curing, and other miscellaneous construction items as outlined on sheet 53 of the plans. The new sidewalk, waterproofing, granular fill, vaulted sidewalk removal and 4 foot wide brick paver band will be paid for separately.

BLOCK RETAINING WALL (continued)

The Contractor will be responsible for providing a temporary jacked post and column support system in the eastern basement vault area of 420 Maine Street to support that portion of the existing structural sidewalk that is to remain until the block wall is completed and bears on the new wall.

Most of the construction of this block wall will be done by passing material through an opening cut into the existing structural sidewalk that must be securely sealed at the end of each workday.

Once the block wall is substantially complete up to the first floor of the building, the vaulted sidewalk can be removed. The wall will require sleeves be placed to allow existing utilities to pass through to the basement that include a 1 inch water line, a 4 inch fire supply line, a 3 inch conduit for a communication line, a phone line and an approximate 1 inch gas line. The sleeves shall be packed with non-shrink grout between the sleeve and the utility line.

The Contractor will also be responsible for immediately completing the construction of the block wall once the vaulted sidewalk is removed to seal off the area from the rest of the basement. Temporary barricades, plywood walls and sandbagging may be required to prevent unauthorized access to the building and security for the building owner will be of paramount concern for the wall construction.

Once the wall is completed and cured, backfilling and subsequent installation of the concrete sidewalk, brick paver band and new lighting system can take place.

This work will be paid for at the contract unit price bid per square foot for BLOCK RETAINING WALL.

LIGHT POLE, SPECIAL (DECORATIVE ORNAMENTAL)

This work will consist of furnishing a light pole at the southwest corner of the intersection of 5th and Maine that will be used not as a light pole but as an anchor pole for a span wire and banner system that will span across Maine Street, anchored on the northwest corner of 5th and Maine by the new mast arm being installed there.

A suggested anchoring system for the span wire needed for this banner is outlined on the detail sheet in the plans for this pole, as well as the loadings of the banner that must be addressed by the pole manufacturer. The manufacturer and Contractor shall submit shop drawings for approval by the Engineer of the exact mounting system being proposed for the banner system. Standardized details owned by the manufacturer and used at installations in other cities may be submitted for approval.

The Contractor shall also paint the pole black. The color shall match the controller cabinet and meet the other requirements of Article 851 of the Standard Specifications.

LIGHT POLE, SPECIAL (DECORATIVE ORNAMENTAL) (continued)

This light pole will also have two polycarbonate signal heads for Maine Street traffic control and a pedestrian signal head bracket mounted.

Shop drawings for the light pole shall also be submitted.

This work will be paid for at the contract unit price bid per each for LIGHT POLE, SPECIAL (DECORATIVE ORNAMENTAL).

SHEET WATERPROOFING MEMBRANE SYSTEM

This work will consist of furnishing and installing a liquid, cold-applied elastomeric waterproofing membrane system to two areas on the project. The first area will be the horizontal surface between the existing vaulted structural sidewalk and the new SIDEWALK, SPECIAL being installed at the southeast corner of the intersection of 5th and Maine. The second area will be the vertical surface of the street side of the block retaining wall being installed in the basement vault area at 420 Maine Street.

The material shall be a one-component, moisture-curing, bitumen-modified polyurethane membrane for exterior below-grade or between-slabs applications such as Sonoshield HLM 5000 as manufactured by BASF Company or approved equal.

This work will be paid for at the contract unit price bid per square yard for SHEET WATERPROOFING MEMBRANE SYSTEM.

CONCRETE FOUNDATION 24" DIA

This work will consist of constructing a concrete light foundation for the historic lights on this project in accordance with the applicable portions of Section 878 of the Standard Specifications, or as specified herein. The foundations are 24 inch in diameter and three feet deep. They are further outlined on sheet 61 of the plans. Class SI concrete shall be used for these foundations.

This work will be paid for at the contract unit price bid per each for CONCRETE FOUNDATION 24" DIA.

FURNISHING AND SETTING BRICK PAVERS

This work shall be done in accordance with Section 424 of the Standard Specifications, the material specifications of check sheet item LRS 14, the details as shown in the plans and the following additions and deletions.

The Contractor shall lay a cushion bed for the new brick paver band, install the bricks in an approved pattern, and finish the walk joints with a mortar mix. Listed below are specifications for these items:

- A. An average overall three inches of concrete (5 bag mix) shall be used as the bed or cushion in paver bands placed behind new curb and gutter where the subgrade behind the new curb has been removed for the construction work. This concrete setting bed shall be placed over a well-compacted and relatively smooth base. The bed shall be level to the point where the next cushion layer for the bricks can be set. One expansion joint approximately every 100 feet is required.
- B. Lay a ½-inch thick sand/mortar cushion as a final leveling layer for the brick paver band.
- C. The Contractor shall supply all new bricks for the paver band along the back of curb. The bricks furnished shall be red interlocking brick pavers. In an attempt to standardize brick colors only a one-color red brick paver shall be installed. Terra Cotta blends will NOT be acceptable.

Lay bricks to minimize the finish joint widths (tight). Use a running bond in the paver band. All paver bands to end at the radius point at an intersection and shall not extend through driveway entrances.

- D. Mortar mix (1:1/44:3) with Portland Cement, Type M exterior required. Use dry-mixed (mix thoroughly) and sweep between any joints open due to construction irregularities. After cleaning excess material from the paving surface, the paving shall be sprayed with a fine mist of water until the joints are saturated. The pavement shall be maintained in a damp condition for a period of two to three days. Cover with 6-mil polyethylene barrier for same period to protect the surface and retain moisture for the curing process.
 - E. Acid-clean the completed paver band.

This work will be paid for at the contract unit price bid per square foot for FURNISHING AND SETTING BRICK PAVERS.

ELECTRIC SERVICE INSTALLATION, 200A, 120/240V

This work will consist of removing the existing meter box with 60 amp service, circuit breakers and fuses for the existing light system now in the pedestrian walkway that will be removed. The Contractor will install a new meter box and 200 amp main breaker electric box with cut off switch at the same location. The existing service lines that run to the overhead AmerenCIPS transformer structure that span the alley shall be disconnected, the conduit cut off at the ground at the walkway and the conduit that now runs from the walkway to the transformer abandoned.

Included in this work is the trenching of a 2 inch galvanized steel conduit that will run from the new meter box down to the ground and then straight south along the walkway to the edge of the public alley, then turning west and will be buried along the edge of the alley to the northeast leg of the AmerenCIPS transformer structure, then up the leg of the structure to the top. The new 200 amp service will utilize this conduit.

In the same trench will be a 1 inch conduit that will house the wiring for the photocell that will be installed and paid for as LIGHTING CONTROLLER, SPECIAL. Refer to that special provision.

A three inch conduit will then be run from the main breaker box down the walkway wall to the new handhole being installed in the walkway. 3/O wiring with a ground will eventually be installed from the walkway to the intersection of 6th and Maine where it will enter a type III traffic controller that will be used to house a special events power panel at the location. The work required in the box at 6th and Maine and is further outlined in the plans on sheet 62 and is included in the work required for this pay item.

The city of Quincy will furnish the Contractor with the Type III traffic control box but the Contractor shall provide all materials and equipment for the power panel in the box. The concrete foundation, electric cable and conduit will all be paid for separately.

The Contractor shall paint the Type III Control box black to match all of the other signal equipment being painted on this project.

The City of Quincy will be responsible for notifying AmerenCIPS about the new 200 amp service, new meter request and removal of the old meter in the walkway.

Any equipment removed for this work shall remain the property of the contractor and be disposed of properly.

All work will be subject to the inspection and approval of the City of Quincy Electrical Inspector. An electrical permit will be issued at no cost by the city of Quincy but the Contractor will be responsible for obtaining it from the offices of the Electrical Inspector at 7th and Maine.

This work will be paid for at the contract unit price bid per each for ELECTRIC SERVICE INSTALLATION, 200A, 120/240V.

REMOVE EXISTING STREET LIGHTING FOUNDATION

This work will involve the removal of the existing AmerenCIPS concrete foundations once the utility company removes their light poles.

The method of removing these foundations to a point two feet below grade will be left to the Contractor, and the use of jackhammers with manual labor and cutting torches may be necessary.

At certain locations the foundations may instead be steel that extend down to the concrete floor of basement vaults and bolted to that floor. Those vaults at one time were open but are now filled. These foundations will require a cutting torch to remove them to a point 2 feet below proposed grade.

This work will be paid for at the contract unit price bid per each for REMOVE EXISTING STREET LIGHTING FOUNDATION.

REMOVE EXISTING STREET LIGHTING EQUIPMENT

This work will consist of removing the existing 3-head colonial style decorative light poles and fixtures on Maine Street between 5th and 7th streets. The Contractor shall disconnect the electric service lines that feed these lights, with one service box located in Municipal Parking Lot G at 6th and Maine, with the second service box located in the pedestrian walkway on the south side of Maine between 6th and 7th.

The service in Lot G will be reconnected to feed the decorative lights on 6th Street north of Maine that will remain. Refer to circuit XI of the new lighting layout plans for details on hooking these lights back into service utilizing some of the new conduit and wiring being installed at 6th and Maine as part of this project.

The intent is to remove the poles, fixtures and all wiring and conduit. The intent of the City of Quincy is to remove the ¾ inch diameter conduit that runs from light to light that should in most cases be readily exposed in the sidewalk removal phase of this project due to its shallow depth. Removal would cause less confusion in future excavations in the sidewalk area in this section of Uptown Quincy.

Small junction boxes at the base of each light will come out during the sidewalk removal operation. Each light will also require the removal of a concrete light base with bolts. These bases are approximately 8 inches square by 12 inches deep and could be removed during the sidewalk removal phase of the project.

All equipment removed shall remain the property of the contractor.

This work will be paid for at the contract unit price bid per each for REMOVE EXISTING STREET LIGHTING EQUIPMENT.

FAU 7807 – MAINE, 4TH TO 10TH) Section 06-00300-00-LS Quincy, Adams County, Illinois

TEMPORARY WALKWAY

This work will consist of constructing a wooden pedestrian bridge with railings and used to span from the existing doorway entrances at 420 and 428 Maine Street to the street pavement in the Maine Street south parking lane to provide pedestrian access to the businesses located at these locations during the removal of the existing vaulted sidewalk, the filling of the vault and the construction of the new sidewalk. The bridge may also be needed during the replacement of the sidewalk poured over a vaulted area on the southeast corner of 5th and Maine.

The minimum requirements for the walkway are shown on detail sheet 64 of the plans.

Only one pedestrian bridge will be required for the two locations. Sealing off the doorway in the basement at 428 Maine will be completed in a very short time compared to the much larger walls to be built at 420 Maine. The bridge can be used at that location first. Once the P.C.C sidewalk is poured after the vault is filled, the bridge can then be moved to 420 Maine for use there when that filling operation commences.

This work will be paid for at the contract unit price bid per Lump Sum for TEMPORARY WALKWAY.

RELOCATE SIGN PANEL AND POST

This work will consist of placing u-channel posts with attached sign at various locations behind the curb along the project route. All u-channel post signs (except bus stop signs) are to be removed during construction and placed in the storage yard at the traffic signal garage at 7th and Maine. When construction on one side of a block is substantially complete, the city intends to select two of the posts with signs and install them in the 4 foot wide brick paver band area, significantly reducing the number of signs now on Maine Street.

The locations for these signs will be chosen by the engineer and will be based upon visibility, parking layout, tree and street light poles and other factors that may effect the driver utilizing the parking spaces on Maine Street, since the signs will carry parking restriction and snow emergency ordinance information.

At 2 signs per each side of a block, or 4 total sites per block, an estimated quantity of 24 each is given. The amount is an estimate and subject to change since increased signage may be required to properly warn motorists about parking restrictions.

This work will be paid for at the contract unit price bid per each for RELOCATE SIGN PANEL AND POST.

FAU 7807 – MAINE, 4TH TO 10TH) Section 06-00300-00-LS Quincy, Adams County, Illinois

CONCRETE FOUDATIONS (SPECIAL)

This work will consist of constructing a concrete light foundation for an historic light that falls in a restricted space area at the southeast corner of 5th and Maine and further outlined on sheet 54 of the plans.

Class SI concrete shall be used for the foundation. All applicable portions of Section 878 of the Standard Specifications shall apply.

This work will be paid for at the contract unit price bid per each for CONCRETE FOUNDATIONS (SPECIAL).

LIGHTING CONTROLLER, PEDESTAL MOUNT

This work will consist of furnishing a cabinet that will house the electrical service, disconnect, contactor, photocell and circuit breakers for the new lighting system circuits that originate in Service Box D in the on the northwest corner of 9th and Maine Street.

This service box for the new lighting system is outlined on sheet 62 of the plans. The new service will not be metered and the new lights added to the franchise agreement the City of Quincy maintains by agreement with AmerenCIPS.

The foundation will be paid for separately

All work will be subject to the inspection and approval of the City of Quincy Electrical Inspector. An electrical permit will be issued at no cost by the city of Quincy but the Contractor will be responsible for obtaining it from the offices of the Electrical Inspector at 7th and Maine.

This work will be paid for at the contract unit price bid per each for LIGHTING CONTROLLER, PEDESTAL MOUNT.

FAU 7807 – MAINE, 4TH TO 10TH) Section 06-00300-00-LS Quincy, Adams County, Illinois

FURNISHING AND SETTING WOOD POSTS

This work will consist of furnishing and setting a 14 foot tall 4 Inch X 4 Inch wood post as per the requirements of Section 730 of the Standard Specifications and the following:

The post shall be buried 4 feet with 10 feet remaining above ground. The post shall be set such that the center of the post is 2 feet from the back of the curb on 7th street where it is being erected to hold a 36" x 36 Inch stop signs going up for northbound and southbound traffic to replace traffic signals that are being removed at this location.

The sign and post must be installed prior to the signal system being turned off. The stop sign must be bagged until the signals are turned off, at which time it shall be permanently exposed.

The post shall be set and straightened after sitting for two weeks. Breakaway drill holes will be required.

A 1 foot square opening in the new sidewalk shall be left around to stop sign post and filled with aggregate to a depth of six inches.

This work will be paid for at the contract unit price bid per each for FURNISHING AND SETTING WOOD POSTS.

STATEMENT ON WORKING DAYS AND SCHEDULE OF CONSTRUCTION

The construction of this project in the core area of the city of Quincy Central Business District will involve and impact numerous small merchants, businesses, specialty shops, restaurants, retail stores and shops, social service agencies and the Quincy City Hall/Police Station Complex. Also involved are many apartment dwellers in the apartments of many buildings along the project, some of which might be vacant on the first floor ground level. Maine Street is also the premier parade route for many civic organizations, with numerous festivals, fairs, concerts and carnivals associated with them and held in Washington Park at the western end of this project.

The city of Quincy Planning and Economic Development Department, together with the Quincy Engineering Department, the Quincy area Chamber of Commerce, the Historic Quincy Business District and the Quincy Convention and Visitors Bureau have met and tried to accommodate the construction of this project with the multitude of events in the area, as well as the specialized needs of the merchants along Maine Street that will be greatly impacted by the temporary loss of parking, restricted customer access and construction noise.

The following construction sequence will also be published in various newsletters such as those published by the Quincy Chamber of Commerce and the Historic District of Quincy in order that the adjoining business merchants are aware of the work in their area and try to limit any events, special sales promotions, celebrations and other business activities that might exacerbate pedestrian traffic into the work area of the Contractor. Many business owners will encourage through signs and flyers that customers utilize back door entrances specifically open for the duration of the construction.

In turn for that cooperation, the Contractor will be held to a somewhat close adherence to the project schedule. The lack or abundance of good weather may speed or slow the activities of the Contractor, and the Engineer shall take that into account when requests by the Contractor to vary from the sequence or to modify the start of the next phase of the project are made. Changes in the sequence may also involve reissuing the newsletters and will thus be an important determining factor in approving a change or modification in the sequence.

The Contractor may be working, for example, on a certain block of the six blocks being reconstructed in this project. A possible parade scheduled to march thru that block on the weekend should have no impact on the Contractor with the possible exception that all equipment be removed from the adjoining parking lane at the work area and the sidewalk in the work area be cordoned off with fencing and tape to protect pedestrians on Maine outside of normal work hours.

A row of parking stalls in the municipal parking lot on Jersey Street, one block south of Maine at 7th Street will be reserved for the Contractor at no cost to use for stockpiling mobile equipment trailers and other equipment throughout the duration of this project.

STATEMENT ON WORKING DAYS AND SCHEDULE OF CONSTRUCTION (continued)

SUGGESTED SEQUENCE OF CONSTRUCTION

Start of construction: Around April I, 2008

Sewer work at 7th, 8th, and 9th and Maine could occur over the winter, weather permitting. Ordering materials, light poles, anchor bolts, mast arms and traffic signal equipment should also occur.

April to May 15th, 2008

Maine Street- 8th to 9th Street. Starting on the east end of the project to avoid the spring festivals in Washington Park.

MAY 15- JUNE 15, 2008

MAINE STREET- 9TH TO 10TH WITH THE SOUTH SIDE OF MAINE STREET BEING CONSTRUCTED FIRST.

JUNE 15- AUGUST 15, 2008

MAINE STREET 7^{TH} TO 8^{TH} , INCLUDING THE INTERSECTION OF 8^{TH} AND MAINE. REMOVAL OF THE TRAFFIC SIGNALS AT 7^{TH} AND MAINE.

AUGUST 1- OCTOBER 15, 2008

MAINE STREET, 5^{TH} TO 7^{TH} , INCLUDING THE INTERSECTIONS OF 5^{TH} AND 6^{TH} AND MAINE STREETS.

SEPT. 15-OCTOBER 15, 2008

MAINE STREET BETWEEN 4TH AND 5TH STREET

OCT. 15- NOVEMBER 1, 2008

RESURFACING AND THERMOPLASTIC PAVEMENT MARKING,

COMPLETION DATE: November 27, 2008.

Other schedules as determined by the Contractor may be considered. Weather conditions and the speed of construction may advance or delay the schedule, but the intent will be to provide coordination with the Uptown merchants and property owners to minimize disruption and expedite the project completion.

STATEMENT ON WORKING DAYS AND SCHEDULE OF CONSTRUCTION (continued)

COMPLETION DATE

All work required in this contract shall be completed by November 27, 2008, with the following interim completion dates:

All Thermoplastic Pavement Marking shall be completed by October 31, 2008.

If the Contractor fails to complete the required work by the completion date, he/she shall be liable for liquidated damages in accordance with Article 108.09 of the Standard Specifications and any other additional special provision which may be attached herein which supplements Article 108.09. The Contractor will also be liable for additional items of work made necessary by not meeting the completion date or additional days allowed. Such items include, but are not restricted to temporary pavement marking and traffic control.

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

SPECIAL PROVISION FOR COOPERATION WITH UTILITIES

Effective: January 1, 1999 Revised: January 1, 2007

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

Replace Article 105.07 of the Standard Specifications with the following:

"105.07 Cooperation with Utilities. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

- (a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:
 - (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.
 - In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.
 - (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
 - (3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.
- (b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:
 - (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
 - (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

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

SPECIAL PROVISION FOR INSURANCE

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

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

The Contractor shall name the following entities as additional insured under the Contractor's

general liability insurance policy in accordance with Article 107.27:

City of Quincy

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

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

SPECIAL PROVISION FOR CONSTRUCTION AND MAINTENANCE SIGNS

Effective: January 1, 2004 Revised: January 1, 2007

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

701.14. Signs. Add the following paragraph to subparagraph (a) in Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.

CEMENT (BDE)

Effective: January 1, 2007

Revise Section 1001 of the Standard Specifications to read:

"SECTION 1001. CEMENT

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

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

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

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

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

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

For cast-in-place construction, portland-pozzolan cements shall only be used from April 1 to October 15.

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

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

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

For cast-in-place construction, portland blast-furnace slag cements shall only be used from April 1 to October 15.

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

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
 - (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
 - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
 - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
 - (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
 - (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The

chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al_2O_3), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO₃), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

- **1001.02 Uniformity of Color.** Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.
- **1001.03 Mixing Brands and Types.** Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.
- 1001.04 Storage. Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 1, 2007

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

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

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

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

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

- (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.il.gov.

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

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

project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The name and address of each DBE to be used;
 - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
 - (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
 - (5) If the bidder is a joint venture comprised of DBE 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 working day period in order to cure the deficiency.

<u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to

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

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

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show

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

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

ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

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

Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau 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 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.

DOWEL BARS (BDE)

Effective: April 1, 2007

Revise the fifth sentence of Article 1006.11(b) of the Standard Specifications to read:

"The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm)."

EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

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Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

"Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4)."

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

- "(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.
 - a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book). The applicable hourly rate is defined as the FHWA hourly rate, from the time period the force account work begins, adjusted for both the model year of the equipment and the Illinois region. The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made according to: 0.5 x (AHR EOC).

Where: AHR = Applicable Hourly Rate (defined above)
EOC = Estimated Operating Costs per hour (from the Blue Book)

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the

equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

All prices shall be agreed to in writing before the equipment is used."

ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)

Effective:	January 1, 2007
Revised:	August 1, 2007

- Page 60 Article 109.07(a). In the second line of the first paragraph change "amount" to "quantity".
- Page 154 Article 312.05. In the second line of the fifth paragraph change "180 °C" to "175 °C".
- Page 207 Article 406.14. In the second line of the second paragraph change "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS, of the mixture composition specified;" to "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS;".
- Page 237 Article 420.18. In the second line of the first paragraph change "October 15" to "November 1".
- Page 345 Article 505.08(I). In the third line of the first paragraph change "1/8 mm" to "1/8 in.".
- Page 345 Article 505.08(I). In the nineteenth line of the first paragraph change "is" to "in".
- Page 379 Article 512.15. In the first and sixth lines of the third paragraph change "50 percent" to "ten percent".
- Page 383 Article 516.04(b)(1). In the fifth line of the first paragraph change "drillingpouring" to "pouring".
- Page 390 Article 520.02(h). Change "1027.021" to "1027.01".
- Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:

"Excavation in rock will be measured for payment according to Article 502.12.

Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be measured for payment according to Article 202.07."

Page 398 Article 540.08. Add the following two paragraphs after the fifth paragraph:

"Excavation in rock will be paid for according to Article 502.13.

Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be paid for according to Article 202.08."

- Page 435 Article 542.04(b). Delete the last sentence of the last paragraph.
- Page 465 Article 551.06. In the second line of the first paragraph change "or" to "and/or".

- Page 585 Article 701.19(a). Add "701400" to the second line of the first paragraph.
- Page 586 Article 701.19(c). Delete "701400" from the second line of the first paragraph.
- Page 586 Article 701.19. Add the following subparagraph to this Article:
 - "(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05."
- Page 587 Article 701.20(b). Delete "TRAFFIC CONTROL AND PROTECTION STANDARD 701400;" from the first paragraph.
- Page 588 Article 701.20. Add the following subparagraph to this Article.
 - "(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06."
- Page 639 Article 805.04. In the first line of the second paragraph change "changes" to "charges".
- Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete "5.65 (TY III)", and add to the maximum cement factor for Class PC Concrete "7.05 (TY III)".
- Page 765 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria (metric), add to the minimum cement factor for Class PC Concrete "335 (TY III)", and add to the maximum cement factor for Class PC Concrete "418 (TY III)".
- Page 800 Article 1030.05(a)(12). Revise "Dust Collection Factor" to "Dust Correction Factor".
- Page 800 Article 1030.05(a)(14). Revise the first occurrence of Article 1030.05(a)(14) to Article 1030.05(a)(13).
- Page 800 Article 1030.05(a). Add to the list of QC/QA documents "(16) Calibration of Equipment for Asphalt Content Determination".
- Page 809 Article 1030.05. Revise the subparagraph "(a) Quality Assurance by the Engineer." to read "(e) Quality Assurance by the Engineer."
- Page 889 Article 1069.02(a)(2). In the third line of the first paragraph add "stainless steel" in front of "screws".
- Page 889 Article 1069.02(b). Delete the third paragraph.
- Page 890 Article 1069.02(c). Delete subparagraph (c).

- Page 946 Article 1080.03(a)(1). In the third line of the first paragraph revise "(300 μ m)" to "(600 μ m)".
- Page 963 Article 1083.02(b). In the second line of the first paragraph revise "ASTM D 4894" to "ASTM D 4895".
- Page 1076 In the Index of Pay Items delete the pay item "BITUMINOUS SURFACE REMOVAL -- BUTT JOINT".

HOT-MIX ASPHALT EQUIPMENT, SPREADING AND FINISHING MACHINE (BDE)

Effective: January 1, 2005 Revised: January 1, 2007

Revise the fourth paragraph of Article 1102.03 of the Standard Specifications to read:

"The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to uniformly place a non-segregated mixture in front of the screed. The distribution system shall have chain curtains, deflector plates, and /or other devices designed and built by the paver manufacturer to prevent segregation during distribution of the mixture from the hopper to the paver screed. The Contractor shall submit a written certification that the devices recommended by the paver manufacturer to prevent segregation have been installed and are operational. Prior to paving, the Contractor, in the presence of the Engineer, shall visually inspect paver parts specifically identified by the manufacturer for excessive wear and the need for replacement. The Contractor shall supply a completed check list to the Engineer noting the condition of the parts. Worn parts shall be replaced. The Engineer may require an additional inspection prior to placement of the surface course or at other times throughout the work."

LEGAL REQUIREMENTS TO BE OBSERVED (BDE)

Effective: August 1, 2007

Revise Article 107.01 of the Standard Specifications to read:

"107.01 Legal Requirements to be Observed. The Contractor warrants that it is, and that it shall keep fully informed of all legal requirements found in Federal, State, and local laws, ordinances, rules and regulations, and all orders, decrees, notices of violation or enforcement actions issued by any judicial or administrative body, board, agency, or tribunal having any jurisdiction or authority, that in any manner affect those engaged or employed to perform the work of the contract, or that affect the performance and conduct of the work of the contract. Unless otherwise provided in the contract, the Contractor shall obtain and keep current all permits and licenses, and give all notices required for the performance of the work of the contract that may be required by all such laws, ordinances, rules, regulations, orders, decrees, notices, and actions. The Contractor shall observe and obey all such laws, ordinances, rules, regulations, orders, decrees, notices, and actions; and shall indemnify and save harmless the State, the Department and all of its officers, agents, employees, and servants against any claim, liability, fine, or monetary assessment arising from the breach of this article or the violation of any such law, ordinance, rule, regulation, order, decree, notice or action, whether by the Contractor, a subcontractor, a supplier of material or service, others engaged by the Contractor, or the employees of any of them. Except as expressly mandated by law or regulation, or otherwise provided in the contract, the Department shall not be responsible for monitoring the Contractor's compliance with any law, ordinance, rule, regulation, order, decree, notice, or action. However, on noticing any violation of a legal requirement, the Department will notify the Contractor and the agency responsible for enforcement. The Department will cooperate with other agencies in their efforts to enforce legal requirements and may assist any such agency's effort to obtain Contractor compliance. The Contractor shall comply fully with any and all requests made by the Department within the time specified. The obligations of the Contractor under this article shall not be released or diminished by the issuance of any notice of violation or enforcement action to or in the name of the Department."

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7.7

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.

PLANTING WOODY PLANTS (BDE)

Effective: January 1, 2006

Revise the first and second paragraphs of Article 253.14 of the Standard Specifications to read:

"253.14 Period of Establishment. Prior to being accepted, the plants shall endure a period of establishment. This period shall begin in June and end in September of the same year. To qualify for inspection, plants shall have been in place, in a live healthy condition, on or before June 1 of the year of inspection. To be acceptable, plants shall be in a live healthy condition, representative of their species, at the time of inspection in the month of September.

When the planting work is performed by a subcontractor, this delay in inspection and acceptance of plants shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party performance bond naming the Department as obligee in the full amount of the planting quantities listed in the contract, multiplied by their contract unit prices. The bond shall be executed prior to acceptance and final payment of the non-planting items and shall be in full force and effect until final inspection and acceptance of all plants including replacements. Execution of the third party bond shall be the option of the prime Contractor."

Revise Article 253.16 of the Standard Specifications to read:

"253.16 Method of Measurement. This work will be measured for final payment, in place, after the period of establishment. Trees, shrubs, and vines will be measured as each individual plant. Seedlings will be measured in units of 100 plants."

Revise Article 253.17 of the Standard Specifications to read:

- "253.17 Basis of Payment. This work will be paid for at the contract unit price per each for TREES, SHRUBS, and VINES, of the species, root type, and plant size specified; and per unit for SEEDLINGS. Payment will be made according to the following schedule.
 - (a) Initial Payment. Upon planting, 75 percent of the pay item(s) will be paid.
 - (b) Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining 25 percent of the pay item(s) will be paid."

PRECAST CONCRETE HANDLING HOLES (BDE)

with the following:

Effective: January 1, 2007 Add the following to Article 540.02 of the Standard Specifications: "(g) Handling Hole Plugs......1042.16" Add the following paragraph after the sixth paragraph of Article 540.06 of the Standard Specifications: "Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar, or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar." Add the following to Article 542.02 of the Standard Specifications: "(ee) Handling Hole Plugs1042.16" Revise the fifth paragraph of Article 542.04(d) of the Standard Specifications to read: "Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation." Add the following to Article 550.02 of the Standard Specifications: "(o) Handling Hole Plugs......1042.16" Replace the fourth sentence of the fifth paragraph of Article 550.06 of the Standard Specifications with the following: "Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation." Add the following to Article 602.02 of the Standard Specifications: "(p) Handling Hole Plugs...... 1042.16(a)" Replace the fifth sentence of the first paragraph of Article 602.07 of the Standard Specifications

"Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar."

Add the following to Section 1042 of the Standard Specifications:

"1042.16 Handling Hole Plugs. Plugs for handling holes in precast concrete products shall be as follows.

- (a) Precast Concrete Plug. The precast concrete plug shall have a tapered shape and shall have a minimum compressive strength of 3000 psi (20,700 kPa) at 28 days.
- (b) Polyethylene Plug. The polyethylene plug shall have a "mushroom" shape with a flat round top and a stem with three different size ribs. The plug shall fit snuggly and cover the handling hole.

The plug shall be according to the following.

Mechanical Properties	Test Method	Value (min.)
Flexural Modulus	ASTM D 790	3300 psi (22,750 kPa)
Tensile Strength (Break)	ASTM D 638	1600 psi (11,030 kPa)
Tensile Strength (Yield)	ASTM D 638	1200 psi (8270 kPa)

Thermal Properties	Test Method	Value (min.)
Brittle Temperature	ASTM D 746	-49 °F (-45 °C)
Vicat Softening Point	ASTM D 1525	194 °F (90 °C)"

RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007 Revised: August 1, 2007

In Article 1030.02(g), delete the last sentence of the first paragraph in (Note 2).

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT

1031.01 Description. Reclaimed asphalt pavement (RAP) is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

1031.02 Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the District to provide verification of the quality of the RAP to clarify appropriate stockpile.

- (a) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (b) Conglomerate 5/8. Conglomerate 5/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 5/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate 5/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (c) Conglomerate 3/8. Conglomerate 3/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least B quality. This RAP may have an

inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 3/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 3/8 in. (9.5 mm) or smaller screen. Conglomerate 3/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

- (d) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (e) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

1031.03 Testing. When used in HMA, the RAP shall be sampled and tested either during or after stockpiling.

For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Before extraction, each field sample shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

(a) Testing Conglomerate 3/8. In addition to the requirements above, conglomerate 3/8 RAP shall be tested for maximum theoretical specific gravity (G_{mm}) at a frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

(b) Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G_{mm}. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	Homogeneous / Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		±5%
1/2 in. (12.5 mm)	±8%	± 15 %
No. 4 (4.75 mm)	±6%	± 13 %
No. 8 (2.36 mm)	±5%	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	±5%	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	± 0.4 % 1/	± 0.5 %
G _{mm}	± 0.02 ^{2/}	

- 1/ The tolerance for conglomerate 3/8 shall be ± 0.3 %.
- 2/ Applies only to conglomerate 3/8. When variation of the G_{mm} exceeds the \pm 0.02 tolerance, a new conglomerate 3/8 stockpile shall be created which will also require an additional mix design.

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt binder content test results fall outside the appropriate tolerances, the RAP shall not be used in HMA unless the RAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

1031.04 Quality Designation of Aggregate in RAP. The quality of the RAP shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (a) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) surface mixtures are designated as containing Class B quality coarse aggregate.
- (b) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder and IL-9.5L surface mixtures are designated as Class D quality coarse aggregate.
- (c) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.

(d) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

1031.05 Use of RAP in HMA. The use of RAP in HMA shall be as follows.

- (a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- (c) Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be either homogeneous or conglomerate 3/8, in which the coarse aggregate is Class B quality or better.
- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be homogeneous, conglomerate 5/8, or conglomerate 3/8, in which the coarse aggregate is Class C quality or better.
- (e) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate 5/8, conglomerate 3/8, or conglomerate DQ.
- (f) The use of RAP shall be a contractor's option when constructing HMA in all contracts. When the contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table for a given N Design.

Max RAP Percentage

HMA MIXTURES 1/, 3/	MAXIMUM % RAP		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10
50	25	15	10
70	15 / 25 ^{2/}	10 / 15 ^{2/}	10
90	10	10	10
105	10	10	10

- 1/ For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.
- 2/ Value of Max % RAP if 3/8 RAP is utilized.

3/ When RAP exceeds 20%, the high & low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25% RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

1031.06 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP material meeting the above detailed requirements.

RAP designs shall be submitted for volumetric verification. If additional RAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

1031.07 HMA Production. The coarse aggregate in all RAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

To remove or reduce agglomerated material, a scalping screen, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If the RAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design. When producing mixtures containing conglomerate 3/8 RAP, a positive dust control system shall be utilized.

HMA plants utilizing RAP shall be capable of automatically recording and printing the following information.

- (a) Dryer Drum Plants.
 - (1) Date, month, year, and time to the nearest minute for each print.
 - (2) HMA mix number assigned by the Department.
 - (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - (4) Accumulated dry weight of RAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

- (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.
- (8) Aggregate and RAP moisture compensators in percent as set on the control panel. (Requied when accumulated or individual aggregate and RAP are printed in wet condition.)
- (b) Batch Plants.
 - (1) Date, month, year, and time to the nearest minute for each print.
 - (2) HMA mix number assigned by the Department.
 - (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
 - (4) Mineral filler weight to the nearest pound (kilogram).
 - (5) RAP weight to the nearest pound (kilogram).
 - (6) Virgin asphalt binder weight to the nearest pound (kilogram).
 - (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Other". The testing requirements of Article 1031.03 shall not apply.
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

Revise the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

"At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange.

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material				
Observation	Entrance Angle			Fluorescent
Angle (deg.)	(deg.)	White	Orange	Orange
0.2	-4	365	160	150
0.2	+30	175	80	70
0.5	-4	245	100	95
0.5	+30	100	50	40"

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

"Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

"The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005 Revised: January 1, 2007

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

- "(a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.
 - (1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.
 - a. Chemical Composition. The chemical composition of the bars shall be according to the following table.

	CHEMICAL COMPOS	SITION
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	21, 31	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 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
- d. Spiral Reinforcment. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
- (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.
 - a. Certification. The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.
 - b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcment is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
 - c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004 Revised: January 1, 2007

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

<u>Usage</u>. Self-consolidating concrete may be used for precast concrete products.

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. The mix design criteria shall be as follows:

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

<u>Placing and Consolidating</u>. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer.

Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.

<u>Mix Design Approval</u>. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

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.

THERMOPLASTIC PAVEMENT MARKINGS (BDE)

Effective: January 1, 2007

Revise Article 1095.01(a)(2) of the Standard Specifications to read:

"(2) Pigment. The pigment used for the white thermoplastic compound shall be a high-grade pure (minimum 93 percent) titanium dioxide (TiO₂). The white pigment content shall be a minimum of ten percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

The pigments used for the yellow thermoplastic compound shall not contain any hazardous materials listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1. The combined total of RCRA listed heavy metals shall not exceed 100 ppm when tested by X-ray fluorescence spectroscopy. The pigments shall also be heat resistant, UV stable and color-fast yellows, golds, and oranges, which shall produce a compound which shall match Federal Standard 595 Color No. 33538. The pigment shall be uniformly distributed throughout the thermoplastic compound."

Revise Article 1095.01(b)(1)e. of the Standard Specifications to read:

"e. Daylight Reflectance and Color. The thermoplastic compound after heating for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) and cooled at 77 °F (25 °C) shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degree circumferential/zero degree geometry, illuminant C, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White: Daylight Reflectance75 percent min. *Yellow: Daylight Reflectance45 percent min.

*Shall meet the coordinates of the following color tolerance chart.

x 0.490 0.475 0.485 0.530 y 0.470 0.438 0.425 0.456"

Revise Article 1095.01(b)(1)k. of the Standard Specifications to read:

"k. Accelerated Weathering. After heating the thermoplastic for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) the thermoplastic shall be applied to a steel wool abraded aluminum alloy panel (Federal Test Std. No. 141, Method 2013) at a film thickness of 30 mils (0.70 mm) and allowed to cool for 24 hours at room temperature. The coated panel shall be subjected to accelerated weathering

using the light and water exposure apparatus (fluorescent UV - condensation type) for 75 hours according to ASTM G 53 (equipped with UVB-313 lamps).

The cycle shall consist of four hours UV exposure at 122 °F (50 °C) followed by four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the panel shall not exceed 10 Hunter Lab Delta E units from the original material."

TRAFFIC SIGNAL GROUNDING (BDE)

Effective: April 1, 2006 Revised: January 1, 2007

Revise Article 873.02 of the Standard Specifications to read:

"873.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Electric Cable – Signal, Lead-in, Communication, Service,	
and Equipment Grounding Conductor	1076.04
(b) Electrical Raceway Materials	

Revise Article 873.04 of the Standard Specifications to read:

"873.04 Grounding System. All traffic signal circuits shall include an equipment grounding conductor according to Article 801.04. The equipment grounding conductor shall consist of a continuous, green, insulated conductor Type XLP, No. 6 AWG, stranded copper installed in raceways and bonded to each metal enclosure (handhole, post, mast arm pole, signal cabinet, etc.). All clamps shall be bronze or copper, UL approved.

A grounding cable with connectors shall be installed between each handhole cover and frame. The grounding cable shall be looped over cable hooks installed in the handholes and 5 ft (1.5 m) of extra cable shall be provided between the frame and cover.

All equipment grounding conductors shall terminate at the ground bus in the controller cabinet. The neutral conductor and the equipment grounding conductor shall be connected in the service installation. At no other point in the traffic signal system shall the neutral and equipment grounding conductors be connected."

Revise Article 873.05 of the Standard Specifications to read:

"873.05 Method of Measurement. Electric cable will be measured for payment in feet (meters) in place. The length of measurement shall be the distance horizontally and vertically measured between the changes in direction, including cables in mast arms, mast arm poles, signal posts, and extra cable length as specified in Article 873.03. The vertical cable length shall be measured according to the following schedule.

Location	Cable Length
Foundation (signal post, mast arm pole, controller cabinet)	3 ft (1 m)
Mast Arm Pole (mast arm mounted signal head)	20 ft (6 m)
Mast Arm Pole	
(bracket mounted signal head attached to mast arm pole)	13 ft (4 m)
Signal Post (bracket or post mounted signal head)	13 ft (4 m)
Pedestrian Push Button	6 ft (2 m)"

Add the following Article to Section 873 of the Standard Specifications:

"873.06 Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for ELECTRIC CABLE, of the method of installation (IN TRENCH, IN CONDUIT, or AERIAL SUSPENDED), of the type, size, and number of conductors specified.

The type specified will indicate the method of installation and whether the electric cable is Service, Signal, Lead-in, Communication, or Equipment Grounding Conductor."

Revise the heading of Article 1076.04 of the Standard Specifications to read:

"1076.04 Electric Cable - Signal, Lead-in, Communication, Service, and Equipment Grounding Conductor."

Add the following paragraph to the end of Article 1076.04 of the Standard Specifications:

"(e) Equipment Grounding Conductor. The cross linked polyethylene (XLP) insulated conductor shall be according to Articles 1066.02 and 1066.03. The stranded copper conductor shall be No. 6 AWG and the insulation color shall be green."

WATER BLASTER WITH VACUUM RECOVERY (BDE)

Effective: April 1, 2006 Revised: January 1, 2007

Add the following to Article 783.02 of the Standard Specifications.

"(c) Water Blaster with Vacuum Recovery1101.12"

Revise Article 1101.12 of the Standard Specifications to read.

"1101.12 Water Blaster with Vacuum Recovery. The water blaster shall remove the stripe from the pavement using a high pressurized water spray with a vacuum recovery system to provide a clean, almost dry surface, without the use of a secondary cleanup process. The removal shall be to the satisfaction of the Engineer. The equipment shall contain a storage system that allows for the storage of the wastewater while retaining the debris. The operator shall be in immediate control of the blast head."

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within * working days.

80071

* Completion Date November 27, 2008

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 word 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.
- 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.

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

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

Page 1

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

paid within each classification to deter

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 qualifiable 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:
 - 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 advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable $\,$ wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

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 Federallyassisted 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 suncontractors.

- 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 that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractors' own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

- 2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

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 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 tie 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.
- 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 shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at http://www.dot.state.il.us/desenv/delett.html.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at http://www.dot.state.il.us/desenv/subsc.html.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.