

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

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RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting November 18, 2005

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

NOTICE TO PROSPECTIVE BIDDERS

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

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 97262
JERSEY County
Section 99-00013-00-HP (Grafton)
Project SBIL-9805(2)
District 8 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

INSTRUCTIONS

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

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

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

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

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
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Mailing of CD-ROMS	217/782-7806

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PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

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

**Contract No. 97262
JERSEY County
Section 99-00013-00-HP (Grafton)
Project SBIL-9805(2)
District 8 Construction Funds**

Construction consists of a restroom facility at Water Srteet and Mulberry Street along the banks of the Mississippi River in Grafton.

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

RETURN WITH BID

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

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

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

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

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

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

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

Attach Cashier's Check or Certified Check Here

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

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

Item _____

Section No. _____

County _____

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

BD 354 (Rev. 11/2001)

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

STATE JOB #- C-98-118-99
 PPS NBR - 8-10143-0000

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 97262

ECMS002 DTGECM03 ECMR003 PAGE 1
 RUN DATE - 10/04/05
 RUN TIME - 183356

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
JERSEY	083	08	99-00013-00-HP (GRAFTON)	SBIL-9805/002/000	N/A

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
XX006415	REST/SH BLDG COMPLETE	L SUM	1.000 X			=	
67100100	MOBILIZATION	L SUM	1.000 X			=	
TOTAL \$							

NOTE:

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

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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.

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

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I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

C. Educational Loan

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

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

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

D. Bid-Rigging/Bid Rotating

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

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

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

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

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

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

E. International Anti-Boycott

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

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

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

F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. ADDENDA

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

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

CERTIFICATION STATEMENT

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

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

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

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

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

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

Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

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

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

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

D. Bidders Submitting More Than One Bid

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

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

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information)

NAME:

ADDRESS

Type of ownership/distributable income share:

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

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

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

Yes ___ No ___

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

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

RETURN WITH BID/OFFER

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

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

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

Yes ___ No ___

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

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

- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____

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

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

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

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

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

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

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

RETURN WITH BID/OFFER

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

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

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

APPLICABLE STATEMENT

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

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

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

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

NOT APPLICABLE STATEMENT

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

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

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date _____

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)	

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 97262
JERSEY County
Section 99-00013-00-HP (Grafton)
Project SBIL-9805(2)
Route
District 8 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

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

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

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 97262
JERSEY County
Section 99-00013-00-HP (Grafton)
Project SBIL-9805(2)
Route
District 8 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

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

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

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

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

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

Attest _____
Signature _____
Business Address _____

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

RETURN WITH BID



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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

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

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

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

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

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

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

My commission expires Notary Public

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

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

Contract No. 97262
JERSEY County
Section 99-00013-00-HP (Grafton)
Project SBIL-9805(2)
Route
District 8 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., November 18, 2005. 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. 97262
JERSEY County
Section 99-00013-00-HP (Grafton)
Project SBIL-9805(2)
Route
District 8 Construction Funds**

Construction consists of a restroom facility at Water Street and Mulberry Street along the banks of the Mississippi River in Grafton.

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

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

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

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

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- 2. WATER SERVICE
- 2. ACCESSIBLE PARKING CONSTRUCTION
- 3.-87. RESTROOM/SHOWER BUILDING CONSTRUCTION SPECIAL PROVISIONS
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107-1	"Nationwide Permit No. 14" (Eff. 2-1-04) (Rev. 3-1-05). Developed by the Bureau of Local Roads and Streets..... to outline the necessary requirements to comply with No. 14 permits.	
107-2	"Railroad Protective Liability Insurance for Local Lettings" (Eff. 3-1-05). Developed by the Bureau of Local Roads & Streets to require insurance policies to be submitted to the letting agency rather than the department.	
108	"Combination Bids (Eff. 1-1-94)(Rev. 3-1-05). Developed by the Bureau of Local Roads & Streets to allow the revision of working days and calendar days. Revised to incorporate applicable portions of deleted Sections 102 & 103	
109	"Contract Claims" (Eff. 1-1-02) (Rev. 5-1-02). Developed by the Bureau of Local Roads..... and Streets to assist local agencies in handling contract claims.	
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355-1	"Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10-1-73)(Rev. 1-1-02).....	
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400	"Penetrating Emulsified Prime" (Eff. 4-1-84)(Rev. 1-1-02).....	
402	"Salt Stabilized Surface Course" (Eff. 2-20-63)(Rev. 1-1-02).....	
403-1	"Penetrating Emulsified Asphalt" (Eff. 1-1-94)(Rev. 1-1-02). Developed for bituminous..... surface treatments on roads that require flexibility and penetration due to low traffic volume.	
403-2	Bituminous Hot Mix Sand Seal Coat" (Eff. 8-1-69)(Rev. 1-1-02).....	
420	"PCC Pavement (Special)" (Eff. 5-12-64)(Rev. 1-1-02). Developed by the Bureau of Local Roads & Streets to allow local agencies to construct quality PCC pavements for low volume roads.	
430	"Paving Brick and Concrete Paver Pavements and Sidewalks" (Eff 1-1-04) Developed by the Bureau of Local Roads & Streets and the Bureau of Materials & Physical Research to provide statewide requirements for paving brick and concrete paver pavements and sidewalks.	
442	"Bituminous Patching Mixtures for Maintenance Use" (Eff 1-1-04). Developed by the Bureau of Local Roads & Streets to reference approved bituminous patching mixtures.	
451	"Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10-1-91)(Rev. 1-1-02).....	
503-1	"Furnishing Class SI Concrete" (Eff. 10-1-73)(Rev. 1-1-02).....	
503-2	"Furnishing Class SI Concrete (Short Load)" (Eff. 1-1-89) (Rev. 1-1-02). Developed by the Bureau of Local Roads and Streets to allow a load charge to be added when short loads are expected during the contract.	
542	"Pipe Culverts, Type (Furnished)" (Eff. 9-1-64) (Rev. 1-1-02).....	
663	"Calcium Chloride Applied" (Eff. 6-1-58) (Rev. 1-1-02).....	
671	Rescinded	
701	"Flagger Certification" (Eff. 1-1-93) (Rev. 1-1-02).....	
702	"Construction and Maintenance Signs" (Eff 1-1-04) Developed by the Bureau of Local Roads & Streets to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs.	
1004	"Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1-1-02). Developed by the Bureau of Materials & Physical Research, the Bureau of Local Roads & Streets, and Local Agencies to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt.	
1013	"Rock Salt (Sodium Chloride)" (Eff. 8-1-69) (Rev. 1-1-02).....	

BDE SPECIAL PROVISIONS
For The November 18, 2005 Letting

The following special provisions indicated by an "x" are applicable to this contract and will be included by the Project Development and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

<u>File Name</u>	<u>Pg.#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099		Accessible Pedestrian Signals (APS)	April 1, 2003	
80141		Additional Award Criteria	June 1, 2004	
80108		Asbestos Bearing Pad Removal	Nov. 1, 2003	
72541		Asbestos Waterproofing Membrane and Asbestos Bituminous Concrete Surface Removal	June 1, 1989	June 30, 1994
80128		Authority of Railroad Engineer	July 1, 2004	
80065		Bituminous Base Course/Widening Superpave	April 1, 2002	Aug. 1, 2005
80050		Bituminous Concrete Surface Course	April 1, 2001	April 1, 2003
80142		Bituminous Equipment, Spreading and Finishing Machine	Jan. 1, 2005	
80066		Bridge Deck Construction	April 1, 2002	April 1, 2004
50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
50531		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Aug. 1, 2001
80118		Butt Joints	April 1, 2004	April 1, 2005
80031		Calcium Chloride Accelerator for Portland Cement Concrete Patching	Jan. 1, 2001	
80077		Chair Supports	Nov. 1, 2002	Nov. 2, 2002
80051		Coarse Aggregate for Trench Backfill, Backfill and Bedding	April 1, 2001	Nov. 1, 2003
80094	92	X Concrete Admixtures	Jan. 1, 2003	July 1, 2004
80112		Concrete Barrier	Jan. 1, 2004	April 2, 2004
80102		Corrugated Metal Pipe Culverts	Aug. 1, 2003	July 1, 2004
* 80114	97	X Curing and Protection of Concrete Construction	Jan. 1, 2004	Nov. 1, 2005
80146	105	X Detectable Warnings	Aug. 1, 2005	
* 80029	107	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	June 22, 2005
80144		Elastomeric Bearings	April 1, 2005	
31578		Epoxy Coating on Reinforcement	April 1, 1997	Jan. 1, 2003
80041		Epoxy Pavement Marking	Jan. 1, 2001	Aug. 1, 2003
80055		Erosion and Sediment Control Deficiency Deduction	Aug. 1, 2001	Nov. 1, 2001
80103		Expansion Joints	Aug. 1, 2003	
80101	115	X Flagger Vests	April 1, 2003	Aug. 1, 2005
80079	116	X Freeze-Thaw Rating	Nov. 1, 2002	
80072		Furnished Excavation	Aug. 1, 2002	Nov. 1, 2004
80054		Hand Vibrator	Nov. 1, 2003	
80147		Illuminated Sign	Aug. 1, 2005	
80109		Impact Attenuators	Nov. 1, 2003	
80110		Impact Attenuators, Temporary	Nov. 1, 2003	April 1, 2004
80104		Inlet Filters	Aug. 1, 2003	
80080		Insertion Lining of Pipe Culverts	Nov. 1, 2002	Aug. 1, 2003
* 80150		Light Emitting Diode (LED) Pedestrian Signal Head	Nov. 1, 2005	
* 80067		Light Emitting Diode (LED) Signal Head	April 1, 2002	Nov. 1, 2005
80081		Lime Gradation Requirements	Nov. 1, 2002	
80133		Lime Stabilized Soil Mixture	Nov. 1, 2004	April 1, 2005
80045		Material Transfer Device	June 15, 1999	March 1, 2001
80137		Minimum Lane Width with Lane Closure	Jan. 1, 2005	
80138		Mulching Seeded Areas	Jan. 1, 2005	
80082		Multilane Pavement Patching	Nov. 1, 2002	
80129		Notched Wedge Longitudinal Joint	July 1, 2004	
80069		Organic Zinc-Rich Paint System	Nov. 1, 2001	Aug. 1, 2003
80116	117	X Partial Payments	Sept. 1, 2003	
80013		Pavement and Shoulder Resurfacing	Feb. 1, 2000	July 1, 2004

File Name	Pg.#		Special Provision Title	Effective	Revised
53600			Pavement Thickness Determination for Payment	April 1, 1999	Jan. 1, 2004
80022	118	X	Payments to Subcontractors	June 1, 2000	Sept. 1, 2003
80155	119	X	Payrolls and Payroll Records	Aug. 10, 2005	
80130	121	X	Personal Protective Equipment	July 1, 2004	
80134			Plastic Blockouts for Guardrail	Nov. 1, 2004	
80073			Polymer Modified Emulsified Asphalt	Nov. 1, 2002	
80119			Polyurea Pavement Marking	April 1, 2004	
80124			Portable Changeable Message Signs	Nov. 1, 1993	April 2, 2004
* 80139	122	X	Portland Cement	Jan. 1, 2005	Nov. 1, 2005
80083	123	X	Portland Cement Concrete	Nov. 1, 2002	
80036			Portland Cement Concrete Patching	Jan. 1, 2001	Jan. 1, 2004
419	124	X	Precast Concrete Products	July 1, 1999	Nov. 1, 2004
80120			Precast, Prestressed Concrete Members	April 1, 2004	
80084			Preformed Recycled Rubber Joint Filler	Nov. 1, 2002	
80015			Public Convenience and Safety	Jan. 1, 2000	
80121			PVC Pipeliner	April 1, 2004	April 1, 2005
80122			Railroad, Full-Actuated Controller and Cabinet	April 1, 2004	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	May 1, 1988
80105			Raised Reflective Pavement Markers (Bridge)	Aug. 1, 2003	
80011			RAP for Use in Bituminous Concrete Mixtures	Jan. 1, 2000	April 1, 2002
* 80151			Reinforcement Bars	Nov. 1, 2005	
80032			Remove and Re-Erect Steel Plate Beam Guardrail and Traffic Barrier Terminals	Jan. 1, 2001	Jan. 1, 2005
80085			Sealing Abandoned Water Wells	Nov. 1, 2002	
80131			Seeding and Sodding	July 1, 2004	Aug. 1, 2005
* 80152			Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	
* 80132	125	X	Self-Consolidating Concrete for Precast Products	July 1, 2004	Nov. 1, 2005
80096			Shoulder Rumble Strips	Jan. 1, 2003	
80140			Shoulder Stabilization at Guardrail	Jan. 1, 2005	
80135			Soil Modification	Nov. 1, 2004	April 1, 2005
80070			Stabilized Subbase and Bituminous Shoulders Superpave	April 1, 2002	Aug. 1, 2005
80127			Steel Cost Adjustment	April 2, 2004	July 1, 2004
* 80153			Steel Plate Beam Guardrail	Nov. 1, 2005	
80143	127	X	Subcontractor Mobilization Payments	April 2, 2005	
80086			Subgrade Preparation	Nov. 1, 2002	
80136			Superpave Bituminous Concrete Mixture IL-4.75	Nov. 1, 2004	
80010			Superpave Bituminous Concrete Mixtures	Jan. 1, 2000	April 1, 2004
80039			Superpave Bituminous Concrete Mixtures (Low ESAL)	Jan. 1, 2001	April 1, 2004
* 80075			Surface Testing of Pavements	April 1, 2002	Nov. 1, 2005
80145			Suspension of Slipformed Parapets	June 11, 2004	
80092			Temporary Concrete Barrier	Oct. 1, 2002	Nov. 1, 2003
80087			Temporary Erosion Control	Nov. 1, 2002	
80008			Temporary Module Glare Screen System	Jan. 1, 2000	
80106			Temporary Portable Bridge Traffic Signals	Aug. 1, 2003	
80098			Traffic Barrier Terminals	Jan. 1, 2003	
57291	128	X	Traffic Control Deficiency Deduction	April 1, 1992	Jan. 1, 2005
20338			Training Special Provisions	Oct. 15, 1975	
80107			Transient Voltage Surge Suppression	Aug. 1, 2003	
80123			Truck Bed Release Agent	April 1, 2004	
* 80154			Turf Reinforcement Mat	Nov. 1, 2005	
80149			Variable Spaced Tining	Aug. 1, 2005	
80048	129	X	Weight Control Deficiency Deduction	April 1, 2001	Aug. 1, 2002
80090			Work Zone Public Information Signs	Sept. 1, 2002	Jan. 1, 2005
80125			Work Zone Speed Limit Signs	April 2, 2004	April 15, 2004
* 80126			Work Zone Traffic Control	April 2, 2004	Nov. 1, 2005
80097	131	X	Work Zone Traffic Control Devices	Jan. 1, 2003	Nov. 1, 2004

<u>File Name</u>	<u>Pg.#</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80071	133	<input checked="" type="checkbox"/>	Working Days	Jan. 1, 2002	

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

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

43761 Driving Guardrail Posts This special provision has been made obsolete by revising Standard 630201 and issuing the BDE Special Provision, "Shoulder Stabilization at Guardrail".

80091 Underdrain Operations This special provision is no longer required and has been deleted.

The following special provisions are in the 2005 Supplemental Specifications and Recurring Special Provisions:

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80052	Adjusting Frames and Grates	Sections 602, 603, and 1043	Aug. 1, 2001	Nov. 1, 2001
80093	Articulated Block Revetment Mat	Sections 285 and 1005	Jan. 1, 2003	
80078	Controlled Aggregate Mixing System	Sections 311, 351, and 481	Nov. 1, 2002	
80100	Epoxy Coatings for Steel Reinforcement	Section 1006	April 1, 2003	
80095	Precast Block Revetment Mat	Sections 285 and 1005	Jan. 1, 2003	
80074	Shoulder Inlets with Curb	Section 610	Aug. 1, 2002	
80117	Stone for Erosion Protection, Sediment Control, and Rockfill	Sections 281 and 1005	Jan. 1, 2004	
80088	Traffic Structures	Sections 1069 and 1077	Nov. 1, 2002	

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 SPECIAL PROVISIONS

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The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2002, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual for Test Procedures for Materials", in effect on the date of the 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 Section 99-00013-00-HP in the City of Grafton, Jersey County, and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The project is located near Water Street and Mulberry Street along the banks of the Mississippi in the Grafton Marina (currently under construction).

DESCRIPTION OF PROJECT

The Project consists of the construction of a restroom/shower building on a floating dock in the Mississippi River in Grafton, Illinois.

Items of work include:

Construction of restroom/shower building, including sanitary sewer and water main service construction. Sanitary sewer construction will include construction of sewer pump and pit, construction of force main along ramp to land, and underground to existing City of Grafton sewer system. Water Main construction will include construction of service line along ramp to land and underground to existing City of Grafton water main. Project will also include the construction of four (4) accessible parking spaces (concrete).

COMPLETION OF PROJECT

Work under this contract shall be completed no later than May 5, 2006.

SANITARY SEWAGE GRINDER PUMP, PIT, AND RELATED ITEMS

The sanitary system of the proposed structure shall drain to a grinder pump pit as shown on the drawings. The system shall include the following:

- Two (2) 230 volt single phase grinder pumps (Zoeller model 6820 or approved equal), with 1 ¼" discharge, 2hp filled motor, stainless steel cutter and plate, bronze impeller, powder coated epoxy cast iron housing with 1 ¼" discharge, stainless steel lifting ring, and 20 foot power cord. Design point of 43 GPM at 46" TDH through approx. 750 feet of 2" PVC force main and 15' of static head.
- Two (2) 1 ½" NPT cast iron check valves, and two (2) 1 ½" PVC ball valves.
- One (1) UL listed 230 volt single phase duplex control panel with an electro-mechanical pump alternator, H-O-A toggle switches and run indicator lights for each pump, circuit breaker each pump, high water alarm with light and horn, control circuit breaker, and dry alarm contacts; all

housed in a Nema 4x enclosure. Includes floatless liquid level sensor with pressure bell transducer and 50' of poly tubing and a stainless steel mounting bracket with tether kit and weights for pressure bell suspension and a Nema 4x junction box including a 1 1/2" conduit connection.

- One (1) 36"x 72" fiberglass basin including anti-floatation flange, 1/4" solid fiberglass lid with 2" screened mushroom vent, one (1) 1 1/2" discharge coupling, one (1) 1 1/2" conduit grommet and a 4" cast iron inlet hub for all field installation.

The 2" force main shall be HDPE pipe (DR-11) and shall be securely fastened to the ramp. Exposed pipe shall be wrapped with insulation. The force main shall be constructed within City right-of-way. All pavement disturbed by the construction of the force main shall be replaced in kind, except oil and chip surfaces shall be replaced with bituminous hot mix. All trenches under sidewalks, roadways, drives, etc. shall be backfilled with granular CA6.

All work necessary for providing sanitary service to the proposed restroom/shower building will not be paid for separately, but shall be included in the contract unit price for RESTROOM/SHOWER BUILDING COMPLETE.

WATER SERVICE

Water service for the building shall be constructed as shown on the drawings. Water Service will include a 2" HDPE (DR-11) water service line securely attached to the walking ramp. Exposed pipe shall be covered with insulation. Transition from above grade to below grade shall be as shown on the drawings. The service line shall be constructed within City right-of-way. All pavement disturbed by the construction of the water service shall be replaced in kind, except oil and chip surfaces shall be replaced with bituminous hot mix. All trenches under sidewalks, roadways, drives, etc. shall be backfilled with granular CA6.

All work necessary for providing water service to the proposed restroom/shower building will not be paid for separately, but shall be included in the contract unit price for RESTROOM/SHOWER BUILDING COMPLETE.

ACCESSIBLE PARKING CONSTRUCTION

Four (4) accessible parking spaces and access lane with ramp shall be constructed as shown on the construction plans. Parking spaces shall be 6" P.C.C. over 8" aggregate base. Each space shall include handicap sign, striping, and parking block as shown on the construction drawings. Access lane shall be constructed as shown on the plans with detectable warning area and striping. All work necessary for constructing the spaces will not be paid for separately, but shall be included in the contract unit price for RESTROOM/SHOWER BUILDING COMPLETE.

Accessible parking access ramp shall also be constructed to meet the requirements of IDOT Std. 424001-04 and BDE 80146 (DETECTABLE WARNINGS) EXCEPT this work will not be paid for separately but shall be included in the contract unit price for RESTROOM/SHOWER BUILDING COMPLETE.

TRAFFIC CONTROL

Where required, traffic control shall be installed in accordance with IDOT Std. 702001 -05. Traffic control will not be paid for separately, but shall be included in the contract unit price for RESTROOM/SHOWER BUILDING COMPLETE.

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SECTION 01091

CODES, REGULATIONS AND STANDARDS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality Assurance.
- B. References Standards.
- C. Definitions.
- D. Abbreviations.
- E. Format and Specification Context Explanations.
- F. Drawing Symbols.
- G. General Requirements.
- H. Fire Resistive Rating Requirements.

1.2 QUALITY ASSURANCE

A. General:

- 01 For products or workmanship specified by a standard of an association, trade, or Federal standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable code authorities having jurisdiction.
 - 02 The contractual relationship of the parties to the Contract should not be altered from the Contract Documents by mention or inference otherwise in any reference standard.
 - 03 Obtain copies of standards when required by Contract Documents.
 - 04 Maintain copy of standards at jobsite during submittals, planning, and progress of the specific work for which the standards pertain, until the date of Substantial Completion.
 - 05 In the absence of specific instructions in the specifications, materials, products, equipment and their installation shall conform to the applicable codes, regulations and standards specified therein. When a conflict exists between the applicable code, regulation and standard and that specified, the more stringent code regulation or standard shall prevail, except as authorized by applicable authorities having jurisdiction.
- B. Specifications and Drawings: The Drawings and Specifications are correlative and have equal authority and priority. Base disagreements in themselves or in each other on the most expensive combination of quantity and quality of work indicated. In the event of such disagreement bring it to the attention of the Architect, who will determine the appropriate method to perform the work.
- C. Industry Standards: Where compliance with two (2) or more industry standards or sets of requirements are specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into Contract Documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Architect for a decision before proceeding.

1.5

FORMAT AND SPECIFICATION CONTEXT EXPLANATIONS

- A. **Underscoring:** Is used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance is intended where underscoring is used.
- B. **Capitalization:** Except for manufacturer, product, or trademark names, capitalization is used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance is intended where capitalization is used.
- C. **Imperative language:** Is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or when so noted, by others.
- D. **Section Numbering:** Is used to facilitate cross-reference in Contract Documents. Sections are placed in Project Manual in numeric sequence; however, numbering sequence is not complete, and listing of sections at beginning of Project Manual must be consulted to determine numbers and names of specification sections in Contract Documents.
- E. **Page Numbering:** Pages are numbered independently for each section. The section number is shown preceded by the project number and followed by the page number at the bottom of each page, to facilitate the location of text. The project number is given to identify the project, for which specification was written, should the section become separated from the Project Manual.
- F. **Specifying Methods:** The techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive", "open-generic descriptive", "compliance with standards", "performance", or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work.
- G. **Abbreviations:** The language of Specifications and other Contract Documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual work abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. These are frequently defined in section at first instance of use. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the Contract Documents so indicates. A list of typical abbreviations, includes, but is not limited to the following trade associations and organizations. Refer to Drawings and other Contract Documents for other abbreviations.

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturer's Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
AGA	American Gas Association
AGC	Associated General Contractors of America
AHA	American Hardboard Association
AHGA	American Hotdip Galvanizers Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute

SBCCI	Southern Building Code Congress International, Inc.
SFPA	Southern Forest Products Association
SHLMA	Southern Hardwood Lumber Manufacturing Association
SDI	Steel Deck Institute
SDI	Steel Door Institute
SJI	Steel Joist Institute
SSPC	Steel Structures Painting Council
TCA	Tile Council of America, Inc.
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
VBI	Venetian Blind Institute
VFI	Vinyl Fabrics Institute
WCLIB	West Coast Lumber Inspection Bureau
WRCLA	Western Red Cedar Lumber Association
WWPA	Western Wood Products Association

1.6 DRAWING SYMBOLS

- A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols defined by "Architectural Graphic Standards", published by the American Institute of Architects (AIA) and John Wiley & Sons, Inc., latest edition. Refer instances of uncertainty to Architect for clarification before proceeding.
- B. Mechanical/Electrical Drawings: Graphic symbols used in Mechanical/Electrical Drawings are generally aligned with symbols recommended by American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE). Where appropriate, those symbols are supplemented by more specific symbols as recommended by other recognized technical organizations, including, but not limited to American Society of Mechanical Engineers (ASME), American Society of Professional Engineers (ASPE), Institute of Electrical and Electronic Engineers (IEEE) and similar organizations. Refer instances of uncertainty to Architect for clarification before proceeding.

1.7 GENERAL REQUIREMENTS

- A. Color, Texture, or Pattern Requirements:
- 01 When color, texture, or pattern is specified, the item, product, or material shall be furnished in the specified color, texture, or pattern, as applicable.
 - 02 When more than one (1) approved manufacturer is named in the Specifications, Contractor may select any of the approved manufacturers and submit the full range of colors, textures, and patterns (standard and special) available of that manufacturer for the Architect's review and selection.
 - 03 When the term "match existing", or any derivative thereof appears in the Contract Documents, it means that the sample must match the Owner's existing work in every respect as to color, texture, and pattern, as applicable.
 - 04 When the term "match Architect's approved sample", or any derivative thereof appears in the Contract Documents, it means that the Architect has selected a sample which must be matched in every respect as to color, texture, and pattern, as applicable.
 - 05 When an item or product is specified of a manufacturer for which only one (1) color, texture, or pattern is available, and a color, texture, or pattern other than that one is specified, Contractor shall bring it to the attention of the Architect for a decision prior to proceeding with the work. Do not proceed with the work until Architect has approved the color, texture, and pattern, as applicable.

05 Non-conforming work shall be removed from the site and replaced with new conforming work at no additional expense to Owner.

F. Exposed Metal Work

01 Unless specifically indicated or directed otherwise, all exposed metal work shall be flat with all surfaces free of distortions, oil canning, waves, dents, scratches, weld marks, and other surface defects detrimental to good appearance or function.

02 All steel exposed to exterior shall be hot-dip galvanized, phosphate treated for paint retention and shop prime painted.

03 Non-conforming work shall be removed from the site and replaced with new conforming work at no additional expense to Owner.

G. Continuous Date and Time Code Operated Devices:

01 Devices used in the construction of this Project which use continuous date and time codes in their operation, whether software or hardware, and whether upgradable or not, including, but not limited to air handling, lighting, alarm, communication, security, and instrumentation systems, elevators, escalators and other conveying systems, shall be year 2000 compliant. In addition, such devices shall remain compliant for 100 years or the life of the system, whichever comes first.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01300

SUBMITTALS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 PROCEDURES

- A. Transmit each item with approved form identifying project, contractor, subcontractor, major supplier; identify pertinent drawing sheet and detail number and specification section number, as appropriate. Identify deviations from Contract Documents.
- B. Apply Contractor's stamp, signed, to each item submitted, certifying that review and verification of products, field dimensions, adjacent construction work and coordination of information is in accordance with the requirements of the work and contract documents.
- C. Revise and resubmit submittal as required; identify all changes made since previous submittal.
- D. After review, distribute copies to all concerned parties.

1.2 SHOP DRAWINGS AND PRODUCT DATA

- A. Refer to General Conditions for the number of copies required. Transmit Consultant and Engineering submittals directly to respective Consultants with a transmittal to the Architect.
- B. Manufacturer's Instructions
 - 01 When work is specified to comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation including two copies to Architect at least three (3) weeks prior to start of such work.
- C. All dimensions indicated on the drawings are based on the specific models and manufacturers of products, equipment, fixtures and miscellaneous items specified. If the Contractor uses an approved product by another listed manufacturer which is different than the specific model and manufacturer listed in these specifications, then the Contractor shall be solely responsible for the coordination of any dimensional changes required, including structural, relocation of walls, equipment, fixtures, ceilings and miscellaneous items. When dimensional changes are required in these situations, the Contractor shall submit a proposed modification drawing to the Architect for approval prior to proceeding with the work. All causes and effects of the dimensional change shall be indicated on the Contractor's drawing submittal.
- D. Within 30 days of Notice to Proceed, the General Contractor shall submit scaled inter-ordination drawings for all above-ceiling, in-wall, or below-slab mechanical, electrical, and plumbing systems. In the event that the Contractor fails to submit these coordination drawings on a timely basis, the General Contractor shall assume responsibility for coordination/rework costs.

1.3 SAMPLES

- A. Within 30 days of Notice to Proceed, submit full range of proposed manufacturer's standard colors, textures, and patterns for Architect's selection.
- B. Submit samples to illustrate functional characteristics of the Product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.

SECTION 01480

CONSTRUCTION SCHEDULE

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 GENERAL

1.1 SUBMITTALS

- A. Schedules
 - 01 Preliminary Analysis: Within 14 days after receipt of Notice to Proceed, submit a preliminary construction schedule for review.
 - 02 Construction Schedule: Within four (4) weeks after receipt of Notice to Proceed, submit one (1) reproducible and four (4) prints of the construction schedule.

1.2 RELIANCE UPON SCHEDULE

- A. The construction schedule as approved by the Architect will be an integral part of the contract and will establish conditions for various activities and phases of constructions.

1.3 CONSTRUCTION SCHEDULE

- A. Diagram: Graphically show the order of all activities necessary to complete the work and the sequence in which each activity is to be accomplished.
- B. Activities shown on the diagram shall include but not necessarily be limited to:
 - 01 Project mobilization
 - 02 Submittals and approvals of shop drawings and samples
 - 03 Phasing of construction
 - 04 Procurement of equipment and critical materials
 - 05 Fabrication and installation of special material and equipment
 - 06 Final clean-up
 - 07 Final inspection and testing
- C. The construction schedule shall be updated and submitted with each Application for Payment.

1.4 CONSTRUCTION SCHEDULE LIMITATIONS

- A. Work performed under this Contract shall be done in accordance with the following paragraphs so that the Owner can maintain the use of newly substantially completed facilities.
- B. Refer to Summary of Work, Section 01010, for Schedule Limitations.
- C. Certificate of Substantial Completion will be issued in accordance with the General Conditions.
 - 01 Failure of Contractor to Substantially Complete project by above listed deadlines, with approved extensions shall be subject to liquidated damages of \$1000.00 per calendar day. Liquidated damages will be assessed and deducted from the final payment by Change Order.
 - 02 The Owner reserves the right to supplement Contractor forces, if necessary, to achieve Completion deadlines. The cost of Supplemental Forces/Materials shall be deductible from the Contract Amount.
- C. Failure to complete and close-out project 60 days after Substantial Completion will result in liquidated damages being assessed of \$150.00 per calendar day until complete close-out occurs.

SECTION 01501

TEMPORARY FACILITIES

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

- A. Specific administrative and procedural minimum actions are specified in this Section, as extensions of provisions in other Contract Documents. These requirements have been included for special purposes as indicated. Nothing in this Section is intended to limit types and amounts of temporary work required, and no omission from this Section will be recognized as an indication that such temporary activity is not required for successful completion of the Work and compliance with requirements of the Contract Documents. Provisions of this Section are applicable to, but are not limited to the temporary power, temporary water, temporary heat, field office, sanitary facilities, storage facilities, signs, barriers, security, construction fence, cleaning, first aid facilities, fire protection, construction aids, and parking facilities, as further expanded in this Section.

1.2 JOB CONDITIONS

- A. General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the Work. Terminate use and remove facilities at earliest reasonable time, when no longer required or when permanent facilities have, with authorized use, replaced their need.
- B. Conditions of Use:
- 01 Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary, and protective of persons and property, and free of deleterious effects.
 - 02 Contractor shall be responsible for overloading, excess use of, or damage to or resulting from the overloading or excess use of utilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials, not specifically described herein, but required for proper completion of Work of this Section, may be new or used as selected by the Contractor, but shall be of design, type, size, and strength recommended to suit intended purpose.
- B. Items required to protect the tenants, workmen, and public from danger, shall be sufficiently designed to protect them. Where required, exclude the public from all hazards.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITIES

- A. Cost for temporary utilities shall be included in the Base Bid.
- 01 Contractor shall supply temporary job water and power hook-ups for site.
 - 02 The Contractor shall provide all hoses and distribution of water, and similar equipment, and wiring, lamps, and distribution of power, and similar equipment required for construction, inspection and testing on the Project.
- B. Contractor shall provide temporary heat to prevent freezing, and maintain proper temperatures to avoid damage to materials in the building. Contractor shall provide and maintain such dependable source of supply of heat as may be necessary until the building is accepted.

- B. Other signs permitted at the site:
- 01 Warning signs.
 - 02 Directional signs.
 - 03 Identification signs at field offices.
 - 04 Emergency medical services sign.

C. Contractor shall allow no other signs to be displayed at the project site, unless authorized by the Owner.

3.6 TEMPORARY BARRIERS

A. Contractor shall provide temporary barricades on all portions of the site adjacent to the construction and accessible to the public. Refer to Section 01480, Construction Schedule regarding the phasing of construction.

B. Contractor shall provide approved barriers around trees and plants designated to remain. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials, water puddling and continuous running water.

3.7 TEMPORARY SECURITY

A. Contractor shall determine if and when watchmen are necessary for protection of the Work, and provide such services when necessary. Neither the provision of watchmen nor the failure to provide watchmen shall relieve the Contractor of responsibility in event of injury to persons or damage to property.

3.8 TEMPORARY CONSTRUCTION FENCE - N/A

A.

3.9 TEMPORARY CLEANING

A. Trash removal: Contractor shall clear the building and site of trash at least once a week. When rapid accumulation occurs, make more frequent removals. Remove highly combustible trash such as paper and cardboard daily. Dumpsters will not be allowed to overflow and should be emptied on a regular basis.

B. Disposition of Debris: Contractor shall remove debris from site and make legal disposition. Locations for disposal shall be of the Contractor's choice within the above restriction. No debris nor material may be buried or burned at the site. Take necessary precautions to prevent accidental burning of materials by avoiding large accumulations of combustible materials.

C. Final Cleaning: Contractor shall thoroughly clean the Work, including the removal of smudges, marks, stains, fingerprints, soil, dirt, paint spots, dust, lint, discolorations, and other foreign materials.

3.10 TEMPORARY FIRST AID FACILITIES

A. Contractor shall provide first aid equipment and supplies, with qualified personnel continuously available to render first aid at the site.

B. Contractor shall provide a sign, posted at the field office telephone, listing the telephone numbers for emergency medical services: Physicians, ambulance services and hospitals.

SECTION 01631

PRODUCT SUBSTITUTIONS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions before award of the Contract. No substitutions will be considered after the Contract Award.

1.2 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

- A. The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. The materials and equipment named in, and the procedures covered by these specifications have been selected as a standard because of quality, particular suitability or record of satisfactory performance. It is not intended to preclude the use of equal or better materials or equipment provided that same meets the requirements of the particular project and is approved in an addendum as a substitution prior to the submission of proposals.
- B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
- C. If the Architect approves any proposed substitution prior to receipt of proposals, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.
- D. No substitutions will be considered after the Contract award.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01710

GUARANTEES, LIEN RELEASES, CERTIFICATES AND CLOSE-OUT

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GUARANTEES, LIEN RELEASES, CERTIFICATES AND CLOSE-OUT

1.1 GUARANTEES

- A. General Contractor shall submit minimum one-year warranty on all work included in the Contract.
- 01 Unless otherwise agreed to in writing, all guarantees shall be for a period of one year from the date of Substantial Completion as indicated on the Architect's Certificate of Substantial Completion.
 - 02 All guarantees shall include all labor, material and delivery costs required to correct defective material or installation.
- B. Subcontractor and/or Manufacturer guarantees shall be submitted to the Architect in duplicate prior to application for final payment.
- C. Guarantees include but are not limited to (as applicable to this project):
- 01 Roofing
 - 02 Glazing (two-year)
 - 03 Custom hollow metal
 - 04 Sealants (two-year)
 - 05 Drywall and ceiling systems
 - 06 Painting and staining (two-year)

 - 08 Resilient flooring

 - 11 Specialties
 - 12 Plastic-faced wood doors

 - 15 Mechanical systems
 - 16 Electrical systems
 - 17 Plumbing systems
 - 18 Miscellaneous fixtures and equipment

1.2 LIEN RELEASES: (See attached sample)

- A. Monthly Lien Releases shall be required with each Pay Application.
- 01 Lien Releases shall acknowledge payment in full to all subcontractors and suppliers based on the previous month's Payment Application.
 - 02 Lien Releases shall be signed by an official of the Subcontractor or Supplier, and notarized.
 - 03 All Lien Releases shall be unconditional.
 - 04 Lien Releases shall not be required with the first Pay Application.
 - 05 The Contractor shall use the Lien Release Form as attached herein.
 - 06 Subcontractors, Suppliers, and General Contractor shall submit final Lien Releases prior to Owner's Final Payment.

- "No Asbestos" Affidavits from Contractor Subcontractors and Suppliers
Must state that no asbestos products have been installed in this project.
 - Written Warranties to the Owner:
Including specific items in each product warranty stipulated for individual Sections.
- 09 Final Cleaning: Before Owner Occupancy, work areas shall be thoroughly cleaned inside and outside. Cleaning includes removal of smudges, marks, stains, fingerprints, soil, dirt, spots, dust, lint, and other foreign materials from finished and exposed surfaces.
- 10 Temporary facilities: Remove from site.
- 11 Attic Stock: Delivered to Owner and confirmed by Architect
- 12 Final Application for Payment: When all of the above items are successfully complete, the Contractor shall submit to the Architect a Final Application for Payment
- 13 Release of Retainage: will not be authorized by the Architect until Contractor completes all the above mentioned requirements.

1.4 WARRANTY WORK

A.

Warranty Correction Work:

- 01 Where any portion of the work has proven to be defective and to require replacement/repair/adjustment, the Contractor shall immediately provide materials and labor necessary to remedy such defective work and shall execute such work without delay until completed to the satisfaction of the Architect and the Owner.
- 02 Repairs must be made, even though the date of completion of the corrective work may extend beyond the expiration date of the Warranty or Guarantee period.

B.

Owner Use or Abuse:

- 01 The Contractor shall not be responsible for correction of work, which has been damaged because of neglect or abuse by the Owner, nor for the replacement of parts due to normal wear in use.

1.5 PROJECT CLOSEOUT CHECKLIST: (See attached sample)

DIVISION 6 – WOOD & PLASTICS

Section 06110 – Wood Framing

1. GENERAL

1.01. WORK INCLUDES

A. General Contractor

1. Furnish and install framing and blocking as described in Contract Documents.

B. Related Sections:

1. 06200 – General Finish Carpentry

1.02. DELIVERY, STORAGE, & HANDLING

A. Protect lumber and plywood and keep under cover in transit and at job site.

B. Do not deliver material unduly long before it is required.

C. Store lumber and plywood on level racks and keep free of ground to avoid warping. Stack to insure proper ventilation and drainage.

2. PRODUCTS

2.01. MATERIALS

A. Dimension Lumber

1. Meet requirements of PS 20-70 and National Grading Rules for softwood dimension lumber.
2. Bear grade stamp of WWPA, SPIB, or other association recognized by American Lumber Standards Committee identifying species of lumber by grade mark or by Certificate of Inspection.
3. Lumber 2 inches or less in nominal thickness shall not exceed 19% in moisture content at time of fabrication and installation and be stamped "S-DRY", "K-D", or "MC15".
4. Interior Non-bearing Partitions - Douglas Fir, HemFir, or Spruce/Pine/Fir (WWPA), Std or better.

B. Accessory/Equipment Mounting & Gypsum Board Back Blocking – Full sized, sound lumber without splits, warps, wane, loose knots, or knots larger than 1/2 inch.

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DIVISION 6 - WOOD & PLASTIC
Section 06200 - Finish Carpentry

1. GENERAL

1.01. SUMMARY

A. General Contractor

1. Furnish and install sealants required for items installed under this Section, as described in Contract Documents.
2. Furnish and install following items as described in Contract Documents.
 - a. Plastic laminate countertops.
 - b. Miscellaneous wood trim and molding.

B. Products installed but not supplied under this Section

1. Architectural Woodwork
 - a. Door trim.
 - b. Base.
 - c. Chair rail.
 - d. Miscellaneous trim.
2. Doors, frames and hardware.
 - a. Wood doors.
 - b. Wood frames.
 - c. Finish hardware.

3. Manufactured Casework.

C. Related Sections

1. Division 7 - Quality of sealants, submittal and installation requirements.
2. Division 8 - Furnishing Wood Doors, Frames and Finish Hardware.
3. Division 15 - Plumbing.

1.02. SUBMITTALS

A. See Section 01330.

B. Quality Assurance - Submit copy of "Installation Guide for Doors & Hardware" by Door & Hardware Institute for Architect's examination. Guide may be obtained from Door & Hardware Institute (DHI).

C. Product Data - Color selections and cut sheets for plastic laminate.

4. Acceptable Manufacturers
 - a. Nevamar, Odenton, MD
 - b. Formica, Cincinnati, OH
 - c. Wilson Art, Temple, TX

3. EXECUTION

3.01. INSTALLATION

- A. General Woodwork
 1. Work shall be made in accordance with measurements taken on the job.
 2. Woodwork in all offices and the library shall be AWI premium grade.
- B. Architectural Woodwork – Install plumb, level, and square.
- C. Items installed but not supplied under this Section – Install in accordance with requirements specified in Section supplying item.

3.02. DOORS & HARDWARE

- A. Doors
 1. General
 - a. When project is completed, doors shall not bind, stick or be mounted so as to cause future hardware difficulties.
 - b. Do not impair utility or structural strength of door in fitting of door, applying hardware, or cutting and altering door louvers, panels, or other special details.
 - c. Read hardware manufacturer's instructions prior to mounting hardware and follow as closely as possible.
 - d. Mount closers on stop side of door (parallel arm) where possible.
- B. Wood Frame
 1. Site Tolerances
 - a. Squareness - 1/16 inch from top edge to opposite top edge.
 - b. Plumbness - 1/16 inch from top of jamb to bottom of jamb.
 - c. Alignment - 1/16 inch from plane of left side face of jamb to right side face of jamb.
 - d. Twist - 1/16 inch across throat of jamb plane measured across each face to plane of opposite jamb throat.
 - e. Finished clearance between door & frame:
 - 1) 1/16 inch at head and hinge jamb plus 1/16 maximum.
 - 2) 1/8 inch at strike jamb \pm 1/16 inch maximum.

DIVISION 6 - WOOD & PLASTIC
Section 06401 - Architectural Woodwork

1. GENERAL

1.01. WORK INCLUDES

A. General Contractor provide:

1. Fabrication of Architectural Woodwork and installation of hardware associated with Architectural Woodwork.
 - a. Door trim.
 - b. Wood base.
 - c. Chair rail.
 - d. Miscellaneous trim.

B. Related Sections

1. Section 06110 - Furring and blocking
2. Section 06200 - Finish Carpentry

1.02. SUBMITTALS

A. See Section 01330.

- B. Product Data - Manufacturer's literature of specialty items and hardware not manufactured by Architectural Woodwork firm.

1.03. DELIVERY, HANDLING, & STORAGE

- A. Assemble work at mill and deliver ready for erection insofar as possible.
- B. Protect architectural woodwork from moisture and damage while in transit to job site. Unload and store in place where it will be protected from moisture and damage and convenient to use.

DIVISION 7 – THERMAL & MOISTURE PROTECTION
Section 07210 – Building Insulation

1. GENERAL

1.01. WORK INCLUDES

A. General Contractor

1. Furnish and install insulation as described in Contract Documents.
 - a. Sound/acoustic in walls and ceilings as shown on drawings.

1.02. SUBMITTALS

- A. Submit in accordance with General conditions – Article 3.12 Shop Drawings, product data & samples.
- B. Manufacturer's Literature and Data:
- C. Certificates: Stating the type, thickness and the NRC.
- D. Noise reduction coefficient (NRC) shall be 1.00 or higher.

1.03. STORAGE AND HANDLING

- A. Store insulation materials in weathertight enclosure.
- B. Protect insulation from damage from handling, weather and construction operations before, during, and after installation.

2. PRODUCTS

2.01. INSULATION

- A. Where thermal resistance ("R" value) is specified or shown for insulation, the thickness shown on the drawings is nominal. Use only insulation with actual thickness that is not less than that required to provide the thermal resistance specified.
- B. Where "R" value is not specified for insulation, use the thickness shown on the drawings.
- C. Where sound attenuation of insulation is specified, the (NRC) Noise reduction coefficient shall be 1.00 or higher.

(20)

DIVISION 7 – THERMAL & MOISTURE PROTECTION
Section 07250 - Firestopping

1. GENERAL

1.01. WORK INCLUDES

A. General Contractor

1. Furnish and install firestopping to form an effective barrier against the spread of flame, smoke and toxic gases. Use firestopping in fire barriers for sealing around penetrations for compliance with NFPA 101 and NFPA 70. (Between mech. Room and shower rooms)

1.02. SUBMITTALS

- A. Submit in accordance with General conditions – Article 3.12 Shop Drawings, product data & samples.
- B. Manufacturer's literature and installation instructions for each type firestopping to be used. Provide UL classification number for each system to be installed.

1.03. DELIVERY AND STORAGE

- A. Deliver materials in their original unopened containers and store in a location providing protection from damage and exposure to the elements. Remove damaged or deteriorated materials from the site.

2. PRODUCTS

2.01. MATERIALS

- A. Maximum flame spread of 25 and smoke development of 50 when tested in accordance with ASTM E84.
- B. Non-toxic to human beings at all stages of application and during fire conditions.
- C. U.L. classified.

2.02. APPROVED MANUFACTURERS

- A. 3M Fire Protection Products by 3M, St. Paul, MN.
- B. Tremco Firestopping Systems by Tremco, Beachwood, OH.
- C. USG Firecode Compound by USG, Chicago, IL.

3.02. LOCATIONS

- A. Ducts, conduits, piping, and other penetrations which pass time rated fire barriers or smoke barriers. Unless otherwise specified or shown on the drawings, the Contractor shall assume that all walls or partitions having, or which are part of an enclosure having, fire rated doors shall be considered as time rated.
- B. Other locations where specifically shown on the drawings, or where called for in other sections of the specification.

3.03. INSTALLATION

- A. Installation of firestopping systems shall be in accordance with UL approved system details and approved manufacturer's literature and installation instructions.
- B. The insulation on insulated pipe shall be removed for a distance of six inches on either side of the fire rated floor or wall assembly prior to applying the firestopping materials unless the firestopping materials are classified in the UL Fire Resistance Directory for use on pipes insulated with the same type and thicknesses of insulation found in the actual installation.

END 07250

MANUFACTURER

Aeicor Metal Products, Inc.

450 W. McNab Road

Fort Lauderdale, FL 33309

Phone: 954-247-3300

800-432-1803

FAX: 954-247-3491

Website: www.aeicormetals.com

Email contact – Michael Gordon, Chief Estimator - mgordon@aeicormetals.com

SECTION 07610

PREFORMED/PREFINISHED METAL ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preformed, prefinished metal roofing and flashings.
- B. Miscellaneous trim, flashing, closures, and accessories.
- C. Sealants.
- D. Fastening devices.

1.02 RELATED SECTIONS

- A. Section 05500: Miscellaneous metal fabrication.
- B. Section 06100: Rough Carpentry.
- C. Section 07631: Flashing and Sheet Metal.
- D. Section 07900: Sealants.

1.03 REFERENCES

- A. ASTM A-446-85.
- B. ASTM A-525-86.
- C. ASTM A-792-86.
- D. ASTM B-209.
- E. ASTM B-370.
- F. Aluminum Association.
- G. SMACNA-Architectural Sheet Metal Manual.

1.04 ASSEMBLY DESCRIPTION

- A. The roofing assembly includes preformed sheet metal panels, related accessories, valleys, hips, ridges, eaves, corners, rakes, miscellaneous flashing and attaching devices.

1.05 SUBMITTALS

- A. Installing contractor shall submit detailed drawings showing layout of panels, anchoring details, joint details, trim, flashing, and accessories. Show details of weatherproofing, terminations, and penetrations of metal work.
- B. Installing contractor shall submit a sample of each type of roof panel, complete with factory finish.
- C. Installing contractor shall submit calculations with registered engineer seal, verifying roof panel and attachment method resists wind pressure imposed on it pursuant to applicable building codes.

1.06 QUALITY ASSURANCE

- A. Manufacturer. Company specializing in Architectural Sheet Metal Products with ten years min. experience.
- B. No product substitutions shall be permitted without meeting the specifications.
- C. Substitutions shall be submitted ten days prior to bid date and acceptance put forth in an addendum.
- D. No substitutions will be accepted after the bid date.

1.07 DELIVERY, STORAGE AND HANDLING

2. Panels and seams shall be roll-formed in continuous lengths from eave to ridge.
3. Clips to be spaced as needed to meet local uplift requirements but not to exceed 8 inches on center.
4. Panels to be installed over solid plywood sheathing.
 - a. Metro-Dade requires plywood to be fastened with #8x2" screws @ 6" o.c.
5. If a class "A" fire rating is required, one layer of Tritex, or 1/4" Densdeck is to be installed over plywood prior to installation of felt, or one layer of Versashield.

PART 3 EXECUTION

3.01 INSPECTION

A. SUBSTRATE

1. Examine plywood sheathing to ensure proper attachment to framing.
2. Inspect roof deck to verify deck is clean and smooth, free of depressions, waves and projections, properly sloped to valleys and eaves.
3. Verify roof openings, curbs, pipes, sleeves, ducts or vents through roof are solidly set, cant strips and reglets in place, and nailing strips located.
4. Verify deck is dry. Joints in wood deck to be solidly supported and nailed.

B. FELTING

1. Verify 30 lb. Un-perforated asphalt saturated roofing felt underlayment is installed as per the local building code requirements, in single layer, over solid sheathing and fastened in place.
2. Ensure that felt is installed horizontally, starting at the eave working to the ridge.
3. Ensure that all nail heads are totally flush with the substrate.

3.02 INSTALLATION

- A. Comply with manufacturers standard instructions and conform to standards set forth in the Architectural Sheet Metal Manual published by SMACNA, in order to achieve a watertight installation.
- B. Install panels in such a manner that horizontal lines are true and level and vertical lines are plumb.
- C. Install all trim before installing roof panels, do not walk on the completed roof.
- D. Remove protective (optional) strippable film prior to installation of roof panels.
- E. Attach panels using manufacturer's standard clips and fasteners.
- F. Install sealants for preformed roofing panels as recommended by the manufacturer.
- G. Do not allow panels or trim to come into contact with dissimilar materials.
- H. Do not allow traffic on completed roof. If required, provide cushioned walk boards.
- I. Protect installed panels and trim from damage caused by adjacent construction until completion of installation.
- J. Remove and replace any panels or components which are damaged beyond successful repair.
- K. Exposed edges are permissible due to the galvanic action of the system where the zinc migrates to protect the exposed material. However, efforts should be made to reduce the amount of exposed edges.

3.03 CLEANING

- A. Clean any grease, finger marks or stains from the panels per manufacturer's recommendations.
- B. Remove all scrap and construction debris from the site.

3.04 FINAL INSPECTION

- A. Final inspection shall be performed by the Architect, Owner or General Contractor, who will generate a punch list of items that need to be corrected. This punch list will be submitted to the installing contractor for completion within thirty (30) days.

END OF SECTION

TECHNICAL NOTES:

- 1.) Due to the inherent qualities as it relates to natural weathering, it is an acceptable industry standard for mill finished (bare) **Galvalume to show variations in its shade of color from panel to panel after installation. Extreme care must be given to this product in storage, (even more so than that of painted product) staining of the finish will occur if improperly stored. None of the above affects the structural integrity of the finished product and is not an acceptable reason for rejection. Aecor assumes no responsibility for any unsatisfactory look that can possibly result from this

DIVISION 7 – THERMAL & MOISTURE PROTECTION
Section 07920 – Sealants & Caulking

1. GENERAL

1.01. WORK INCLUDES

- A. General Contractor shall provide
 - 1. Sealants and caulking to be used on Project not specified elsewhere, including submittal, material, and installation requirements.

1.02. SUBMITTALS

- A. Submit in accordance with General conditions – Article 3.12 Shop Drawings, product data & samples
- B. Product Data
 - 1. Manufacturer's literature and installation recommendations for each Product.
 - 2. Schedule showing joints requiring sealants with backing and primer to be used.
- C. Quality Assurance/Control - Furnish certificate from Manufacturer indicating date of manufacture.

1.03. DELIVERY, STORAGE, & HANDLING

- A. Handle to prevent inclusion of foreign matter, damage by water, or breakage.
- B. Deliver and keep in original containers until ready for use.
- C. Do not use damaged or deteriorated materials.
- D. Store in a cool place, but never under 40 deg F.

2. PRODUCTS

2.01. MATERIALS

- A. Sealants
 - 1. Sealants provided shall meet Manufacturer's shelf-life requirements.
 - 2. Interior -
 - a. Inside jambs and heads of exterior door frames
 - b. Inside perimeters of windows
 - c. Where caulking is shown on drawings.
 - d. Approved Manufacturers & Products -
 - 1) Trademate Paintable by Dow Corning

3.02. APPLICATION

- A. Apply sealant with hand-caulking gun with nozzle of proper size to fit joints. Use sufficient pressure to insure full contact to both sides of joint to full depth of joint.
- B. Tool joints immediately after application of sealant if required to achieve full bedding to substrate or to achieve smooth sealant surface.
- C. Depth of sealant bite shall be 1/4 inch minimum and 1/2 inch maximum, but never more than one half or less than one fourth joint width.
- D. Do not apply caulking at temperatures below 40 deg F or above 100 deg F.
- E. Caulk opening perimeters unless indicated otherwise.
- F. Where gypsum board partitions are of sound rated, fire rated, or smoke rated barrier construction, follow requirements of ASTM C919 only to seal all cut-outs and intersections with the adjoining construction unless specified otherwise.
 - 1. Coordinate with application of gypsum board to install sealant immediately prior to application of gypsum board.
 - 2. Apply a 1/4-inch minimum bead of sealant each side of runners (tracks), including those used at partition intersections with dissimilar wall construction.
 - 3. Partition intersections: Seal edges of the face layer of gypsum board abutting intersecting partitions, before taping and finishing or application of veneer plaster-joint reinforcing.
 - 4. Openings: Apply a 1/4-inch bead of sealant around all cut-outs to seal openings of electrical boxes, ducts, pipes and similar penetrations to seal electrical boxes, seal sides and backs.
 - 5. Control Joints: Before control joints are installed, apply sealant in back of control joint to reduce flanking path for sound through control joint.

3.03. CLEANING

- A. Clean adjacent materials which have been soiled immediately (before setting) as recommended by Manufacturer.

END 07920.

SECTION 08100 - STEEL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes steel doors, frames and louvers.

1.2 SUBMITTALS

Product Data: For each product indicated. Include door designation, type, level and model, material description, label compliance, fire-resistance ratings, and finishes. Submit in accordance with General conditions – Article 3.12 Shop Drawings, product data & samples

- A. Door Schedule. Use same reference designations indicated on Drawings.

1.3 QUALITY ASSURANCE

- A. Steel Door and Frame Standard: Comply with ANSI A 250.8, unless more stringent requirements are indicated.
- B. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 252.

1.4 RELATED WORK

- A. Section 08213 – Plastic laminated faced wood doors
- B. Section 08710 - Hardware

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Amweld Building Products, Inc.
 2. Benchmark Commercial Doors; a division of General Products Co., Inc.
 3. Ceco Door Products; a United Dominion Company.
 4. Copco Door Co.
 5. Curries Company.

- D. Plaster Guards: 0.016-inch- (0.4-mm-) thick, steel sheet plaster guards or mortar boxes to close off interior of openings.
- E. Supports and Anchors: Not less than 0.042-inch- (1.0-mm-) thick zinc-coated steel sheet.
 - 1. Masonry Wall Anchors: 0.177-inch- (4.5-mm-) diameter, steel wire complying with ASTM A 510 (ASTM A 510M) may be used in place of steel sheet.
- F. Inserts, Bolts, and Fasteners: Manufacturer's standard units. Zinc-coat items that are to be built into exterior walls according to ASTM A 153/A 153M, Class C or D as applicable.

2.5 FABRICATION

- A. General: Fabricate steel door and frame units to comply with ANSI A250.8 free from defects including warp and buckle. Where practical, fit and assemble units in manufacturer's plant.
- B. Exterior Doors: Fabricate doors, panels, and frames from metallic-coated steel sheet. Close top and bottom edges of doors flush as an integral part of door construction or by addition of 0.053-inch- (1.3-mm-) thick, metallic-coated steel channels with channel webs placed even with top and bottom edges.
- C. Interior Door and Panel Faces: Fabricate exposed faces of doors and panels, including stiles and rails of nonflush units, from cold-rolled steel sheet.
- D. Core Construction: Manufacturer's standard core construction that produces a door complying with SDI standards.
- E. Clearances for Non-Fire-Rated Doors: Not more than 1/8 inch (3.2 mm) at jambs and heads, except not more than 1/4 inch (6.4 mm) between pairs of doors. Not more than 3/4 inch (19 mm) at bottom.
- F. Clearances for Fire-Rated Doors: As required by NFPA 80.
- G. Door-Edge Profile: Beveled edge.
- H. Tolerances: Comply with SDI 117.
- I. Prepare doors and frames to receive mortised and concealed hardware according to final door hardware schedule and templates provided by hardware supplier. Comply with applicable requirements in ANSI A250.6 and ANSI A115 Series specifications for door and frame preparation for hardware.
- J. Frame Construction:
 - 1. Fabricate frames with mitered or coped and continuously welded corners and seamless face joints. Provide temporary spreader bars.
- K. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied hardware may be done at Project-site.

SECTION 08213

PLASTIC LAMINATE FACED WOOD DOORS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.2 SUBMITTALS

- A. Comply with Section 01300
- B. Shop Drawings
 - 01 Show or schedule location, size, thickness, elevation, details of construction, location and extent of hardware blocking, fire rating and other pertinent data for each door required.
 - 02 Manufacturer's specifications and other data needed to prove compliance with specified requirements.
 - 03 Manufacturer's installation instructions
- C. Samples of Plastic Laminate Colors and patterns for Architect's approval.

1.3 REFERENCES

- A. Uniform Building Code
 - 01 DIUBC Standard 7-2 - 1977 "Fire Tests of Door Assemblies"
- B. Underwriters Laboratories
 - 01 UL 10C Label Fire Door
- C. National Fire Protection Association
 - 01 NFPA Pamphlet No. 80 "Fire Doors and Windows"
- D. Architectural Woodwork Institute

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Interior Wood Doors with Plastic Laminate Cladding
 - 01 Thickness: 1 3/4"
 - 02 Core
 - a. Material: Particle Board Core for non-rated and 20-minute fire-rated doors; mineral core for 45, 60 and 90 minute rated doors.
 - b. Density: 28-32 lb/cu.ft
 - c. Comply with Commercial Standard CS-236 and AWI
 - 03 Stile: 1-3/8" maple or birch. Any intumescent material required for fire rating shall be incorporated into the manufacture of the stile and concealed.
 - 04 Rail: 1-3/8" maple or birch, 6" head rail for closer reinforcement. Any intumescent material required for fire rating shall be incorporated into the manufacture of the rail and concealed.
 - 05 Plastic Laminate: 1/16" thick, Wilsonart or approved equal, Color to be selected by **DUNEK**
 - 06 Glass Stops: All glass stops shall be metal type with finish to match facing of door.
 - 07 Seal top, bottom and cut surface of openings at factory with two coats of varnish.

SECTION 08520 ALUMINUM WINDOWS (Architectural)

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Material: aluminum windows and related components as on the drawings and specified in this section.
- B. Installation: all labor, materials, tools, equipment, and services needed to furnish and install aluminum windows.
- C. Glass and glazing.
- D. Perimeter sealing.

1.02 PRODUCTS INSTALLED BUT NOT FURNISHED

1.03 RELATED SECTIONS - Section 07920 - Sealants

1.04 REFERENCES

- A. AAMA - American Architectural Manufacturers Association
 - 1. AAMA/NWWDA 101/I.S.2-97 "Voluntary Specifications for Aluminum, Vinyl (PVC) and Wood Windows and Glass Doors"
 - 2. AAMA 502-02 "Voluntary Specification for Field Testing of Windows and Sliding Glass Doors"
 - 3. AAMA 611-98 "Voluntary Specification for Anodized Architectural Aluminum"
 - 4. AAMA 800-92 "Voluntary Specifications and Test Methods for Sealants"
 - 5. AAMA 910-93 "Voluntary 'Life Cycle' Specifications and Test Methods for Architectural Grade Windows and Sliding Glass Doors"
 - 6. AAMA 1503-98 "Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors, and Glazed Wall Sections"
 - 7. AAMA 2603-02 "Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels"
 - 8. AAMA 2604-02 "Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels"

B. Thermal testing per AAMA 1503-98, at the prescribed 4'0" x 6'0" test size glazed with 1" insulating glass made with 1/8" clear, Heat Mirror™ SC75 film, 1/8" clear, and argon gas, with the following test results:

1. Condensation Resistance Factor: minimum 59 frame and 72 glass CRF.
2. Thermal Transmittance: maximum .33 BTU/HR/SQ.FT/F U value.

1.07 SUBMITTALS

A. Shop drawings: elevations, floor plans, or window location chart; typical window elevations; scaled details of composite members and components not in manufacturer's data; and glazing details for factory-glazed units.

1.08 QUALITY ASSURANCE

A. Submit for prebid approval ten days prior to bid opening a sample window representing the bid window except for color and valid test reports from an AAMA-accredited laboratory conforming to test results in Paragraph 1.07.

B. Acceptance will be by addendum only as no verbal approvals will be allowed.

C. Submit bid on prequalified products in prebid written addendum. Bidder must identify manufacturer and model of product on which the bid is based.

D. Furnish a valid AAMA "Notice of Product Certification" indicating that the windows for the project conform to AAMA/NWWDA 101/LS.2-97.

E. Furnish visible, permanent IGCC certification labels for the CBA rating level on double insulating glass units.

F. Manufacturer's warranties:

1. Windows: warrant for one year against defects in material or workmanship under normal use.
2. Insulating glass units: warrant seal for five years against visual obstruction from film formation or moisture collection between internal glass surfaces, excluding that caused by glass breakage or abuse.
3. Paint finish: PPG...

AAMA 2605 70% fluoropolymer paint finish

...Duronar™ organic finish conforming to AAMA 2605-02: warrant for fifteen years against chipping, peeling, cracking, chalking, or fading.

-
- A. Application: on clean extrusions free from serious surface blemishes or scratches; on exposed surfaces visible when the installed product's operating sash are closed.
an AAMA 2605 70% fluoropolymer paint finish.
 - B. Coating: PPG Duranar™ with resin containing 70% fluoropolymer; thermosetting; alternative finishes will not be acceptable.
 - C. Quality standard: conforming to AAMA 2605-02, including 10 years Florida exposure and 4000 hours humidity tests.
 - D. Pretreatment: five-stage; zinc chromate conversion coating.
 - E. Application: electrostatic spray and oven bake by approved applicator.
 - F. Coating quantity: minimum one primer coat and one color coat.
 - G. Dry film thickness: minimum 1.2 mils on exposed surfaces, except inside corners and channels.
 - H. Color: chosen from manufacturer's standards.

(2.06 INSTALLATION ACCESSORIES)

- A. Material: extruded aluminum; nominal .062" wall; with exposed surfaces finished to match window color and finish performance; concealed fasteners; required weatherseals; designed for unrestricted expansion and contraction.
- B. Exterior: subsill with thermal break and end dams;
- C. Interior: two-piece snap trim..
- D. Mullions: with thermal break; offset stack;

PART 3 - EXECUTION

3.01 PREPARATION - Prepare openings to be in tolerance, plumb, level, provide for secure anchoring, and in accordance with approved shop drawings.

3.02 INSTALLATION

- A. Install windows in accordance with manufacturer's recommendations and approved shop drawings with skilled craftspeople who have demonstrated a successful history of installing windows for 10 years.
- B. Provide required support and securely fasten and set windows plumb, square, and level without twist or bow.

DIVISION 8 - DOORS & WINDOWS
Section 08700 - Hardware

1. GENERAL

1.01. WORK INCLUDES

A. General Contractor Provide:

1. Hardware required for all designated doors.
2. Templates.
3. Hardware Schedule.

1.02. RELATED WORK

A. Specified Elsewhere:

1. 08213 - Plastic laminated doors

1.03. QUALITY ASSURANCE

A. Supplier: Minimum 5 years experience engaged in distribution of finish hardware, employing well trained, capable personnel.

B. References and Standards: Where cited, and except as modified by Project Specifications, applicable Standards of following organizations apply.

1. ASTM.
2. American National Standards Institute (ANSI).
3. Builders Hardware Manufacturers Association (BHMA).
4. National Builders Hardware Association (NBHA).

1.04. SUBMITTALS

A. Hardware Schedule: Submit 6 copies of complete hardware schedule. Include all miscellaneous items. Give openings by door number and locations, manufacturer's names, catalog numbers, keying information, materials and finish.

B. Samples and Templates: Furnish to manufacturer of metal doors and frames as required for proper reinforcement and preparation of their work.

C. Keying Schedule: Submit keying system schedule after approval by the Contracting Officer.

2.02. MATERIALS

A. General:

1. Finish all exposed fastenings to match item fastened. Make fastenings of same metal as items fastened, except use brass or stainless steel for aluminum items.
2. Manufacturer items for application to metal to template and furnish with machine screws.
3. Furnish items for application to concrete or masonry with machine screws and expansion shield.
4. Furnish items for application to wood with wood screws.
5. Provide screws for items applied on gypsum board of sufficient length to provide solid connection to framing or backing behind gypsum board.

B. Hinges: Heavy weight, high frequency, five knuckle, four ball bearing type (non-ferrous with stainless steel pins). These are to be used for 1 3/4" thick doors (size 4 1/2" x 4 1/2"). Finish to be US10B.

1. Stanley - FBB191
2. Hager - BB1199
3. Lawrence - BB5151A

C. Securing Devices:

1. General:

- a. Bolts shall have metal dust box striker.
- b. Backsets shall be 2 3/4".

2. Locks and Latches: Contractor to provide locksets of equal quality to the following Schlage L Series door hardware: (Equals must be approved by Contracting Officer).

a. Type:

- 1) Office Lock: - L9050 - Latchbolt by lever from either side unless outside is made inoperative by key outside or by rotating inside turn piece. When outside is locked, latchbolt is retracted by key outside or by lever inside. Outside lever remains locked until thumbturn is returned to vertical or by counter clockwise rotation of key. Auxiliary latch deadlocks latchbolt when door is closed.
- 2) Classroom Lock - L9070 - Latchbolt retracted by lever from either side unless outside is locked by key. Unlocked from outside by key. Inside lever is always free for immediate exit. Auxiliary latch deadlocks latchbolt when door is closed.
- 3) Passage Latch - L9010 - Latchbolt retracted by lever from either side at all times.

K. Threshold:

1. National Guard Products #413BR, w/oil rubbed finish.
2. Pemko (Equivalent).
3. Reese (Equivalent).

L. Kick Plates: 10" H. X 2" less the door width; .050" thick with beveled top edge and sides. US10B finish.

1. Hiawatha.
2. Baldwin.
3. Brookline.

2.03. KEYING

- A. Lock manufacturer performs all keying and records system in his permanent key records. Coordinate with OWNER.
- B. Key doors as requested by Owner. Test every key for new and rekeyed locking mechanism.
- C. Contact Owner for the number of keys required for each lock. Keys provided by Contractor.

3. EXECUTION

- 3.01. PREPARATION: Examine all doors, frames and hardware for damage, defects and suitability for intended use. Restore all parts or items found damaged, defective or inadequate, or replace with good material, before installation.

DIVISION 8 - DOORS & WINDOWS
Section 08810 - Glazing

1. GENERAL

1.01. WORK INCLUDES

- A. General Contractor Provide glazing work shown on the drawings:
 - 1. Interior windows and doors.
 - 2. Fire rated glazing.

1.02. QUALITY ASSURANCE:

- A. Safety Glass: Comply with ANSI Z97.1, with label on each piece.
- B. Safety Glazing Materials Act, State of Illinois.
- C. Glazing Standards: FGMA Glazing Manual and Sealant Manual.

1.03. SUBMITTALS:

- A. None Required

2. PRODUCTS

2.01. TEMPERED GLASS:

- A. Tempered Glass: 1/4 in. thick, clear as per drawings. Meet Federal Standards 16 CFR 1201 Category I or II.
- B. Obscure Glass - Tempered: 1/8" (verify). Meet standards listed in A.
- C. Acceptable manufacturers:
 - 1. Ford Glass
Melrose Park, IL 60160
 - 2. Libby-Owens-Ford Co.
Toledo, OH 43695
 - 3. PPG Industries, Inc.
Pittsburgh, PA 15522
 - 4. Tempglass, Inc.
Perrysburg, Ohio 43551

- A. Provide airtight installation of each piece of glass. Each installation shall withstand normal temperature changes, impact loading (for doors) without failure of any kind including loss or breakage of glass, failure of sealants or gaskets to remain airtight, deterioration of glazing materials and other defects in the work.
- B. Protect glass from edge damage at all times during handling, installation and operation of the building.
- C. Comply with "Glazing Manual" by Flat Glass Marketing Association except as shown and specified otherwise, and except as specifically recommended otherwise by the manufacturers of the glass and glazing materials.
- D. Inspect each piece of glass immediately before installation, and eliminate all which have observable edge damage or face imperfections.
- E. Unify appearance of each series of lights by setting each piece to match others as nearly as possible. Inspect each piece and set with pattern, draw and bow oriented in the same direction as other pieces.
- F. Install in fire rated doors and windows to meet requirements of NFPA 80 and so that appropriate U.L. markings remain permanently visible..

3.03. PREPARATION FOR GLAZING:

- A. Clean the glazing channel, or other framing members to receive glass, immediately before glazing. Remove coatings which are not firmly bonded to the substrate.
- B. Apply primer or sealer to joint surfaces wherever recommended by sealant manufacturer.

3.04. GLAZING:

- A. Comply with ANSI Standard Z97.1-1975 Safety Glazing Code.
- B. Glazing shall be set with equal bearing for entire width.
- C. Provide spacers inside and out, and of proper size and spacing, for all glass sizes larger than 50 united inches, except where gaskets are used for glazing. Provide 1/8 in. minimum bite of spacers on glass and use thickness equal to sealant width, except with sealant tape use thickness slightly less than final compressed thickness of tape.
- D. Do not attempt to cut, seam, nip or abrade glass which is chemically strengthened, tempered, or heat strengthened.

3.05. CURE, PROTECTION AND CLEANING:

- A. Remove and replace glass which is broken, chipped, cracked, abraded or damaged in other ways during the construction period, including natural causes, accidents and vandalism.

DIVISION 9 - FINISHES
Section 09260 - Gypsum Wallboard

1. GENERAL

1.01. WORK INCLUDES

A. General Contractor shall:

1. Furnish and install gypsum wallboard as described in the Contract Documents.
2. Furnish and install acoustical sealants as described in the Contract Documents.

1.02. REFERENCES

A. GA-214-90 - "Recommended Specification: Levels of Gypsum Board Finish," by following organizations -

1. Gypsum Association
2. Painting and Decorating Contractors of America
3. Ceilings & Interior Systems Construction Association
4. Association of the Wall and Ceiling Industries International

B. American Society For Testing And Materials

1. ASTM C 36-91, "Specification for Gypsum Wallboard"
2. ASTM C 475-89, "Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board"
3. ASTM C 1002-88, "Specification for Steel Drill Screws for Application of Gypsum Board or Metal Plaster Bases"

1.03. SUBMITTALS

A. Quality Control - Submit fire test results or assembly diagrams and numbers confirming products used will provide required fire ratings with installation configurations used.

1.04. DELIVERY, STORAGE, & HANDLING

A. Deliver materials in original packages, containers, or bundles bearing brand name, applicable standard designation, and Manufacturer's name.

B. Store material under roof and keep dry. Stack gypsum board flat and protect from damage.

B. Joint Compound & Reinforcing

1. Best grade or type recommended by Wallboard Manufacturer and meeting requirements of ASTM C 475.
2. Use Taping Compound for first coat to embed tape and Finishing Compound for subsequent coats.

C. Fasteners

1. For fastening gypsum wallboard in place on metal studs and metal channels, use flat-head screws, shouldered, specially designed for use with power driven tools, not less than 1" long, with self tapping threads and self-drilling points.
2. For fastening gypsum wall board to wood, use 1 1/4" type 'W' bugle-head screws, complying with ASTM C-1002.

3. EXECUTION

3.01. INSTALLATION

A. Interface With Other Work - Provide backblocking for edges and ends of gypsum board and where required for installation of equipment and building specialties. Do not install gypsum board until required blocking is in place.

B. Fastening

1. Apply from center of wallboard towards ends and edges.
2. Apply screws 3/8 inch minimum from ends or edges, one inch maximum from edges, and 1/2 inch maximum from ends.
3. Space screws not over 8 inches on center at edges. In panel field, space screws 12 inches on center.
4. Set screw heads 1/32 inch below plane of board.
5. Do not break face paper. If face is accidentally broken, apply additional screw 2 inches away.
6. Screws on adjacent ends or edges shall be opposite each other.
7. Drive screws with shank perpendicular to face of board.

C. Single Layer Application

1. On walls, apply board perpendicular to support.
2. Stagger end joints. End joints of board horizontally applied on walls shall occur over framing members. Edge joints of board vertically applied on walls shall occur over framing members.
3. Butt edges in moderate contact. Do not force in place. Shim to level.
4. Leave facings true with joint, finishing flush. Vertical work shall be plumb.
5. Scribe work closely. Keep joints as far from openings as possible. If joints occur near an opening, apply wallboard so vertical joints are centered over openings. No vertical joints shall occur within 8 inches of external corners or openings.
6. Install board tight against support with joints even and true. Tighten loose screws.

SECTION 09775

FIBERGLASS REINFORCED PLASTIC PANELS (FRP)

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Fiberglass reinforced plastic (FRP) panels.
- B. Trim and installation accessories.

1.2 SUBMITTALS

- A. Product Data: Provide manufacturer's standard details and catalog data demonstrating compliance with referenced standards. Provide installation instructions.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Store products indoors and protect from moisture, construction traffic, and damage.
- B. Store panels flat on clean, dry surface. Do not stand on edge or stack on fresh concrete or other surfaces that emit moisture.
- C. Store panels at least 24 hours temperature and humidity conditions approximating the average environment of the finish room.

PART 2 - PRODUCTS

2.1 APPROVED MANUFACTURERS

- A. Specifications are based on "Structoglas" manufactured by Sequentia Incorporated, Strongsville OH. Manufacturers named below who manufacture a product which meets or exceeds the specifications are approved. Other manufacturers must have a minimum of five (5) years experience manufacturing fiberglass reinforced panels meeting or exceeding the specifications and be approved through requirements of Division 1 prior to their consideration for use on the Project.
 - 01 Kemlite, Joliet, IL
 - 02 Newcourt, Inc., Texarkana, TX
 - 03 Nudo Products, Inc., Springfield, IL

2.2 COMPONENTS

- A. Fiberglass Reinforced Plastic Panels:
 - 01 Size: 4 feet-0 inches wide x 0.090 inch thick x length as shown or scheduled on drawings or required to minimize joints.
 - 02 Series/Type: #1200 Standard.
 - 03 Finish:
 - a) Exposed Surface: Pebble-like embossed finish.

- 03 Do not use mechanical fasteners or adhesive alone.
- 04 Allow open time recommended by adhesive manufacturer before setting panels into position.
- 05 Once in position, apply sufficient pressure to make full contact between panel and wall.
- 06 Roll panel surface to ensure complete contact.
- 07 If necessary, install bracing to maintain intimate contact until adhesive cures in accordance with manufacturer's instructions.

E. Panel Fasteners:

- 01 Apply silicone sealant in pre-drilled fastener holes.
- 02 Drive fasteners for snug fit. Do not over-tighten.
- 03 Fasten leading edge of each panel after installing moldings.

F. Moldings:

- 01 Trim division bar to accommodate ceiling and base moldings.
- 02 Apply bead of silicone sealant to one side of division bar and install on leading edge of first panel.
- 03 Push molding all the way onto panel and pull back to allow 1/8 inch clearance.
- 04 Check plumb.
- 05 Fasten molding with coated lath nails, installed to leading edge of molding, only.
- 06 Complete fastening of panel, and remove excess sealant.
- 07 Apply sealant to leading edge of molding to receive next panel. Allow 1/8 inch clearance when installing panel.
- 08 Remove excess sealant from panels and moldings.

G. Sealants:

- 01 Seal corner seams, ceiling and base junctures, around door frames and other openings, and between penetrating items and panel cut-outs.

3.3 ADJUST AND CLEAN

- A. Remove scraps and debris from the site, and leave in a neat and clean condition.

END OF SECTION

1. GENERAL

1.01. WORK INCLUDES:

A. General Contractor Provide:

1. Painting of gypsum board surfaces.
2. Painting of incidental niches, recesses, etc., to match similar or adjacent spaces. Access doors, panels, convectors, grilles and similar items shall be painted the same color as adjacent work.
3. Finishing of miscellaneous wood trim. (06200).
4. Preparing and priming new interior gypsum wallboard surfaces to receive vinyl wall covering.

1.02. RELATED WORK:

A. Specified Elsewhere:

1. Submit in Accordance with General Conditions - Article 3.12 Shop Drawings, Product data and samples
2. 09260 - Gypsum Drywall Systems.

1.03. SUBMITTALS:

- A. Samples: Paint manufacturer's color chips shall be submitted to the Architect for color selections.
- B. Materials List: Complete list of all painting and finishing materials proposed for use.
- C. Manufacturer's printed instructions for surface preparation and paint application.
- D. Manufacturer's Certification: On manufacturer's (not Contractor's) letterhead, attesting that all materials delivered to site meet or exceed Contract Document requirements and intent.

1.04. DELIVERY, STORAGE & HANDLING:

- A. Paint shall be delivered to the site in manufacturer's original containers with label showing manufacturer's name, type of paint, formulation, color, instructions for use, with labels intact and seals unbroken.

3.02. INSPECTION:

- A. Prior to starting work inspect all surfaces and adjoining work on which this work is in any way dependent for its completion and acceptance, and report to Architect in writing any existing unsatisfactory conditions.

3.03. APPLICATION:

- A. All work shall be performed by skilled personnel regularly engaged in this type of work. Surfaces shall be left free from drops, ridges, waves, laps and brush marks. Edges of paint adjoining other colors or materials shall be sharp, true and without overlapping.
- B. Do not apply paint in temperatures below 50 degrees F. or above 90 degrees F., nor at any time when temperatures cannot be controlled and are likely to be outside the limits recommended by the paint manufacturer.
- C. Surfaces that have been cleaned, pretreated and/or otherwise prepared for painting shall be given a coat of the specified first-coat material as soon as practicable after such preparation has been completed, but in any event prior to any deterioration of the prepared surfaces.
- D. Except as otherwise indicated, incidental niches, recesses, etc., shall be finished to match similar or adjacent spaces.
- E. Prepare and prime gypsum board surfaces to receive vinyl wall covering in accordance with wall covering manufacturer's recommendations.
- F. Each coat shall be uniform in coverage and color. Each coat shall not perceptibly vary in color unless otherwise permitted by the Architect. Number of coats shall be as specified or as required for the acceptance of the finish as approved by the Architect. Each coat shall be carefully examined and faulty material, poor workmanship, holidays, damaged areas and other imperfections shall be touched up prior to applying succeeding coats. Comply with paint manufacturer's recommendations for drying time between coats.
- G. Rate of application shall not exceed average rate of coverage recommended by paint manufacturer for the type of surface involved less 10% allowance for losses, unless manufacturer's printed specifications state that the recommended rate includes normal expected losses. The minimum dry film thickness per coat shall not be less than thickness recommended by the paint manufacturer.
- H. All cleaners, thinners, driers and other additives and surface pretreatment materials used shall only be those approved for use by the manufacturer of the paints.
- I. Existing wood doors, frames and casings
 1. Remove all existing hardware, retain and clean items designated for reuse.
 2. Strip all existing finish from items to be reused, clean surface with turpentine or thinner.
 3. Repair holes where required. Some imperfections are expected, dents and dings, which cannot be sanded out, shall remain. Clean old finish from these areas.

SECTION 10426

GRAPHICS

CONDITIONS OF THE CONTRACT AND DIVISION 1, as applicable, apply to this Section.

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Work shall include, but not be limited to:
- 01 . EXTERIOR SIGNAGE FOR EACH RESTROOM
 - 02 SIGNAGE FOR EACH OFFICE, LAUNDRY, MECH. ROOM

1.2 QUALITY ASSURANCE

- A. Work of this Section shall comply with applicable requirements of the Handicapped Accessibility ACT OF ILLINOIS

PART 2 - PRODUCTS

2.1 MATERIALS

- A. PVC - 8" x 8"

PART 3 - EXECUTION

3.1 ALLOWANCE

- A. Include in proposal the cash allowance stated in Section 01020 for graphics as selected and as directed by the Architect.

END OF SECTION

SECTION 10520 - FIRE-PROTECTION SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Portable fire extinguishers.
 - 2. Fire-protection cabinets.
 - 3. Mounting brackets for fire extinguishers.

- B. See Division 9 painting Sections for field painting fire-protection cabinets.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Fire Extinguishers: Include rating and classification.

1.3 QUALITY ASSURANCE

- A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."
- B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.
- C. Fire-Rated Fire-Protection Cabinets: Listed and labeled to comply with requirements of ASTM E 814 for fire-resistance rating of walls where they are installed.

1.4 COORDINATION

- A. Coordinate size of fire-protection cabinets to ensure that type and capacity of fire extinguishers indicated are accommodated.

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3. Badger Fire Protection.
4. Buckeye Fire Equipment Company.
5. Fire End & Croker Corporation.
6. General Fire Extinguisher Corporation.
7. JL Industries, Inc.
8. Kidde Fyrnetics.
9. Larsen's Manufacturing Company.
10. Modern Metal Products; Div. of Technico.
11. Moon American.
12. Potter Roemer; Div. of Smith Industries, Inc.
13. Watrous; Div. of American Specialties, Inc.

B. General: Provide fire extinguishers of type, size, and capacity for each mounting bracket

1. Instruction Labels: Include pictorial marking system complying with NFPA 10, Appendix B and bar coding for documenting fire extinguisher location, inspections, maintenance, and recharging.

C. Stored-Pressure Water Type UL-rated 2-A, 2.5-gal. (9.5-L) nominal capacity, with water in stainless-steel container; with pressure-indicating gage.

2.4 MOUNTING BRACKETS

A. Manufacturers:

1. Amerex Corporation.
2. Ansul Incorporated.
3. Badger Fire Protection.
4. Buckeye Fire Equipment Company.
5. Fire End & Croker Corporation.
6. General Fire Extinguisher Corporation.
7. JL Industries, Inc.
8. Larsen's Manufacturing Company.
9. Potter Roemer; Div. of Smith Industries, Inc.

B. Mounting Brackets: Manufacturer's standard [galvanized] steel, designed to secure fire extinguisher to wall or structure, of sizes required for types and capacities of fire extinguishers indicated, with plated or baked-enamel finish.

1. Color: Red.

C. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as indicated by Architect.

1. Identify bracket-mounted fire extinguishers with the words "FIRE EXTINGUISHER" in red letter decals applied to mounting surface.

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DIVISION 10 - SPECIALTIES
Section 10810 - Toilet Accessories

1. GENERAL

1.01. WORK INCLUDES

A. General Contractor:

1. Provide and install all bathroom and toilet accessories as indicated on the drawings or as directed by the Architect.

1.02. SUBMITTALS

- A. Submit in accordance with General conditions – Article 3.12 Shop Drawings, product data & samples.
- B. Product Data - Manufacturer's literature or cut sheets.
- C. Shop Drawings - Submit schedule showing items used, location where installed, and proper attaching devices for substrate.

2. PRODUCTS

2.01. MANUFACTURED UNITS

A. Provide the following in toilet rooms

1. Surface Mount Soap Dispenser
 - a. Bobrick Model # B-2112
 - b. American Specialties Model # 0342
 - c. Bradley Model # 6542
2. Mirror w/stainless steel frame and shelf
 - a. Bradley 18" x 36" Model 7805
 - b. American Specialties – 18" x 36" Model 0605
 - c. Bobrick # 18" x 36" Model B292

3. Toilet Paper Dispenser
 - a. Bobrick # B-288
 - b. American Specialties - Model # 0031
 - c. Bradley - Model # 5412

4. Paper Towel Dispenser/Disposal
 - a. Bobrick Model # B-3944
 - b. American Specialties - Model # 0469
 - c. Bradley - Model # 234

5. Grab Bar -
 - a. Bobrick B 6806, 1 @ 36", 1 @ 42"
 - b. American Specialties - Model # 3800 Series; (1) @ 36", (1) @ 42"
 - c. Bradley Series 812; (1) @ 36", (1) @ 42"

6. Double Robe Hook
 - a. Bradley Model # 9124
 - b. Bobrick Model # B-211

- B. Provide the following in toilet rooms 214 and 222.
 1. Surface Mount Soap Dispenser
 - a. Bobrick Model # B-2112
 - b. American Specialties Model # 0342
 - c. Bradley Model # 6542

 2. Toilet Paper Dispenser
 - a. Bobrick # B-288
 - b. American Specialties - Model # 0031
 - c. Bradley - Model # 5412

 3. Grab Bar -
 - a. Bobrick B 6806, 1 @ 36", 1 @ 42"
 - b. American Specialties - Model # 3800 Series; (1) @ 36", (1) @ 42"
 - c. Bradley Series 812; (1) @ 36", (1) @ 42"

 4. Double Robe Hook
 - a. Bradley Model # 9124
 - b. Bobrick Model # B-211

 5. Medicine Cabinet w/mirror
 - a. Bobrick Model # B-397
 - b. American Specialties Model # 8337
 - c. Bradley Model # 9662

 6. Towel Bar - 18"
 - a. Bobrick Model # B-7674
 - b. American Specialties Model # 7355
 - c. Bradley Model # 9065

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3. Provide other shop drawings required by Division 15 trade Sections.

1.03 QUALITY ASSURANCE

A. Requirements of Regulatory Agencies

1. Perform work in accordance with applicable provisions of local Plumbing Code, Gas Ordinances, and adoptions thereof. Provide materials and labor necessary to comply with rules, regulations, and ordinances.
 2. In case of differences between building codes, state laws, local ordinances, utility company regulations, and Contract Documents, the most stringent shall govern. Promptly notify Architect in writing of such differences.
- B. Identification - Motor and equipment name plates as well as applicable UL and AGA labels shall be in place when Project is turned over to Owner.

1.04 WARRANTIES

- A. In addition to guarantee specified in General Conditions, guarantee heating, cooling, and plumbing systems to be free from noise in operation that may develop from failure to construct system in accordance with Contract Documents.
- B. Provide certificates of warranty for each piece of equipment made out in favor of Owner. Clearly record "start-up" date of each piece of equipment on certificate. Include certificates as part of Operation & Maintenance Manual.

1.05 SYSTEM START-UP, OWNER'S INSTRUCTIONS

A. Off-Season Start-up

1. If Substantial Completion inspection occurs during heating season, schedule spring start-up of cooling systems. If inspection occurs during cooling season, schedule autumn start-up for heating systems.
2. Notify Owner 7 days minimum before scheduled start-up.
3. Time will be allowed to completely service, test, check, and off-season start systems. During allowed time, train Owner's representatives in operation and maintenance of system.
4. At end of off-season start-up, furnish Owner with letter confirming that above work has been satisfactorily completed.

2. PRODUCTS - Not Used

3. EXECUTION

3.01 EXAMINATION

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2. Testing & Balancing -

- a. Put mechanical systems into full operation and continue their operation during each working day of testing and balancing.
 - b. Make changes in pulleys, belts, fan speeds, and dampers or add dampers as required for correct balance at no additional cost to Owner.
- B. Cut carefully to minimize necessity for repairs to previously installed or existing work. Do not cut beams, columns, or trusses.
- C. Arrange pipes, ducts, and equipment to permit ready access to valves, unions, traps, starters, motors, control components, and to clear openings of doors and access panels.
- D. Sealants
1. Install firestopping material to seal penetrations through fire rated structures and draft stops.
 2. Seal openings through building exterior caused by penetrations of elements of mechanical systems.

3.03 REPAIR/RESTORATION

- A. Patch and repair walls, floors, ceilings, and roofs with materials of same quality and appearance as adjacent surfaces unless otherwise shown. Surface finishes shall exactly match existing finishes of same materials.
- B. Each Section of this Division shall bear expense of cutting, patching, repairing, and replacing of work of other Sections required because of its fault, error, tardiness, or because of damage done by it.
- C. Cutting, patching, repairing, and replacing pavements, sidewalks, roads, and curbs to permit installation of work of this Division is responsibility of Section installing work.

3.04 ADJUSTMENT

- A. Properly lubricate equipment before Owner's acceptance.
- B. Repair damaged finishes and leave everything in working order.

3.05 CLEANING

- A. Clean exposed piping, ductwork, equipment, and fixtures. Remove stickers from fixtures and adjust flush valves.

DIVISION 15 - MECHANICAL
Section 15060 - Pipe & Pipe Fittings

1. GENERAL

1.01 WORK INCLUDES

A. General Contractor provide:

1. General piping installation procedures applicable to all piping systems.

B. Related Sections

1. Section 15055 - General Mechanical Requirements
2. Type of pipe and fittings specified under each piping system.

2. PRODUCTS

2.01 PIPE & PIPE FITTINGS

- A. Use domestic made pipe and pipe fittings on Project. Weld-O-Let and Screw-O-Let fittings are acceptable.

2.02 VALVES

- A. Valves of same type shall be of same manufacturer.

2.03 PIPE HANGERS

- A. Adjustable, malleable iron clevis type, Swivel loop type, or swivel split ring type of a diameter adequate to support pipe size.

B. Approved Manufacturers

1. B-Line Systems
2. Grinnell
3. Michigan Hanger Co
4. Superstrut

2.04 DI-ELECTRIC UNIONS

- A. Suitable for at least 175 PSIG WP at 250 deg F.

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- E. Cap or plug open ends of pipes and equipment to keep dirt and other foreign materials out of system. Do not use plugs of rags, wool, cotton waste, or similar materials.

3.02 PIPE HANGER SPACING SCHEDULE

<u>Material</u>	<u>Pipe Size</u>	<u>Hanger Spacing O.C.</u>
Copper	1/2" - 1"	6'
Copper	1 1/4" - 2"	10'
Copper	2 1/2" - 4"	12'
Copper	5" - 6"	14'
Sch 40 Blk Stl.	1/2" - 3/4"	5'
Sch 40 Blk Stl.	1" - 1 1/2"	7'
Sch 40 Blk Stl.	2" - 4"	10'
Sch 40 Blk Stl.	6" - 8"	14'
PE 3408 (DR11)	3/4" - 2"	2'-9"
PE 3408 (DR11)	2 1/2" - 3"	3'-6"
PE 3408 (DR15.5)	4"	3'-9"

END 15060

- a. AP Armaflex by Armstrong
- b. Halstead "Insul-tube"
- c. IMCOA "ImcoLock" or ImcoShield"
- d. Rubatex
- e. Therma-Cel

C. Flexible Foamed Pipe Insulation (Hydronic Water System)

1. Thickness—
 - a. ½ inch for one inch outside diameter and smaller pipe.
 - b. ¾ inch for 1-1/8 through 4 inch outside diameter pipe.

D. Joint sealer

1. Approved Manufacturers—
 - a. Armaflex 520
 - b. BFG Construction Adhesive #105
 - c. Therma-Cel 950.

3. EXECUTION

3.01 APPLICATION

A. Above Grade Piping

1. Apply insulation to clean, dry piping with joints tightly butted.
2. Adhere "factory applied vapor barrier jacket lap" smoothly and securely at longitudinal laps with a white vapor barrier adhesive. Adhere 3 inch wide self-sealing butt joint strips over end joints.
3. Fittings, Valves, & Accessories -
 - a. Insulate with same type and thickness of insulation as pipe, with ends of insulation tucked snugly into throat of fitting and edges adjacent to pipe insulation tufted and tucked in.
 - b. Cover insulation with one piece fitting cover secured by stapling or taping ends to adjacent pipe covering.
 - c. Alternate Method - Insulate fittings, valves, and accessories with one inch of insulating cement and vapor seal with two 1/8 inch wet coats of vapor barrier mastic reinforced with glass fabric extending 2 inches onto adjacent insulation.

Grafton Harbor Marina building
City of Grafton

DIVISION 15 -- MECHANICAL
Section 15290 -- Ductwork Insulation

1. GENERAL

1.01 WORK INCLUDES

A. General Contractor

1. Furnish and install thermal wrap duct insulation as described in Contract Documents.

B. Related Sections

1. Section 15055 - General Mechanical Requirements

2. PRODUCTS

2.01 MATERIALS

A. Insulation

1. 1-1/2 inch thick fiberglass with aluminum foil scrim kraft facing and have a density of one lb/cu ft.
2. Approved Manufacturers -
 - a. Schuller Microlite FSK
 - b. Certainteed Type 100 standard duct insulation
 - c. Owens-Corning FRK
 - d. Knauf (Duct Wrap FSK)

3. EXECUTION

3.01 INSTALLATION

A. Install insulation as follows .

1. On supply air ducts inside and outside building insulation envelope.
2. On outside air ducts within building insulation envelope.
3. On other air ducts where indicated on Drawings.
4. On return air ducts within building insulation envelope.

B. Do not compress insulation except in areas of structural interference.

C. Completely seal joints.

END 15290

1. GENERAL

1.01 WORK INCLUDES

A. General Contractor

1. Furnish and install plumbing fixtures as described in Contract Documents.

B. Related Sections

1. Section 15055 - General Mechanical Requirements
2. Section 15060 - Pipe & Pipe Fittings

1.02 SUBMITTALS

- A. Product Data: Submit for each fixture or piece of equipment in this section.

2. PRODUCTS

2.01 GENERAL

- A. The plumbing fixtures listed below in Manufactured Units are to be used to establish level of quality. Additional manufacturers offering plumbing fixtures which may be incorporated in the work include, but are not limited to the following:

1. American Standard
2. Kohler
3. Gerber
4. Delta
5. Just
6. Elkay

- B. Interior exposed pipe, valves, and fixture trim, including trim behind custom casework doors, shall be chrome plated.

- C. Do not use flexible water piping.

2.02 MANUFACTURED UNITS

A. Fittings

- a. Supply pipes with stops
 - 1) Approved Manufacturers –
 - a) Brass Craft – TCR 1912 A-CP.
 - b) Eastman – C 5M12-SBT-CP
 - b. Trap
 - 1) 17 ga. tube “p” trap, chrome plated
 - 2) Approved Manufacturers –
 - a) Dearborn

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- b) Frost
 - c) Jameco

- B. Safety Covers
 - a. Provide protection on hot water supply pipe and on P-trap.
 - b. Approved Manufacturers -
 - 1) Handi-shield by Plumberex Specialty Products
 - 2) Handi-LavGuard by TrueBro

- C. Drain Fitting -
 - a. Approved Manufacturers -
 - 1) Just No. J-35
 - 2) Elkay No. LK-35

- D. Supply pipes with stops -
 - a. Provide stuffing box and chrome plating.
 - b. Approved Manufacturers -
 - 1) Brass Craft - TCR 1912 A-CP
 - 2) Eastman - C5M12-SBT-CP

- E. Trap -
 - a. 17 gauge tube "P" trap, chrome plated
 - b. Approved Manufacturers -
 - 1) Dearborn
 - 2) Frost
 - 3) Jameco
 - 4) Keeney Manufacturing
 - 5) Sanitary Dash

- F. Floor Drains
(Symbol FD)
 - a. Approved Manufacturers -
 - 1) Wade 1100 Series
 - 2) Zurn Z-415 Series

- G. Cleanouts
 - 1. Furnish wall cleanouts with chrome wall cover and screw.
 - 2. Finished Wall -
 - a. Approved Manufacturers -
 - 1) Josam - 58790
 - 2) Wade - W8460R
 - 3) Zurn - Z-1446
 - 3. General Purpose -
 - a. Approved Manufacturers -
 - 1) Josam - 58500
 - 2) J. R. Smith - 4400
 - 3) Wade - W8550A
 - 4) Zurn - Z-1440-4

3. EXECUTION

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3.01 INSTALLATION

- A. Install fixtures including traps and accessories with accessible stop or control valve in each hot and cold water branch supply line.
- B. Make fixture floor connections with approved brand of cast iron floor flange, soldered or caulked securely to waste pipe. Make joints between fixtures and floor flanges tight with approved fixture setting compound or gaskets. Caulk between fixtures and wall and floor with white butyl rubber non-absorbent sealant. Point edges.

3.02 CLEANING

- A. ~~Polish~~ Polish chrome finish at completion of Project.

END 15440

B. Conform to the requirements of the following standards that do not conflict with regulatory requirements or requirements of the contract documents.

1. SMACNA "HVAC Duct Construction Standards, Metal and Flexible."

C. Factory-made Products: Listed by Underwriters Laboratories Inc. (UL).

2. PRODUCTS

2.01 SHEET METAL MATERIALS

- A. Galvanized Sheet Steel: Lock-forming quality, ASTM A 527, Coating Designation G 60.
- B. Reinforcement Shapes and Plates: Unless otherwise indicated, provide galvanized steel reinforcing where installed on galvanized sheet metal ducts. For aluminum and stainless steel ducts provide reinforcing of compatible materials.
- C. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for 36-inch length or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.02. Duct Sealer

- A. Approved Manufacturers -
 - 1. Cain - Duct Butter or Butter Tak
 - 2. Design Polymerics - DP 1010
 - 3. DSC - Stretch Coat
 - 4. Duro Dyne - S2
 - 5. Hardcast - Versa Grip 102
 - 6. Kingco - 15-325
 - 7. Mon-Eco - 44-41
 - 8. Trans-Continental Equipment Co - Multipurpose Duct Sealant
 - 9. United - Sheet Metal duct-sealer

2.03 HANGERS AND SUPPORTS

- A. Building Attachments: Concrete inserts, powder actuated fasteners, or structural steel fasteners appropriate for building materials. Do not use powder actuated concrete fasteners for lightweight aggregate concretes or for slabs less than 4 inches thick.
- B. Hangers: Galvanized sheet steel, or round, uncoated steel, threaded rod.
 - 1. Hangers Installed In Corrosive Atmospheres: Electro-galvanized, all-thread rod or hot-dipped-galvanized rods with threads painted after installation.

2.06 ROUND DUCT FABRICATION

- A. Round Ducts: Fabricate round supply ducts with spiral lockseam construction, except where diameters exceed 72 inches. Fabricate ducts having diameters greater than 72 inches with longitudinal butt-welded seams. Comply with SMACNA "HVAC Duct Construction Standards," Table 3-2 for galvanized steel gages.

2.07 ROUND SUPPLY AND EXHAUST FITTINGS FABRICATION

- A. 90-Degree Tees and Laterals and Conical Tees: Fabricate to conform to SMACNA "HVAC Duct Construction Standards," 1985 Edition, Figures 3-4 and 3-5 and with metal thicknesses specified for longitudinal seam straight duct.
- B. Diverging-Flow Fittings: Fabricate with a reduced entrance to branch taps with no excess material projecting from the body onto branch tap entrance.
- C. Elbows: Fabricate in die-formed, gored, pleated, or mitered construction. Fabricate the bend radius of die-formed, gored and pleated elbows 1.5 times the elbow diameter. Unless elbow construction type is indicated, provide elbows meeting the following requirements:
 - 1. Mitered Elbows: Fabricate mitered elbows with welded construction in gages specified below.
 - a. Mitered Elbows Radius and Number of Pieces: Unless otherwise indicated, construct elbow to comply with SMACNA "HVAC Duct Construction Standards," Table 3-1.
 - b. Round Mitered Elbows: Solid welded and with metal thickness listed below for pressure classes from minus 2 inches to plus 2 inches:
 - 1) 3 to 26 inches: 24 gage.
 - c. Round mitered Elbows: Solid welded and with metal thickness listed below for pressure classes from 2 inches to 10 inches:
 - 1) 3 to 14 inches: 24 gage.
 - 2. Round Elbows -- 8 Inches and Smaller: Die-formed elbows for 45- and 90-degree elbows and pleated elbows for 30, 45, 60, and 90 degrees only.
 - 3. Round Elbows -- 9 through 14 Inches: Gored or pleated elbows for 30, 45, 60, and 90 degrees, except where space restrictions require a mitered elbow.
 - 4. Round Elbows -- Larger Than 14 Inches and All Flat Oval Elbows: Gored elbows, except where space restrictions require a mitered elbow.

- a. Greenheck MBDR-50
- b. Nailor 1890

B. Volume Dampers - (rectangular)

1. 16 gauge galvanized steel, single blade and opposed blade type with 3/8 inch pins and end bearings. Blade width 8 inches maximum. Blades shall have 1/8 inch clearance all around.
 - a. Damper shall operate within acoustical duct liner.
 - b. Provide channel spacer equal to thickness of duct liner.
2. Dampers above removable ceiling and in Mechanical Rooms shall have locking quadrant on bottom or side of duct. Otherwise, furnish with concealed ceiling damper regulator and cover plate.
3. Approved Manufacturers -
 - a. American Warming - VC-2-AA
 - b. Arrow - OBDAF-207
 - c. CESCO - CDA
 - d. Daniel - CD-OB
 - e. Greenheck - VCD-20

3. EXECUTION

3.01 INSTALLATION

- A. Interface With Other Work - Seal duct leaks discovered during air test & balance procedures specified in Section 15990 at no additional cost to Owner.

3.02 DUCTS, GENERAL

- A. Duct System Pressure Class: Construct and install each duct system for the specific duct pressure classification.
- B. Install ducts with the fewest possible joints.
- C. Use fabricated fittings for all changes in directions, changes in size and shape, and connections.
- D. Install couplings tight to duct wall surface with projections into duct at connections kept to a minimum.
- E. Locate ducts, except as otherwise indicated, vertically and horizontally, parallel and perpendicular to building lines; avoid diagonal runs. Install duct systems in shortest route that does not obstruct useable space or block access for servicing building and its equipment.
- F. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

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- D. Upper attachments to structures shall have an allowable load not exceeding 1/4 of the failure (proof test) load but are not limited to the specific methods indicated. Do not drill or punch holes in structural members for fastening of duct supports.
- E. Install concrete insert prior to placing concrete.
- F. Install powder actuated concrete fasteners after concrete is placed and completely cured.

3.05 CONNECTIONS

- A. Equipment Connections: Connect equipment with flexible connectors in accordance with Division 15 Section "Duct Accessories."
- B. Branch Connections: Comply with SMACNA "HVAC Duct Construction Standards," Figures 2-7 and 2-8.
- C. Outlet and Inlet Connections: Comply with SMACNA "HVAC Duct Construction Standards," Figures 2-16 through 2-18.
- D. Terminal Units Connections: Comply with SMACNA "HVAC Duct Construction Standards," Figure 2-19.

3.06 ADJUSTING AND CLEANING

- A. Adjust volume control devices as required by the testing and balancing procedures to achieve required air flow. Refer to Division 15 Section "TESTING, ADJUSTING, AND BALANCING" for requirements and procedures for adjusting and balancing air systems.

END 15891

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1. GENERAL

1.01 WORK INCLUDES

A. General Contractor

1. Furnish and install registers, grilles, diffusers, and louvers connected to ductwork as described in Contract Documents.

B. Related Sections

1. Section 15055 - General Mechanical Requirements

1.02 MAINTENANCE

- A. Extra Materials - Leave tool for removing core of each different type of grille for building owner.

1.03 SUBMITTALS

1.04 QUALITY ASSURANCE

- A. Ambient noise level is quantified by Noise Criterion (NC) curves, published in ASHRAE Handbook of Fundamentals.
- B. The design ambient noise level for each piece of equipment in this section shall not exceed NC30.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Each unit shall be individually packaged from point of manufacture. Unit shall be handled and stored in accordance with the manufacturers instructions.

2. PRODUCTS

2.01 MANUFACTURED UNITS

- A. Ceiling Return & Transfer Grilles
1. Finish - Off-white baked enamel
 2. 1/2 inch spacing.
 3. Approved Manufacturers -
 - a. Carnes – RAAAH
 - b. Price – 635.
 - c. Tuttle & Bailey

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DIVISION 15 - MECHANICAL
Section 15990 - Air System Testing & Balancing

1. GENERAL

1.01 WORK INCLUDES

A. General Contractor

1. Furnish supervision, personnel, instruments, calibration equipment, and other materials and services to perform work of this section.
2. Test, balance, and adjust air duct systems as described in Contract Documents.

B. Related Sections

1. Division 15 -
 - a. Repair of leaks in ductwork.
 - b. Assist the Balancing Agency in the testing and balancing of mechanical system.

1.02 SYSTEM DESCRIPTION

A. Performance Requirements

1. Furnish supervision, personnel, instruments, calibration equipment, and other materials and services to perform work of this Section.
2. Test, balance, and adjust air heating, cooling, and exhaust systems as described in Contract Documents. Perform testing and balancing in complete accordance with Associated Air Balance Council Standards for Field Measurement & Instructions, Form P1266, Volume I. Record test data on AABC standard forms or facsimile.

1.03 SUBMITTALS

A. Quality Control

1. Submit four copies of complete test data to Architect for evaluation and approval.
2. Test & Balance Report -
 - a. Report will be complete with logs, data, and records as required herein. Submit logs, data, and records on white bond paper bound together in report form.
 - b. Report will be certified accurate and complete by Balancing Agency's certified test and balance engineer.
 - c. Report will contain following general data in format selected by Balancing Agency.
 - 1) Project Number
 - 2) Project Title
 - 3) Project Location
 - 4) Project Architect and Mechanical Engineer
 - 5) Test and Balance Agency and Certified Engineer
 - 6) Contractor and mechanical sub-contractor

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- 3. Automatic temperature controls have been calibrated and set for design operating conditions.
 - 4. Verification of proper thermostat calibration and setting of control components such as static pressure controllers and other devices that may need set points changed during process of balancing system.
- D. Heating, ventilating, and cooling systems and equipment shall be in full operation and continue in operation during each working day of testing and balancing.

1.06 ACCEPTABLE NOISE LEVELS

- A. Noise levels are specified for office areas. The NC curves from ASHRAE 1997 Fundamentals book for acceptable noise levels shall be used for acceptable noise levels.
- B. Offices - Systems shall be designed for an NC-30 noise level. This level will enable normal office conversation to be intelligible. Octave bands are summarized below. These values are maximums and should not be exceeded.

Re. 0.0002 Microbar dB	<u>x</u>	<u>57</u>	<u>48</u>	<u>41</u>	<u>35</u>	<u>31</u>	<u>29</u>	<u>28</u>
Octave Band Center Hz	31.5	63	125	250	500	1000	2000	4000

- C. In the event that noise levels are surpassed in either the offices or adjacent areas, noise suppression techniques shall be required, and shall be the responsibility of the Contractor who installs the offending system. The Contractor shall ensure that his system is provided with sound attenuation devices to assure compliance with the above maximum acceptable noise limits.

2. PRODUCTS - Not Used

3. EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Air Testing & Balancing Procedure -

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- a. Architect will choose and direct spot balancing of one zone. Differences between the spot balance and test report will be justification for requiring repeat of testing and balancing for entire building. If recheck testing demonstrates measured flow deviation of 10 percent or more from recorded information on report, report will be rejected and new inspection and report will be made and resubmitted.
 - b. Rebalancing will be done in presence of Architect and subject to his approval.
3. System will be balanced and reports submitted to Architect prior to prefinal inspection.

END 15990

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1.04. QUALITY ASSURANCE

A. Installer Qualifications:

1. Installer of at least 10 projects of similar size and complexity to this project.
2. Minimum five years experience.
3. Superintendent: In accordance with General Conditions
4. Workmen: Experienced-skilled craftsmen.

B. Materials - General:

1. All materials and equipment furnished under these Specifications shall be new and to the extent possible standard products of the various manufacturers except where special construction or performance features are called for. Where more than one of any specific item is required, all shall be of the same type and manufacture. Product manufacturer uniformity does not apply to raw materials, bulk materials, wire, conduit, fittings, sheet metal, steel bar stock, welding rods, solder, fasteners, motors for dissimilar equipment units, and similar items used in Work unless otherwise indicated.
2. All electrical equipment or materials shall have a label, symbol or identifying mark of a nationally recognized testing laboratory, inspection agency, or other organization concerned with product evaluation that maintains periodic inspection of production of labeled equipment or materials and by whose labeling is indicated compliance with nationally recognized standards or tests to determine suitable usage in a specific manner.
3. The product of specified approved manufacturers shall be acceptable only when that product complies with or is modified as necessary to comply with all requirements in the Contract Documents.
4. Items of equipment or material which are not specifically defined herein shall conform to the general standard of quality established herein.

- C. Architect/Engineer may observe work during the construction phase but assumes no responsibility, either directly or indirectly for proper coordination, connections, installation, location, accessibility, equipment operation, or for temporary construction of any kind or for safety of any person of any category under any construction condition. Entire construction operation shall be performed in an entirely safe manner, with Contractor's solely responsible for the safety of his, owner's or Architect/Engineer's employees and the public. Under no condition shall Architect/Engineer have any authority to instruct Contractor or his employees as to how to perform work of any kind or as to procedure, and his authority and responsibility shall be limited to commenting on the results obtained.

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1.05. REFERENCES

A. Portions or all of certain recognized industry or association standards referred to herein as being a requirement of these Specifications shall be considered as binding as though reproduced in full herein. Unless otherwise stated, the reference standard shall be the standard which is current as of the date of issuance of Contract Documents. Referenced codes and standards constitute minimum requirements and strict compliance is required therewith unless supplemented and/or modified by more stringent requirements in these Specifications. Reference may be made to standards either by full name or by letter designation as follows:

1. AEIC Association of Edison Illuminating Companies
2. ANSI American National Standards Institute, Inc.
3. ASTM American Society for Testing & Materials
4. IES Illuminating Engineering Society
5. ISA Instrument Society of America
6. IEEE Institute of electrical & Electronics Engineers
7. ICEA Insulated Cable Engineers Association
8. NEC National Electrical Code of NFPA
9. NEMA National Electrical Manufacturer's Association
10. NESC National Electrical Safety Code
11. NFPA National Fire Protection Association
12. OSHA Occupational Safety & Health Act
13. UL Underwriters Laboratories, Inc.

1.06. REQUIREMENTS OF REGULATORY AGENCIES

A. Building Codes:

1. See 01091 - Codes, Regulations & Standards..
2. BOCA
3. NEC
4. NFPA
5. Ill. Rules and Regulation for Fire Prevention and Safety
6. ANSI - A117.1 - Accessibility Standard.
7. Ill. Accessibility Standards.

B. Electrical installation shall comply with all applicable laws and ordinances in effect, with applicable regulations of the NEC and with regulations of the utility companies furnishing power.

1.07. SUBMITTALS.

A. Project design is based on the use of materials and methods as shown on drawings or in these specifications. No submittals are required when using the specified basic electrical materials, otherwise submit in accordance with the General Conditions - Article 3.12.

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- B. Submittal of shop drawings, product data, and samples will be accepted only when submitted by the Contractor. Data submitted from subcontractors and material suppliers directly to the Architect/Engineer will not be processed.
- C. Where required submit manufacturer's catalog data for each manufactured item.
 - 1. Provide section in submittal for each type of item and equipment. Include manufacturer's catalog data of each manufactured item and enough information to show compliance with the Contract Documents requirements. Literature shall show capacities and size of equipment used and be marked indicating each specific item with applicable data underlined.
 - 2. Include name, address, and phone number of each supplier.

1.08. PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Materials shall be suitably packaged by manufacturers to prevent damage during shipment. Damaged materials shall not be acceptable for use.
- B. Store materials on site in clean, dry storage areas, or if outside, elevated above grade and covered. Storage off-site must be authorized in writing by the owner.
- C. Wire and cable shall be stored on reels (cables #6 and larger) in a dry location. Cable ends shall have a protective wrap on them at all times to prevent moisture damage. Reels over 300 lbs. shall be unloaded with fork lift or other reel handling machinery, care shall be taken so as not to damage reels.
- D. Coordinate deliveries of electrical materials and equipment to minimize construction site congestion. Limit each shipment of materials and equipment to the items and quantities needed for the smooth and efficient flow of installations.

1.09. PROJECT CONDITIONS

- A. Existing Conditions:
 - 1. Electrical Contractor shall verify in the field all dimensions, clearances, and items for removal affecting the installation of his work in relation to established datum, to building openings and clearance and to the work of other trades.
 - 2. If existing conditions prohibit proper installation or installation as shown on the drawings, Electrical Contractor shall contact the Architect/Engineer to authorize any changes before proceeding with the work.

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1. B-Line Systems
2. Walker
3. Wiremold
4. Mono-Systems - SnapMold

2.02 WIREWAYS:

A. Construction:

1. Shall be metal and constructed of a minimum of 16 gauge steel.
2. Shall have hinged covers which can be used as hinge or screw cover. Provisions shall be included in the construction to allow for securing of the hinged cover. NEMA rating shall be NEMA 1 unless otherwise noted on the drawings.
3. Suitable for "lay-in" conductors. Covers shall be permanently attached so that removal of parts is not necessary for the installation or removal of conductors.

B. Finish:

1. Sheet metal parts shall be provided with a rust inhibiting phosphatized coating and baked enamel finish.

C. Wireways shall be furnished with (or without) knockouts. Knockouts shall be located on bottom and both sides of straight lengths. Knockout patterns shall be maximum of 6 inches on center.

D. Wireway shall consist of manufacturer standard lengths, elbows, tees, panel adapters, closing plates, wire retainers and supports as required for complete installation.

E. Comply with Article 362 of NEC and UL 870.

F. Approved Manufacturers:

1. Square D
2. Hoffman
3. B-Line
4. Carlon
5. GS Metal Corp.
6. Wiremold

2.03 CONDUIT AND FITTINGS

A. Rigid Metallic Conduit (RMC):

1. Galvanized zinc coated and threaded rigid steel.
2. Galvanizing: smooth and free of welds, seams and burrs.
3. Comply with ANSI C80.1, UL-6, and Article 346 of NEC.
4. RMC Fittings
 - a. Comply with UL 514B, ANSI/NEMA FBI, TC14 and Article 370 of NEC.
 - b. Comply with ANSI C80.4, ANSI/NEMA FBI, threaded type.

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- a. Comply with UL 514B, ANSI/NEMA FBI, TC14 and Article 370 of NEC.
 - b. Threadless squeeze clamp type with galvanized zinc coated.
- E. Liquidtight Flexible Metallic Conduit (LMC):
1. Constructed of a flexible galvanized steel core spirally wound and interlocked.
 2. Have extruded PVC cover.
 3. Comply with UL-1 and Article 351 of NEC.
 4. Fittings:
 - a. Comply with UL 514B, ANSI/NEMA FBI, TC14 and Article 370 of NEC.
 - b. PVC, chemical solvent sealing type.
 - c. UL listed terminal fittings identified for its specific use.
- E. Rigid Nonmetallic Conduit (RNC):
1. Schedule 40 PVC or otherwise noted on Drawings.
 2. UL listed for application.
 3. Corrosion proof, sunlight resistant, chemical resistant, flame retardant and impact resistant.
 4. Free of seams and burrs.
 5. Comply with NEMA TC-2, PVC -requirements, UL 651 and Article 347 of NEC.
 6. Fittings:
 - a. Comply with UL 514B, ANSI/NEMA FBI, TC14 and Article 370 of NEC.
 - b. PVC, chemical solvent sealing type.
 - c. UL listed terminal fittings identified for its specific use.
- F. Liquidtight Flexible Nonmetallic Conduit (LNC):
1. Smooth inner surface with integral reinforcement within conduit wall.
 2. Corrugated internal and external surface without integral reinforcement within the conduit wall.
 3. Smooth seamless inner core and cover bonded together.
 4. Flame resistant and UL listed.
 5. Comply with Article 351 of NEC.
 6. LMC Fittings:
 - a. Comply with UL 514B, ANSI/NEMA FBI, TC14 and Article 370 of NEC.
 - b. Shall have insulated throat and integral grounding lug.
 - c. A neoprene "O" ring assembly shall be used on each fitting.
- G. Ground Bushings: See 16450.
- H. Acceptable Manufacturers
1. Allied Tube and Conduit
 2. Appleton Electric
 3. Anaconda
 4. Carlon

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1. Provide one-hole galvanized steel straps for conduits 27 mm (1 inch) nominal size or less.
2. Provide clamps on exterior walls below grade or in wet areas.
3. For conduits larger than 27mm (1 inch) nominal size use malleable iron pipe straps.
4. For multiple conduits, provide channel anchored to wall with conduit attached to channel with split pipe clamps.
5. Acceptable Manufacturers: (Same as A.5. above)

D. Anchoring:

1. Hollow Masonry: Toggle bolts or spider type expansion anchors.
2. Solid Masonry: Lead expansion anchors or preset anchors.
3. Concrete: Self-drilling anchor or powder driven studs.
4. Metal: Machine screws, bolts or welded studs.
5. Wood: Wood screws.

E. Channel steel / strut.

1. Minimum 2.5mm (12 guage) steel.
2. 41mm x 41mm (1 5/8" X 1 5/8") unless noted otherwise on drawings.
3. Complies with ASTM standards.
4. Finish shall be galvanized unless noted otherwise on the drawings.
5. Shall be of sufficient strength for the application.
6. Fittings shall be standard by manufacturer for use in the strut application.
7. Approved Manufacturers:
 - a. B-Line
 - b. ERICO
 - c. Unistrut

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1. Thermoplastic insulated building wire shall conform with NEMA WC 5, UL-83, and ICEA S-61-402 or S-66-524.
2. Feeders and branch circuits #10 AWG and heavier shall be copper conductor, stranded, with 600 volt insulation, types THHN/THWN or XHHW.
3. Branch circuits lighter than #10 AWG shall be copper conductor, solid, with 600 volt insulation, types THHN/THWN or XHHW.
4. Control Circuits shall be copper conductor, stranded, 600 volt insulation, type MTW.
5. Color code conductor insulation for #8 AWG or smaller using standard colors:

	208Y/120 V.	240D/120 V	480Y/277 V.
	3 Phase	3 Phase	3 Phase
Phase A	Black	Black	Brown
Phase B	Red	Red	Orange
Phase C	Blue	Orange	Yellow
Neutral	White	White	Gray
Ground	Green	Green	Green
6. Acceptable Manufacturers:
 - a. Anaconda Wire and Cable Co.
 - b. Belden Wire & Cable
 - c. Carol Cable Co.
 - d. Collyer Insulated Wire Co.
 - e. Crescent.
 - f. General Cable Corp.
 - h. General Electric Co.
 - i. Okonite.
 - j. Phelps Dodge Cable & Wire Co.
 - k. Pirelli.
 - l. Triangle.

2.07 WIRE CONNECTIONS

A. Compression Connectors and Lugs:

1. One piece seamless construction with integral solid center barrier, be copper for copper to copper connections.
2. UL Listed, meet or exceed UL 486B secureness and pullout requirements.
3. Voltage and current rated for application utilized.
4. Solid pin connectors are not an approved device.

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1. One piece, seamless, moisture proof, 1/8 inch minimum thickness cast metal, threaded hubs and a hard protective finish.

F. Outlet Boxes:

1. Shall have a minimum of 18 cubic inch wiring capacity for each device to be installed, size shall be increased to comply with NEC for the number of devices and wires to be installed.
2. When used in masonry walls shall be designed for that purpose.
3. NEMA rating shall comply with area in which utilized.
4. Comply with UL514A (Metallic Outlet Boxes), UL514C (Non-Metallic Outlet Boxes) and Article 370 of NEC.

G. Junction/Pull Boxes:

1. Junction Boxes 4-11/16 in. sq. Max.:
 - a. Shall have a minimum of 20 cu. in. of wiring capacity.
 - b. Covers shall be of same material and thickness as body and be manufactured for use with box being used.
2. Pull Junction Boxes 5 inch sq. and larger:
 - a. Shall have a minimum of 100 cu. in. wiring capacity.
 - b. Covers shall be of same material and thickness as body and be manufactured for use with box being used.

2.09 ELECTRICAL IDENTIFICATION

A. Equipment Labels:

1. Laminated engraved (not embossed) plastic identification labels.
2. Black lettering on a white background, attached with screws or rivets.
3. Include complete identification of equipment including area served, identifying numbers and names used on drawings.
4. Acceptable Manufacturers
 - a. Allstate Sign & Plaque Corp; Deer Park II
 - b. Brady USA, Signmark Div.
 - c. Calpico Inc
 - d. Ideal Industries
 - e. Markal Company
 - f. National Band and Tag
 - g. Panduit

B. Conduit and Wire Labels:

1. Vinyl printed cloth markers with adhesive back.
2. Acceptable manufacturers (same as 2.10/A/4)

C. Underground Warning Tape - NEC 300.5(d)

1. Shall be acid and alkali resistant.

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3.00. EXECUTION

- A. Drawings for work under Division 16 are Diagrammatic and are intended to convey scope of work and indicate general arrangement of conduit, boxes, equipment lighting fixtures, and other work included in contract. See details and schedules on drawings and specifications for meaning of abbreviations and additional requirements and information.
- B. Verify final locations and electrical characteristics for rough-ins with field measurements and with the requirements of the actual equipment to be connected.
- C. Check all other trades and other electrical drawings for scale, space limitations, beams, door swings, windows, coordination and additional information etc., and report any discrepancies or conflicts to Architect/Engineer prior to submitting bid. Coordinate work with other contractors regarding location and size of pipes, raceways, ducts, openings, switches, outlets, reflected ceilings/grids, enclosures and building structure so there is no interference between installation.
- D. Install all equipment with ample space as required by NEC and to allow for removal, repair, or changes to equipment. Provide ready accessibility as required by NEC to removable parts of equipment and to all wiring without moving equipment installed or already in place. Provide access panels for all devices installed above non-accessible ceilings or within walls or partitions. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
- E. Cutting and patching of walls, floors, ceilings, etc. shall be done per general requirements for cutting and patching under Division 1.
 - 1. Do not endanger or damage installed Work through procedures and processes of cutting and patching.
 - 2. Arrange for repairs required to restore other work, because of damage caused as a result of electrical installations.
 - 3. No additional compensation will be authorized for cutting and patching Work that is necessitated by ill-timed, defective, or nonconforming installations.
 - 4. Perform cutting, fitting, and patching of electrical equipment and materials required to:
 - a. Uncover Work to provide for installation of ill-timed work;
 - b. Remove and replace defective Work;
 - c. Remove and replace Work not conforming to requirements of the Contract Documents;
 - d. Remove samples of installed Work as specified for testing;
 - e. Install equipment and materials in existing structures;
 - 5. Upon written instructions from the Architect/Engineer, uncover and restore Work to provide for Architect/Engineer observation of concealed Work.
 - 6. Cut, remove and legally dispose of selected electrical equipment, components, and materials as indicated, including, but not limited to removal of electrical items indicated to be removed and items made obsolete by the new Work.

3.02 WIREWAYS

- A. Wireways shall be installed and supported as part of conduit system installations, and shall meet the same general installation requirements.

3.03 CONDUIT

A. Conduit Installation:

1. Size conduits for the conductor types and numbers installed. Minimum Conduit Size shall be 3/4 in, unless otherwise specified on drawings.
2. Joints shall be cut square, reamed smooth, and drawn up wrench tight. Bends or offsets shall be made with standard conduit ells, field bends made with a bender or hickey, or hub-type conduit fittings. Number of bends per run shall conform to NEC limitations. Bends shall conform to NEC radius requirements and shall have not kinks or flat spots. Larger radius bends shall be utilized when called for on the Drawings.
3. Concealed conduit shall be run in a direct line with long sweep bends and offsets. Exposed conduits shall be run parallel to and at right angles to building lines and tight to wall or ceiling surface in jail areas. Conduits shall be concealed unless otherwise noted or shown on the drawings.
4. Continuous from outlet to outlet and from outlets to cabinets, pull or junction boxes, and shall be secured to all boxes with locknuts and bushings in such a manner that each system shall be electrically continuous throughout to form a complete system of positive low-resistance ground paths. Conduit ends shall be capped to prevent entrance of foreign materials during construction.
5. Conduit terminals at cabinets and boxes shall be rigidly secured with locknuts and bushings as required by NEC. On all conduit 1.25" trade size and larger, insulated bushings shall be installed.
6. Sealing locknuts shall be used on boxes and cabinets which are other than NEMA 1 construction.
7. Provide sleeves for all electrical conduits passing through walls, partitions, ceilings and floors. Provide sleeves of sufficient length to extend through full thickness of wall construction with ends flush. Extend floor sleeves one inch above finished floor.
8. Install conduit systems completely, including supports, before conductors are pulled in.
9. Securely support rigid, IMC, EMT, ENT conduits within 2 ft. of every box, cabinet, termination or coupling and each side of offsets or bends. Securely support flexible conduit within 12 in. of every box, cabinet or termination.
10. Securely support vertical runs of conduits at each floor level and at intervals specified herein.
11. Securely fasten conduit in place and support from ceilings, walls, or building structure at spacings complying with NEC and not exceeding:

Grafton Harbor Marina building
City of Grafton

3. EMT:
 - a. May be used anywhere permitted by NEC, except as limited by note b below.
 - b. Where metallic conduits will NOT be enclosed behind permanent walls, floors, or ceilings, regardless of the allowances of 1999 NEC 348-5, IMC or RMC shall be used unless the installation is specifically noted to be otherwise on plan drawings.
4. ENT:
 - a. May be used where not subject to physical damage and where permitted by NEC.
 - b. In locations subject to severe corrosion influences and wet locations.
5. RNC:
 - a. May be used where not subject to physical damage and where permitted by NEC.
 - b. In locations subject to severe corrosion influences and wet locations.
6. Flex:
 - a. A six foot length shall be used for final connection of recessed light fixtures.
 - b. May be used where permitted by NEC when other type is not practical.
 - c. Used for final connection to portable or vibrating equipment where liquid tight flexible conduit is not required.
7. LMC:
 - a. Used for final connection of transformers, motors and kitchen equipment and where called for on the drawings or required by NEC.
8. LNC:
 - a. Used when called for on the drawings or required by NEC.

3.04 SUPPORT AND HANGERS

- A. The load applied to fasteners or hangers shall not exceed one-third the proof test load of the fasteners or hangers.
- B. The use of the wire, metal strapping, and other non-UL listed equipment for support or hanging is prohibited.
- C. For fasteners attached to concrete, use vibration and shock resistant type.
- D. In partitions of light steel construction, use sheet metal screws.
- E. Anchors:
 1. Electrical equipment shall be firmly attached to the structure using anchors, screws, hangers, UL listed for the use intended.
 2. Anchors used in structural steel shall have location and type approved with the Architect/Engineer prior to installation, (to prevent structural damage from occurring).

3.05 SEALING

- A. Fire seal shall provide an effective barrier against spread of fire, smoke and gases to maintain integrity of rating of wall, floor or ceiling. Seal penetrations of fire-rated walls,

- H. Do not exceed conduit fill as required by NEC for number of conductors installed in a raceway.
- I. Upon completion of cable and wire installation, but before termination to equipment or device, test each wire for grounds and short circuits. Replace or correct defective wiring.
- J. Higher rated capacity of insulated conductors at NEC listed temperatures (75°C or 90°C) shall not be utilized for sizing of conductors unless terminals at which the conductors terminate have comparable ratings.
- K. Color coding in accordance with 2.07/A/5 shall be integral pigmentation color coding for #10 and smaller wires. For #8 and larger, tape shall be applied to the wire except a #6 or smaller grounded circuit conductor must be colored white or gray along its entire length. Tape shall be applied in a spiral half-lap manner over exposed conductor portions in manholes, boxes, panels, switchboards and other enclosures.
- L. Use no wire smaller than #12 for power and lighting circuits, and no smaller than #14 for control wiring.
- M. Use #10 conductor for 20 amp, 120 V branch circuit home runs longer than 75 ft. Use #10 conductor for 20 amp, 277V branch circuit home runs longer than 200 ft.

3.07 WIRE CONNECTIONS

A. Compression Connectors and Lugs:

1. Installed as recommended by manufacturer and as specified herein.
2. Connectors shall be used for all cable splices for wire #6 AWG and larger, and all buried splices.
3. Connectors and lugs shall be covered with a watertight heat-shrink tubing or prestretched tubing splice kit or taping to insulated conductor.
4. Splices shall be made only in a junction box unless it is direct burial cable and underground. Splices shall not be made in panel boards.
5. Devices shall be filled with an anti-oxidant compound prior to insertion of wires.
6. Splices shall be electrically and mechanically secure.

B. Wire Connectors:

1. Used on wire #8 and smaller.
2. Installed as recommended by the manufacturer and in accordance with NEC.
3. Splices shall be electrically and mechanically secure.

C. Crimp Terminals:

1. May be used for control wiring on stranded wire only, terminals shall be of the same voltage and ampere rating as the wire.
2. Installed as recommended by the manufacturer.
3. Splices shall be electrically and mechanically secure.

D. Taped Splices:

- j. Where boxes are installed above work surfaces with splashboards mount with bottom of box between 4 in and 8 in above top of splashboards to best fit wall construction.
- 3. Recessed unless otherwise noted on the drawings or on existing wall surface, face of box (or extension ring) shall be flush with wall finish, be plumb.
- 4. Installed per NEC requirements for area in which it is being installed.
- 5. Thru wall boxes shall not be permitted.
- 6. Surface mounted boxes 10 ft. above floor or less shall be cast type.
- 7. In masonry shall be masonry type.

C. Junction Boxes:

- 1. Junction boxes 4-11/16 inch sq. Max.
 - a. Shall be used for splices, and be completely accessible with a minimum clearance of 30 inches on working side. Boxes shall be held firmly in place with hangers, screws or anchors. Conduit shall not be used to support box.
- 2. Pull & Junction boxes 5 inch sq. and larger:
 - a. Junction boxes shall be used for splices, shall be firmly attached to structure, and be completely accessible with a minimum of 30 inches clearance from cover side.
 - b. Pull boxes shall conform to all requirements of NEC for pull boxes, shall be suspended from or firmly attached to the structure, and be completely accessible with 30 inches minimum clearance from cover side.
 - c. Pull boxes shall be used in conduit runs, one for each 100 feet minimum or where equivalent of four 90 degree bends have been used.
- 3. Cast boxes shall be used for boxes 10 ft. above floor or less.
- 4. NEMA 4X boxes:
 - a. Used where NEMA 4X is called for on drawings.

3.09 EQUIPMENT IDENTIFICATION

A. Equipment Labels:

- 1. Install at each major item of equipment and on control devices.
- 2. Furnish labels on equipment including motor starters, manual motor starters, relays, disconnect switches, remote pushbuttons, distribution panels, pilot lights, selector switches, transformers.
- 3. Labels on panelboards shall be as specified in Division 16.

B. Wire and Cable:

- 1. Each cable or conductor in panels, pull boxes, troughs or outlet boxes shall be labeled with wire labels with suitable numbers (circuit number) and panel designation letter for each identification.

C. Special Use Wiring Devices:

- 1. Cover plates shall be engraved to clearly indicate their use.

D. Over current Devices:

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1. Clearly indicate what they feed. This may be by means of typewritten panel scheduled mounted inside the front cover doors or by engraved laminated labels.
- E. Identify panel and circuit number on the outside of each receptacle outlet wallplate with a suitable temporary stick-on label at completion of panel and branch circuit installation.
 1. Temporary labels to be removed only by owner after turnover of job.
 2. Permanent marking or labels may be used only when authorized by the owner.

3.10 ACCESS DOORS

(NO GENERAL INSTRUCTIONS)

3.11 ADJUST AND CLEAN

- A. See Division 1 and individual sections.
- B. Protection of completed work:
 1. Electrical contractor shall protect completed work and repair or replace damage that occurs.
 2. Equipment installed prior to painting of room shall be protected against paint damage.
- C. Finishes marred, scratched and/or dented during shipping, handling or installation shall be repaired and touched up to match the original finish
- D. Electrical material shall be clean, inside and out prior to acceptance of work by Owner.

3.12 Record Documents

- A. Provide record documents as required under Division 1 for Project Closeout.
- B. Mark Drawings to indicate conduit size and location both exterior and interior; actual equipment locations, dimensioned to column lines; concealed equipment, dimensioned to column lines; distribution and branch electrical circuitry; fuse and circuit breaker size and arrangement; support and hanger details; Change Orders; concealed control system devices.
- C. Mark specifications to indicate approved substitutions; Change Orders; actual equipment and materials used.

END 16050.

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1.00 GENERAL

1.01 WORK INCLUDES

A. Base Bid

1. Electrical Contractor

- a. Furnish and install telephone and data rough-ins in Room #103 (owner located).
- b. Telephone and data cables and installation of telephone equipment is responsibility of the Telephone/Data Equipment Supplier/Owner.

1.02 QUALITY ASSURANCE

- A. Coordinate work with Telephone Equipment Supplier/Owner's Representative prior to installation.

2.00 PRODUCTS

2.01 TELEPHONE/DATA BOXES

- A. 4-inch square wall box with single gang trim ring mounted flush to wall.

3.00 EXECUTION

3.01 GENERAL

- A. Install junction boxes and conduit to an accessible location above the ceiling, as noted on plans. Leave a pull wire in all empty conduits for future installation.
- B. Install blank covers on all unused rough-ins

END 16740

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SECTION 16140 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Single and duplex receptacles, ground-fault circuit interrupters, and integral surge suppression units.
2. Single- and double-pole snap switches and dimmer switches.
3. Device wall plates.
4. Floor service outlets, poke-through assemblies, service poles, and multioutlet assemblies.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Samples: One for each type of device and wall plate specified, in each color specified.
- D. Field quality-control test reports.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Wiring Devices:

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- a. Bryant Electric, Inc./Hubbell Subsidiary.
- b. Eagle Electric Manufacturing Co., Inc.
- c. Hubbell Incorporated; Wiring Device-Kellems.
- d. Leviton Mfg. Company Inc.
- e. Pass & Seymour/Legrand; Wiring Devices Div.

2. Multioutlet Assemblies:

- a. Hubbell Incorporated; Wiring Device-Kellems.
- b. Wiremold Company (The).

2.2 RECEPTACLES

- A. Straight-Blade-Type Receptacles: Comply with NEMA WD 1, NEMA WD 6, DSCC W-C-596G, and UL 498.
- B. Straight-Blade and Locking Receptacles: **General-Duty** grade.
- C. Straight-Blade Receptacles: **Hospital** grade.
- D. GFCI Receptacles: Straight blade, feed-through type, **Heavy-Duty** grade, with integral NEMA WD 6, Configuration 5-20R duplex receptacle; complying with UL 498 and UL 943. Design units for installation in a 2-3/4-inch- deep outlet box without an adapter.

2.3 SWITCHES

- A. Single- and Double-Pole Switches: Comply with DSCC W-C-896F and UL 20.
- B. Snap Switches: **General**
- C. Combination Switch and Receptacle: Both devices in a single gang unit with plaster ears and removable tab connector that permit separate or common feed connection.
 1. Switch: 20 A, 120/277-V ac.
 2. Receptacle: NEMA WD 6, Configuration 5-15R.

2.4 WALL PLATES

- A. Single and combination types to match corresponding wiring devices.
 1. Plate-Securing Screws: Metal with head color to match plate finish.
 2. Material for Finished Spaces: **Smooth, high-impact thermoplastic.**
 3. Material for Unfinished Spaces: **Smooth, high-impact thermoplastic.**
 4. Material for Wet Locations: **Thermoplastic with spring-loaded lift cover, and listed and labeled for use in "wet locations."**

2.5 FINISHES

A. Color:

1. Wiring Devices Connected to Normal Power System: As selected by Owner
2. TVSS Devices: Blue.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install devices and assemblies level, plumb, and square with building lines.
- B. Install wall dimmers to achieve indicated rating after derating for ganging.
- C. Install unshared neutral conductors on line and load side of dimmers.
- D. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical, and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.
- E. Remove wall plates and protect devices and assemblies during painting.
- F. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

3.2 IDENTIFICATION

- A. Comply with Division 16 Section "[Basic Electrical Materials and Methods] [Electrical Identification]."
 1. Receptacles: Identify panelboard and circuit number from which served. Use hot, stamped or engraved machine printing with [black] -filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.3 CONNECTIONS

- A. Ground equipment according to Division 16 Section "Grounding and Bonding."
- B. Connect wiring according to Division 16 Section "Conductors and Cables."

3.4 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:

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1. After installing wiring devices and after electrical circuitry has been energized, test for proper polarity, ground continuity, and compliance with requirements.
 2. Test GFCI operation with both local and remote fault simulations according to manufacturer's written instructions.
- B. Remove malfunctioning units, replace with new units, and retest as specified above.

END OF SECTION 16140

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SECTION 16442 - PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes distribution panelboards and lighting and appliance branch-circuit panelboards.

1.2 SUBMITTALS

- A. Product Data: For each type of panelboard, overcurrent protective device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each panelboard and related equipment.
 - 1. Dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings. Include the following:
 - a. Enclosure types and details for types other than NEMA 250, Type 1.
 - b. Bus configuration, current, and voltage ratings.
 - c. Short-circuit current rating of panelboards and overcurrent protective devices.
 - d. UL listing for series rating of installed devices.
 - e. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
 - 2. Wiring Diagrams: Power, signal, and control wiring.
 - 3. Field quality-control test reports.
 - 4. Operation and maintenance data.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NEMA PB 1.
- C. Comply with NFPA 70.

2. Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.3 OVERCURRENT PROTECTIVE DEVICES

- A. Molded-Case Circuit Breaker: UL 489, with interrupting capacity to meet available fault currents.
 1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
 2. GFCI Circuit Breakers: Single- and two-pole configurations with 10 -mA trip sensitivity.
 3. Molded-Case Circuit-Breaker Features and Accessories: Standard frame sizes, trip ratings, and number of poles.
 - a. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
 - b. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HACR for heating, air-conditioning, and refrigerating equipment.
 - c. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 55percent of rated voltage.
- B. Fused Switch: NEMA KS 1, Type HD; clips to accommodate specified fuses; lockable handle.
- C. Fuses are specified in Division 16 Section "Fuses."
- D. Controller Disconnect Switches: Adjustable instantaneous-trip circuit breaker and interlocked with controller.
 1. Auxiliary Contacts: Integral with disconnect switches to de-energize external control-power source.
- E. Contactors in Main Bus: NEMA ICS 2, Class A, mechanically held general-purpose controller.
 1. Control-Power Source: Control-power transformer, with fused primary and secondary terminals, connected to main bus ahead of contactor connection.
 2. Control-Power Source: 120-V branch circuit.

2.4 ACCESSORY COMPONENTS AND FEATURES

- A. Furnish accessory set including tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.
- B. Furnish portable test set to test functions of solid-state trip devices without removal from panelboard.

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2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

END OF SECTION 16442

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**Required Contract Provisions
All Contracts
Monthly Labor Summary and Activity Reporting System**

Effective: 1-1-1995 Revised June 2001

I. Monthly Labor Summary Report, Form SBE 148

The prime contractor and each first and second tier sub-contractor, (hereinafter referred to as "subcontractor") shall submit a certified Monthly Labor Summary Report directly to the District Engineer.

This report is in lieu of submittal of the Monthly Workforce Analysis Report, Form SBE 956.

This report must be received in District Eight no later than the tenth day of the next month.

This Report shall be submitted by the prime contractor and each subcontractor, for each consecutive month, from the start, to the completion of their work on the contract.

The data source for this Report will be a summation of all personnel and hours worked on each subject contract for the month based on weekly payrolls for that month.

The Monthly Labor Summary Report is required to be submitted in one of the following formats:

- a.) For contractors having IDOT contracts valued in the aggregate at \$250,000 or less, the report may be typed or clearly handwritten using Form SBE 148 for submittal to the District Engineer for District Eight.
- b.) For contractors having IDOT contracts valued in the aggregate at more than \$250,000, the report must be submitted in a specific "Fixed Length Comma Delimited ASCII Text File Format". The subject file format is detailed on the next page. Submittal of this file may be by 3.5 inch disk, modem, or by e-mail.

II. Monthly Contract Activity Report, Form SBE 248

The prime contractor and each subcontractor shall submit a monthly report directly to the District Engineer, reflecting their contract activity on all Illinois Department of Transportation contracts they have in force in District Eight.

This report shall be submitted for each consecutive month, from the start, to the completion of all contracts in District Eight.

The report must be received in the District Office no later than the tenth day of the next month.

Monthly Labor Summary and Activity Reporting System Codes and Formats

Indicated below for your reference are the Employee Codes and File Formats required for this system.

I.) Monthly Labor Summary Report, Form SBE 148

The following employee codes are to be used to identify each individual on the Summary Report:

- | | | | | |
|----|----------------------|------------------------------------|----------------------------|---------------|
| 1. | Gender: | M - Male | F - Female | |
| 2. | Ethnic Group: | 1 - White | 2 - Black | 3 - Hispanic |
| | | 4 - American Indian/Alaskan Native | 5 - Asian/Pacific Islander | |
| 3. | Work Classification: | OF - Official | SU - Supervisor | FO - Foremen |
| | | CL - Clerical | EO - Operator | ME - Mechanic |
| | | TD - Truck Driver | PA - Painter | OT - Other |
| | | EL - Electrician | TE - Technical | LA - Laborer |
| | | CM -Cement Mason | | |
| 4. | Employee Status: | O - Owner Operator | J - Journeyman | C - Company |
| | | A - Apprentice | T - Trainee | |

Specific "Fixed Length Comma Delimited ASCII File Format"

Order	Field Name	Type	Size
1	Contractor Number	A	4
2	Contractor Reference Number	A	6
3	Contract Number	A	5
4	Period (07/28/2000)	D	10
5	SSN (111-11-1111)	A	11
6	Name	A	40
7	Gender	A	1
8	Ethnic Group	A	1
9	Work Classification	A	1
10	Employee Status	A	1
11	Total Hours (0000060.00)	N	10

File Name Conventions: (Contractor Number + Report Month/Year).Txt
i.e. 20001298.Txt

II.) Monthly Contract Activity Report, Form SBE 248

The following activity codes are to be used to identify the contractors contract status each month on the Monthly Activity Report, Form SBE 248:

- A. Contract Status: 1 - Not Started 2 - Active 3 - No Work 4 - Suspended 5 - Complete

Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

All prime and subcontractors having contracts in the aggregate exceeding \$250,000 must provide a "Fixed Length Comma Delimited ASCII File" for approval prior to the start of construction.

This Special Provision must be included in each subcontract agreement.

monitor/molassp2

REQUIRED CONTRACT PROVISIONS ALL CONTRACTS

PAYROLLS and PROCEDURES

EFFECTIVE 2/5/1975, REVISED 11/7/1986, 1/14/1994, and June 2001

The prime contractor and each subcontractor shall submit a weekly certified original and one copy of their company's payroll directly to the District Engineer.

Payrolls must be received within seven days of the payroll ending period.

Payroll data shall be submitted on Payroll Form RE 48 or an approved facsimile.

Every person paid by a contractor or subcontractor in any manner for his or her labor in the construction, prosecution, completion, or repair of this public work is **employed** and receiving "wages", regardless of any contractual relationship alleged to exist between him or her and the real employer.

Payroll data shall include all persons employed on the job site.

The following employee codes are to be used to identify each individual on the payroll:

- | | | | | |
|----|-----------------------------|------------------------------------|----------------------------|--------------------|
| A. | Gender: | M - Male | F - Female | |
| B. | Ethnic Group: | 1 - White | 2 - Black | 3 - Hispanic |
| | | 4 - American Indian/Alaskan Native | 5 - Asian/Pacific Islander | |
| C. | Work Classification: | OF - Officials | SU - Supervisors | FO - Foremen |
| | | CL - Clerical | EO - Operators | ME - Mechanics |
| | | TD - Truck Drivers | PA - Painters | CM - Cement Masons |
| | | EL - Electricians | TE - Technical | LA - Laborers |
| | | OT - Other | | |
| D. | Employee Status: | O - Owner Operator | J - Journeyman | C - Company |
| | | A - Apprentice | T - Trainee | |

Payroll data shall be submitted by the prime contractor and each subcontractor for each consecutive week, from the start to the completion of their work. When there has been no activity during a work week, a payroll is still required to be sent to the District Engineer, with the appropriate box ("No Work", "Suspended", "Completed") checked at the bottom of the Payroll Form RE 48. Do Not check any of these boxes when payroll data is being reported on the payroll.

The Department of Transportation is requesting disclosure of information necessary to accomplish the statutory purpose as outlined under 23CFR part 230 and 41CFR part 60.4 and the Illinois Human Rights Act. Disclosure of this information is **REQUIRED**. Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

This Special Provision must be included in each subcontract agreement.

STATUS OF UTILITIES TO BE ADJUSTED

Name and Address of Utility	Type	Location
City of Grafton P.O. Box 287 118 East Main Grafton, IL 62037	Water/Sewer	No adjustments anticipated
Grafton Telephone Company 119 East Main Grafton, IL 62037	Telephone	No adjustments anticipated
AMEREN P.O. Box 66886 St. Louis, MO 63166-6886	Gas	No adjustments anticipated
AMEREN P.O. Box 66878 St. Louis, MO 63166	Electric	No adjustments anticipated
Cablevision P.O. Box 218 Popular Bluff, MO 63902-0218	Cable T.V.	No adjustments anticipated

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Article 102,103,105.07,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 operation were affected.

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003

Revised: July 1, 2004

Revise Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. Except as specified, the use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted only when approved in writing by the Engineer. The Department will maintain an Approved List of Concrete Admixtures. When the Department permits the use of a calcium chloride accelerator, it shall be according to Article 442.02, Note 5.

When the atmosphere or concrete temperature is 18 °C (65 °F) or higher, a retarding admixture meeting the requirements of Article 1021.03 shall be used in the Class BD Concrete and portland cement concrete bridge deck overlays. The amount of retarding admixture to be used will be determined by the Engineer. The proportions of the ingredients of the concrete shall be the same as without the retarding admixture except that the amount of mixing water shall be reduced, as may be necessary, in order to maintain the consistency of the concrete as required. In addition, a high range water-reducing admixture shall be used in Class BD Concrete. The amount of high range water-reducing admixture will be determined by the Engineer. At the option of the Contractor, a water-reducing admixture may be used. Type I cement shall be used.

For Class PC and PS Concrete, a retarding admixture may be added to the concrete mixture when the concrete temperature is 18 °C (65 °F) or higher. Other admixtures may be used when approved by the Engineer, or if specified by the contract. If an accelerating admixture is permitted by the Engineer, it shall be the non-chloride type.

At the Contractor's option, admixtures in addition to an air-entraining admixture may be used for Class PP-1 concrete. The accelerator shall be the non-chloride type. If a water-reducing or retarding admixture is used, the cement factor may be reduced a maximum 18 kg/cu m (0.30 hundredweight/cu yd). If a high range water-reducing admixture is used, the cement factor may be reduced a maximum 36 kg/cu m (0.60 hundredweight/cu yd). Cement factor reductions shall not be cumulative when using multiple admixtures. An accelerator shall always be added prior to a high range water-reducing admixture, if both are used.

If Class C fly ash or ground granulated blast-furnace slag is used in Class PP-1 concrete, a water-reducing or high range water-reducing admixture shall be used. However, the cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used. In addition, an accelerator shall not be used.

For Class PP-2 or PP-3 concrete, a non-chloride accelerator followed by a high range water-reducing admixture shall be used, in addition to the air-entraining admixture. For Class PP-3 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-2 or PP-3 concrete, the Contractor has the option to use a water-reducing admixture. A retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

When the air temperature is less than 13 °C (55 °F) for Class PP-1 or PP-2 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-4 concrete, a high range water-reducing admixture shall be used in addition to the air-entraining admixture. The Contractor has the option to use a water-reducing admixture. An accelerator shall not be used. For stationary or truck mixed concrete, a retarding admixture shall be used to allow for haul time. The Contractor has the option to use a mobile portland cement concrete plant according to Article 1103.04, but a retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

If the Department specifies a calcium chloride accelerator for Class PP-1 concrete, the maximum chloride dosage shall be 1.0 L (1.0 quart) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.0 L (2.0 quarts) per 45 kg (100 lb) of cement if approved by the Engineer. If the Department specifies a calcium chloride accelerator for Class PP-2 concrete, the maximum chloride dosage shall be 1.3 L (1.3 quarts) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.6 L (2.6 quarts) per 45 kg (100 lb) of cement if approved by the Engineer.

For Class PV, MS, SI, RR, SC and SH concrete, at the option of the Contractor, or when specified by the Engineer, a water-reducing admixture or a retarding admixture may be used. The amount of water-reducing admixture or retarding admixture permitted will be determined by the Engineer. The air-entraining admixture and other admixtures shall be added to the concrete separately, and shall be permitted to intermingle only after they have separately entered the concrete batch. The sequence, method and equipment for adding the admixtures shall be approved by the Engineer. The water-reducing admixture shall not delay the initial set of the concrete by more than one hour. Type I cement shall be used.

When a water-reducing admixture is added, a cement factor reduction of up to 18 kg/cu m (0.30 hundredweight/cu yd), from the concrete designed for a specific slump without the admixture, will be permitted for Class PV, MS, SI, RR, SC and SH concrete. When an approved high range water-reducing admixture is used, a cement factor reduction of up to 36 kg/cu m (0.60 hundredweight/cu yd), from a specific water cement/ratio without the admixture, will be permitted based on a 14 percent minimum water reduction. This is applicable to Class PV, MS, SI, RR, SC and SH concrete. A cement factor below 320 kg/cu m (5.35 hundredweight/cu yd) will not be permitted for Class PV, MS, SI, RR, SC and SH concrete. A cement factor reduction will not be

allowed for concrete placed underwater. Cement factor reductions shall not be cumulative when using multiple admixtures.

For use of admixtures to control concrete temperature, refer to Articles 1020.14(a) and 1020.14(b).

The maximum slumps given in Table 1 may be increased to 175 mm (7 in.) when a high range water-reducing admixture is used for all classes of concrete except Class PV and PP."

Revise Section 1021 of the Standard Specifications to read:

"SECTION 1021. CONCRETE ADMIXTURES

1021.01 General. Admixtures shall be furnished in liquid form ready for use. The admixtures may be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable to the satisfaction of the Engineer as to manufacturer and trade name of the material they contain.

Prior to inclusion of a product on the Department's Approved List of Concrete Admixtures, the manufacturer shall submit a report prepared by an independent laboratory accredited by the AASHTO Accreditation Program. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 335 kg/cu m (5.65 cwt/cu yd). Compressive strength test results for six months and one year will not be required.

In addition to the report, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 335 kg/cu m (5.65 cwt/cu yd). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by the AASHTO Accreditation Program.

Prior to the approval of an admixture, the Engineer may conduct all or part of the applicable tests on a sample that is representative of the material to be furnished. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 335 kg/cu m (5.65 cwt/cu yd). For freeze-thaw testing, the Department will perform the test according to Illinois Modified AASHTO T 161, Procedure B.

The manufacturer shall include in the submittal the following information according to ASTM C 494; the average and manufacturing range of specific gravity, the average and manufacturing range of solids in the solution, and the average and manufacturing range of pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory accredited by the AASHTO Accreditation Program.

All admixtures, except chloride-based accelerators, shall contain no more than 0.3 percent chloride by mass (weight).

1021.02 Air-Entraining Admixtures. Air-entraining admixtures shall conform to the requirements of AASHTO M 154.

If the manufacturer certifies that the air-entraining admixture is an aqueous solution of Vinsol resin that has been neutralized with sodium hydroxide (caustic soda), testing for compliance with the requirements may be waived by the Engineer. In the certification, the manufacturer shall show complete information with respect to the formulation of the solution, including the number of parts of Vinsol resin to each part of sodium hydroxide. Before the approval of its use is granted, the Engineer will test the solution for its air-entraining quality in comparison with a solution prepared and kept for that purpose.

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall comply with the following requirements:

- (a) The retarding admixture shall comply with the requirements of AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall comply with the requirements of AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

When a Type F or Type G high range water-reducing admixture is used, water-cement ratios shall be a minimum of 0.32.

Type F or Type G admixtures may be used, subject to the following restrictions:

For Class MS, SI, RR, SC and SH concrete, the water-cement ratio shall be a maximum of 0.44.

The Type F or Type G admixture shall be added at the jobsite unless otherwise directed by the Engineer. The initial slump shall be a minimum of 40 mm (1 1/2 in.)

prior to addition of the Type F or Type G admixture, except as approved by the Engineer.

When a Type F or Type G admixture is used, retempering with water or with a Type G admixture will not be allowed. An additional dosage of a Type F admixture, not to exceed 40 percent of the original dosage, may be used to retemper concrete once, provided set time is not unduly affected. A second retempering with a Type F admixture may be used for all classes of concrete except Class PP and SC, provided that the dosage does not exceed the dosage used for the first retempering, and provided that the set time is not unduly affected. No further retempering will be allowed.

Air tests shall be performed after the addition of the Type F or Type G admixture.

1021.04 Set Accelerating Admixtures. The admixture shall comply with the requirements of AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating)"

80094

CURING AND PROTECTION OF CONCRETE CONSTRUCTION (BDE)

Effective: January 1, 2004

Revised: November 1, 2005

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notes-General:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revise Article 1020.14 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

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

80114

DETECTABLE WARNINGS (BDE)

Effective: August 1, 2005

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

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

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

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

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

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

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

Products that are colored shall be colored their entire thickness.

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

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

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

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

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

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

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

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

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

80146

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Effective: September 1, 2000

Revised: June 22, 2005

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

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

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

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

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

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

unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 0 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

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

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

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

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

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

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

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

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

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

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

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

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

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

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

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

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

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

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

FLAGGER VESTS (BDE)

Effective: April 1, 2003
Revised: August 1, 2005

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

"The flagger shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e)."

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

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

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

80101

FREEZE-THAW RATING (BDE)

Effective: November 1, 2002

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

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

80079

PARTIAL PAYMENTS (BDE)

Effective: September 1, 2003

Revise Article 109.07 of the Standard Specifications to read:

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

- (a) Progress Payments. At least once each month, the Engineer will make a written estimate of the amount of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

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

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

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

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: September 1, 2003

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 no later than 30 days from the receipt of each payment made to the Contractor.

State law addresses the timing of payments to be made to subcontractors. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, generally requires that when a Contractor receives any payment from the Department, the Contractor is required to make corresponding, proportional payments to each subcontractor performing work within 15 calendar days after receipt of the state payment. Section 7 of the State Prompt Payment Act further provides that interest in the amount of 2% per month, in addition to the payment due, shall be paid to any subcontractor 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 throughout the contracting chain.

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

As progress payments are made to the Contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the Contractor shall make a corresponding partial payment within 15 calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor 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 shall be paid in full within 15 calendar days after the subcontractor's work has been satisfactorily completed. The Contractor shall hold no retainage from the subcontractors.

This Special Provision does not create any rights in favor of any subcontractor against the State of Illinois or authorize any cause of action against the State of Illinois on account of any payment, nonpayment, delayed payment or interest claimed by application of the State Prompt Payment Act. The Department will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Department will not approve any delay or postponement of the 15 day requirement. State law creates 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 in accordance with the Public Construction Bond Act, 30 ILCS 550.

80022

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: August 10, 2005

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

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

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

STATE CONTRACTS. Revise Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

"IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of three years from the date of completion of this contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon two business days' notice, these records shall be available, at all reasonable hours at a location within the State, for inspection by the Department or the Department of Labor.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class B misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

80155

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: July 1, 2004

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

80130

PORTLAND CEMENT (BDE)

Effective: January 1, 2005

Revised: November 1, 2005

Add the following paragraph after the last paragraph of Article 1001.01 of the Standard Specifications.

"For portland cement according to ASTM C 150, the bill of lading shall state if limestone has been added. The bill of lading shall also state that the limestone addition is not in excess of five percent by mass (weight) of the cement."

80139

PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2002

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

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

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

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

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

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

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

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

80083

PRECAST CONCRETE PRODUCTS (BDE)

Effective: July 1, 1999

Revised: November 1, 2004

Product Approval. Precast concrete products shall be produced according to the Department's current Policy Memorandum, "Quality Control/Quality Assurance Program for Precast Concrete Products". The Policy Memorandum applies to precast concrete products listed under the Products Key of the "Approved List of Certified Precast Concrete Producers".

Precast Concrete Box Culverts. Add the following sentence to the end of the fourth paragraph of Article 540.06:

"After installation, the interior and exterior joint gap between precast concrete box culvert sections shall not exceed 38 mm (1 1/2 in.)."

Portland Cement Replacement. For precast concrete products using Class PC concrete or other mixtures, portland cement replacement with fly ash or ground granulated blast-furnace (GGBF) slag shall be governed by the AASHTO or ASTM standard specification referenced in the Standard Specifications.

For all other precast concrete products using Class PC concrete or other mixtures, portland cement replacement with fly ash or GGBF slag shall be approved by the Engineer. Class F fly ash shall not exceed 15 percent by mass (weight) of the total portland cement and Class F fly ash. Class C fly ash shall not exceed 20 percent by mass (weight) of the total portland cement and Class C fly ash. GGBF slag shall not exceed 25 percent by mass (weight) of the total portland cement and GGBF slag.

Concrete mix designs, for precast concrete products, shall not consist of portland cement, fly ash and GGBF slag.

Ready-Mixed Concrete. Delete the last paragraph of Article 1020.11(a) of the Standard Specifications.

Shipping. When a precast concrete product has attained the specified strength, the earliest the product may be loaded, shipped, and used is on the fifth calendar day. The first calendar day shall be the date casting was completed.

Acceptance. Products which have been lot or piece inspected and approved by the Department prior to July 1, 1999, will be accepted for use on this contract.

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SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004

Revised: November 1, 2005

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

Usage. Self-consolidating concrete may be used for precast concrete products.

Materials. Materials shall be according to the following.

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

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

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

- (1) For initial and final set times, the allowable deviation of the test concrete from the reference concrete shall not be more than 1.0 hour earlier or 1.5 hours later.
- (2) For compressive and flexural strengths, the test concrete shall be a minimum of 90 percent of the reference concrete at 3, 7 and 28 days.
- (3) The length change of the test concrete shall be a maximum 135 percent of the reference concrete. However, if the length change of the reference concrete is less than 0.030 percent, the length change of the test concrete shall be a maximum 0.010 percentage units greater than the reference concrete.
- (4) The relative durability factor of the test concrete shall be a minimum 80 percent.

- (b) Fine Aggregate. A fine aggregate used alone in the mix design shall not have an expansion greater than 0.30 percent per ASTM C 1260. For a blend of two or more fine aggregates, the resulting blend shall not have an expansion greater than 0.30 percent.

The aggregate blend expansion will be calculated as follows:

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

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

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

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

80132

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

80143

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 1992

Revised: January 1, 2005

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

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

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

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

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

57291

WEIGHT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2001

Revised: August 1, 2002

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

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

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

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

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

The adjustment factor will be applied as follows:

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

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

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

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

80048

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: January 1, 2003

Revised: November 1, 2004

Add the following to Article 702.01 of the Standard Specifications:

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

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

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

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

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

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

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

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

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

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

Add the following to Article 702.03 of the Standard Specifications:

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

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

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

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

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

80097

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within * working days.

80071

* Completion Date May 5, 2006

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

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ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

evidence of discriminatory wage practices.

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

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

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

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

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

2. Classification:

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

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

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

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

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

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

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

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

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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

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

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

listed on the wage determination unless the Administrator of the

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

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall, upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

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

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

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

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

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

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

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

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

“Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.”

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

NOTICE

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

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

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

The instructions for subscribing are at <http://www.dot.il.gov/desenv/subsc.html>.

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